



# AGENDA

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

**June 28, 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.

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

***June 28, 2018***

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**PUBLIC FINANCING AUTHORITY**

**3. CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the May 24, 2018 Public Financing Authority Meeting

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

**Monthly Reports**

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

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

**WATER UTILITY AUTHORITY**

**4. CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the May 24, 2018 Water Utility Authority Meeting

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

- Approve the minutes as submitted.

**Monthly Reports**

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

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

- Receive and file the report.

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

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

- Receive and file the report.



**HOUSING SUCCESSOR**

**5. CONSENT AGENDA**

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

**Approval of Minutes**

Minutes of the May 24, 2018 of the Housing Successor Agency

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

**SUCCESSOR AGENCY**

**6. CONSENT AGENDA**

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

Minutes of the May 24, 2018 Successor Agency Meeting

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

**CITY COUNCIL**

**7. CONSENT AGENDA**

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

a. Minutes of the May 24, 2018 City Council Meeting

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

b. Cost Sharing Agreement for the Administration, Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL)

**Recommendation:** That the City Council:

- Approve the Cost Sharing Agreement between the City of Santa Fe Springs and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration, installation of monitoring equipment and ongoing monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL); and
- Authorize the Mayor to execute the agreement.

c. I-5 Freeway Widening Water Main Relocation – Florence Ave Segment Phase II – Final Payment

**Recommendation:** That the City Council:

- Approve the Final Progress Payment to G.J. Gentry Engineering, Inc. of Upland, California in the amount of \$232,170.50 for the subject project.

**NEW BUSINESS**

8. Resolution 9579 – Adoption of Local Hazard Mitigation Plan  
**Recommendation:** That the City Council:
- Adopt Resolution No. 9579 approving a Local Hazard Mitigation Plan; and
  - Authorize the Director of Police Services to submit the “Final Draft Plan” of the Local Hazard Mitigation Plan to FEMA for final approval.
9. North Residential Street Improvements (Terradell Street –Whiteland Street – Nova Street-Roma Street) – Award of Contract  
**Recommendation:** That the City Council:
- Appropriate \$140,000 from the Utility User’s Tax (UUT) Capital Improvement Plan (CIP) Funds to the North Residential Streets Improvements (PW180006);
  - Accept the bids;
  - Find Sequel Contractors, Inc. of Santa Fe Springs, California to be a non-responsible bidder and reject their bid; and
  - Award a contract to All American Asphalt of Corona, California, in the amount of \$409,877.00.
10. Resolution Nos. 9582 and 9583 – Approval of Engineer’s Report (FY 2018/19) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive)  
**Recommendation:** That the City Council:
- Adopt Resolution 9582, approving the Engineer’s Report (FY 2018/19) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
  - Adopt Resolution No. 9583, declaring the City of Santa Fe Springs’ intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 12, 2018.
11. Resolution Nos. 9584 and 9585 – Approval of Engineer’s Report (FY 2018/19) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1  
**Recommendation:** That the City Council:
- Adopt Resolution No. 9584, approving the Engineer’s Report (FY 2018/19) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
  - Adopt Resolution No. 9585, declaring the City of Santa Fe Springs’ intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 12, 2018.
12. Los Nietos Child Care Center – Installation of Fire Alarm System  
**Recommendation:** That the City Council:
- Appropriate funds from the Facilities Improvement Fund Account, not to exceed \$18,000.00 for the installation of a fire alarm system at Los Nietos Child Care Center.

13. Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2018-2019

**Recommendation:** That the City Council:

- Approve, and Mayor execute, the In-kind services agreement for Southeast Area Social Services Funding Authority (SASSFA) for FY 2018-2019.

14. Approval of Agreement between the City of Santa Fe Springs and Covered California Program

**Recommendation:** That the City Council:

- Approve, and Mayor execute, the Covered California Standard Agreement through June 30, 2023.

15. Authorize Disposal of Children's Play Loft from the Los Nietos Child Care Facility by Way of Donation

**Recommendation:** That the City Council:

- Authorize the Director of Purchasing to donate the obsolete children's loft asset number #14000 located at the Los Nietos Child Care facility to Hoover Intergenerational Care Inc.

16. Adoption of City's Fiscal Year 2018-19 Budget and Related Items

**Recommendation:** That the City Council:

- Adopt the FY 2018-19 City Budget as proposed, including the actions as set forth herein.

**CLOSED SESSION**

17. 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**

18. 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

19. **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

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

***June 28, 2018***

**Agency Negotiator:** City Manager, City Attorney  
**Negotiation Parties:** SFS Hospitality  
**Under Negotiation:** Price and Terms for the Sale of Property

***Items 20 – 29 will occur in the 7:00 p.m. hour.***

**20. INVOCATION**

**21. PLEDGE OF ALLEGIANCE**

**22. INTRODUCTIONS**

- Representatives from the Chamber of Commerce

**23. ANNOUNCEMENTS**

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

**25. PRESENTATIONS**

- a. Presentation of 2018 Miss Santa Fe Springs Pageant Queens and Princesses
- b. Presentation of Milestone Event Celebrants
- c. Recognition of 2018 Beautification Committee Awards Program Recipients
- d. Proclaiming Month of July 2018 as "Parks Make Life Better" in Santa Fe Springs

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

- a. Committee Re-appointments
- b. Committee Appointments

**27. 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.***

**28. COUNCIL COMMENTS**

**29. 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 22, 2018***  
\_\_\_\_\_  
**Date**

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



## CONSENT CALENDAR

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

### RECOMMENDATION

That the Public Financing Authority receive and file the report.

### BACKGROUND

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

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

Financing proceeds available for appropriation at 5/31/18

None

Outstanding principal at 5/31/18

\$36,986,736

#### Bond Repayment

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

#### Unspent Bond Proceeds

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

#### 2016 Bond Refunding

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



2017 Bond Refunding

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

A handwritten signature in black ink, appearing to read "Raymond R. Cruz". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Raymond R. Cruz  
City Manager/Executive Director

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



## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

### **BACKGROUND**

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

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 5/31/18

None

Outstanding principal at 5/31/18

\$6,890,000

#### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 5/31/18

None

Outstanding principal at 5/31/18

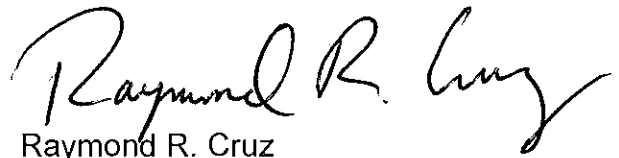
\$1,800,000

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

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

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



Raymond R. Cruz  
City Manager/Executive Director



# City of Santa Fe Springs

## Water Utility Authority Meeting

June 28, 2018

### **CONSENT AGENDA**

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

#### **RECOMMENDATION**

That the Water Utility Authority receive and file the report.

#### **BACKGROUND**

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

#### **Imperial Highway Underpass Storm Pump Retrofit**

At the City Council Meeting on May 24, 2018 the Council awarded a contract to Caliagua, Inc. of Yorba Linda in the amount of \$78,879.00 to retrofit the Imperial Underpass with new storm pumps. A preconstruction meeting with staff and Caliagua was held on June 19, 2018 and a Notice to Proceed was issued with a start date of June 25, 2018. The duration of the project is 20 working days and will conclude July 23, 2018.

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

The new water main is fully functional and the project is now complete.

#### **INFRASTRUCTURE IMPACT**


The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system. Upgrading the Storm Pump System at the Imperial Highway Underpass will provide greater reliability during the rainy season and water emergencies that may affect Imperial Highway at the underpass location.

#### **FISCAL IMPACT**

The I-5 Freeway Widening Water Main Relocation – Florence Segment Phase II, and the Valley View Relocation Project is funded through State Transportation Utility Agreements and the Imperial Highway Underpass Project is funded through the one time City 9000 account.

  
Raymond R. Cruz  
Executive Director

Attachments:  
None

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

Date of Report: June 20, 2018

**ITEM NO. 4C**

**FOR ITEM NO. 5**  
**PLEASE SEE ITEM NO. 7A**



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



# ***City of Santa Fe Springs***

City Council Meeting

June 28, 2018

## **APPROVAL OF MINUTES**

Minutes of the May 24, 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 24, 2018

Staff hereby submits the minutes for Council's approval.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

### **Attachment:**

Minutes for May 24, 2018



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 24, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 5:01 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers/Directors: Moore, Rounds, Zamora (arrived at 5:02 p.m.), Mayor Pro Tem/Vice Chair Trujillo and Mayor/Chair Sarno.

**Members absent:** None

### WATER UTILITY AUTHORITY/CITY COUNCIL

#### **STUDY SESSION**

3. Critical Water Issues

**Recommendation:** That the City Council provide:

- Direction to Staff regarding the installation of a water treatment system for Water Well No. 12;
- Direction to Staff regarding the installation of well packers in Water Well No. 12;
- Direction to Staff regarding plans and specifications for the design and construction of Water Well No. 18;
- Direct to Staff to meet with City of Whittier Staff to discuss purchasing water and a collaborative approach to install a water supply high pressure transmission line through the City to connect with the MWD system; and;
- Direction to Staff to meet with City of Downey Staff to discuss purchasing water and, if there is interest, to prepare an Action Plan for City Council review and approval.

Director of Public Works, Noe Negrete provided a brief presentation on the Critical Water Issues.

The presentation consisted of the following:

- Noted the water is consolidated with MWD.
- Spoke about the water supply needs and quality issues, which included:
  - The condition of each Water Well and what the status was, whether it was removed.
  - Water Well No. 12

Discussion ensued amongst Council.

Mayor Sarno suggested hiring a company that specializes on water grants to assist us the City.

Public Works Director noted that they will be gathering information and will bring it forward at a

future meeting.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to approve option 2, pursue the installation of the well packers in Water Well No. 12, by the following vote:

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

**Nays:** None

**Absent:** None

#### **4. ADJOURNMENT**

Mayor Sarno adjourned the meeting at 6:13 p.m.

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Jay Sarno  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 24, 2018

### 1. CALL TO ORDER

Mayor Sarno called the meeting to order at 6:13 p.m.

### 2. ROLL CALL

**Members present:** Councilmembers/Directors: Moore, Rounds, Zamora (arrived at 6:04 p.m.), Mayor Pro Tem/Vice Chair Trujillo and Mayor/Chair Sarno.

**Members absent:** None

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

### PUBLIC FINANCING AUTHORITY

### 3. CONSENT AGENDA

#### **Approval of Minutes**

- a. Minutes of the April 24, 2018 Public Financing Authority Meeting

**Recommendation:** That the Public Financing Authority:

- Approve the minutes as submitted.

#### **Monthly Reports**

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

**Recommendation:** That the Public Financing Authority:

- Receive and file the report.

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

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

**Nays:** None

**Absent:** None

### WATER UTILITY AUTHORITY

### 4. CONSENT AGENDA

#### **Approval of Minutes**

- a. Minutes of the April 24, 2018 Water Utility Authority Meeting

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

- Approve the minutes as submitted.

**Monthly Reports**

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

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

- Receive and file the report.

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

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

- Receive and file the report.

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

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

**Nayes:** None

**Absent:** None

**HOUSING SUCCESSOR**

5. Minutes of the April 24, 2018 of the Housing Successor Agency.

**Recommendation:** That the Housing Successor:

- Approve the minutes as submitted.

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

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

**Nayes:** None

**Absent:** None

**SUCCESSOR AGENCY**

6. **CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the April 24, 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 the minutes as submitted, by the following vote:

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

**Nayes:** None

**Absent:** None



**CITY COUNCIL**

**7. CONSENT AGENDA**

a. Minutes of the April 24, 2018 City Council Meetings

**Recommendation:** That the City Council:

- Approve the minutes as submitted.

b. Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2018

**Recommendation:** That the City Council:

- Receive and file the report.

c. Imperial Highway Underpass Storm Pump Retrofit – Award of Contract

**Recommendation:** That the City Council:

- Accept the bids; and
- Award a contract to the low bidder, Caliaagua, Inc. of Yorba Linda, California, in the amount of \$78,879.00.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, approving Item No. 7A, 7B, & 7C, by the following vote:

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

**Nayes:** None

**Absent:** None

**ORDINANCE FOR ADOPTION**

**8. 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:

- Waive further reading of the text, to be read by title only and adopt Ordinance No. 1092.

It was moved by Council Member Rounds, seconded by Council Member Moore, adopting Ordinance No. 1092, by the following vote:

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

**Nayes:** None

**Absent:** None

**NEW BUSINESS**

**9. On-Call Professional Engineering Services – Commercial Streets Improvement Design – Year 2 (Santa Fe Springs Road) – Award of Contract**

**Recommendation:** That the City Council:

- Accept the Proposal;
- Award a Contract to PSOMAS from Los Angeles, California in the amount of

\$61,615.00 for Commercial Streets Improvement Design - Year 2 (Santa Fe Springs Road); and

- Authorize the Mayor to execute the agreement with PSOMAS.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to accept the proposal; award a contract to PSOMAS from Los Angeles, California in the amount of \$61,615.00 for Commercial Streets Improvement Design – Year 2 (Santa Fe Springs Road); and authorize the Mayor to execute the agreement with PSOMAS, by the following vote:

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

**Nayes:** None

**Absent:** None

**10. On-Call Professional Engineering Services – Commercial Streets Improvement Design- Year 2 (Rivera Road) – Award of Contract**

**Recommendation:** That the City Council:

- Accept the Proposal;
- Award a Contract to Anderson Penna Partners, Inc. from Newport Beach, California in the amount of \$50,347.00 for Commercial Streets Improvement Design - Year 2 (Rivera Road); and
- Authorize the Mayor to execute the agreement with Anderson Penna Partners, Inc.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to accept the proposal; award a contract to Anderson Penna Partners, Inc. from Newport Beach, California in the amount of \$50,347.00 for Commercial Streets Improvement Design – Year 2 (Rivera Road); and authorize the Mayor to execute the agreement with Anderson Penna Partners, Inc., by the following vote:

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

**Nayes:** None

**Absent:** None

**11. On-Call Professional Engineering Services – Commercial Streets Improvement Design – Year 2 (Painter Avenue) – Award of Contract**

**Recommendation:** That the City Council:

- Accept the Proposal;
- Award a Contract to PSOMAS from Los Angeles, California in the amount of \$46,255.00 for Commercial Streets Improvement Design - Year 2 (Painter Avenue); and
- Authorize the Mayor to execute the agreement with PSOMAS.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to accept the proposal; award a contract to PSOMAS from Los Angeles, California in the amount of \$46,255.00 for Commercial Streets Improvement Design – Year 2 (Painter Avenue); and authorize the Mayor to execute the agreement with PSOMAS, by the following vote:

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

**Nayes:** None  
**Absent:** None

**12. On-Call Professional Engineering Services – Commercial Streets Improvement Design – Year 2 (Ann Street) – Award of Contract**

**Recommendation:** That the City Council:

- Accept the Proposal;
- Award a Contract to Onward Engineering from Anaheim, California in the amount of \$42,155.00 for Commercial Streets Improvement Design - Year 2 (Ann Street); and
- Authorize the Mayor to execute the agreement with Onward Engineering.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to accept the proposal; award a contract to Onward Engineering from Anaheim, California in the amount of \$42,155.00 for Commercial Streets Improvement Design – Year 2 (Ann Street); and authorize the Mayor to execute the agreement with Onward Engineering, by the following vote:

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

**13. Activity Center Office Improvement Project**

**Recommendation:** That the City Council:

- Include the Activity Center Office Improvement Project in the approved Capital Improvement Plan (CIP).

Council Member Zamora requested to include a water fountain in the Activity Center, similar to what currently exist in City Hall.

Public Works Director, Noe Negrete confirmed he could include that request.

It was moved by Council Member Zamora, seconded by Council Member Rounds, to include the Activity Center Office Improvement Project in the approved Capital Improvement Plan (CIP), by the following vote:

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

**14. Custodial Services – Award of Contract**

**Recommendation:** That the City Council:

- Approve the Request from Golden Touch Cleaning, Inc. for a Contract Termination Date of May 31, 2018; and
- Award a Custodial Services Contract to EE Building Maintenance of Whittier, California; and
- Authorize the Mayor to execute a three (3) year Contract with EE Building Maintenance in the amount of \$46,306.00 per month beginning June 1, 2018 through May 31, 2021, and with the provision to renew the Agreement for an additional two

(2) 1-year terms at the end of the first term based on performance and approval by the City Council.

Council Member Zamora inquired what the new qualifications are for the new contractor or whether they have experienced working with other cities.

Public Works Director Noe Negrete noted that the contractor meets all the qualifications; however, this will be their first time working with a City.

Council Member Zamora and Mayor Sarno requested to have Mr. Negrete bring back a report within three (3) months.

Discussion ensued amongst Council.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to approve the request from Golden Touch Cleaning, Inc. for a Contract Termination Date of May 31, 2018; and award a custodial services contract to EE Building Maintenance of Whittier, California, and authorize the Mayor to execute a three (3) year contract with EE Building Maintenance in the amount of \$46,306.00 per month beginning June 1, 2018 through May 31, 2021, and with the provision to renew the agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nays:** None  
**Absent:** None

**15. Renewal of Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for Use of Modular Building Located at Gus Velasco Neighborhood Center**

**Recommendation:** That the City Council:

- Approve a one (1) year renewal lease agreement between the City of Santa Fe Springs and The Whole Child for use of the modular building located at the Gus Velasco Neighborhood Center to provide the Santa Fe Springs community case management services in the areas of family housing and mental health.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve a one (1) year renewal lease agreement between the City of Santa Fe Springs and The Whole Child for use of the modular building located at the Gus Velasco Neighborhood Center to provide the Santa Fe Springs community case management services in the areas of family housing and mental health, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno  
**Nays:** None  
**Absent:** None

**16. Approval of Premises Use Agreement between the City of Santa Fe Springs and Options for Learning at Lakeview Elementary School Age Child Care Center**

**Recommendation:** That the City Council:

- Approve the City of Santa Fe Springs and Little Lake City School District Use Agreement
- Approve the Premises Use Agreement between the City of Santa Fe Springs and Options for Learning at the Lakeview Elementary School Extended Day Services Program for fiscal year 2018-2019.

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to approve the City of Santa Fe Springs and Little Lake City School District use agreement, and approve the Premises Use Agreement between the City of Santa Fe Springs and Options for Learning at the Lakeview Elementary School Extended Day Services Program for fiscal year 2018-2019, by the following vote:

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

**Nays:** None

**Absent:** None

**17. Opposition to Senate Bill 1466 (SB1466) and Senate Constitutional Amendment 20 (SCA20)**

- Oppose SB1466 and SCA20 and the City Manager to draft a letter of opposition to be signed by the Mayor and forwarded to the bills' authors and the City's legislative representatives.

It was moved by Council Member Zamora, seconded by Council Member Moore, Oppose SB1466 and SCA20 and the City Manager to draft a letter of opposition to be signed by the Mayor and forwarded to the bills' authors and the City's legislative representatives, by the following vote:

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

**Nays:** None

**Absent:** None

**18. Update Concerning the City of Santa Fe Springs Proposed Municipal Transaction and Use Tax Measure for the November 2018 General Municipal Election**

- This report is for informational purposes only.

City Attorney Yolanda Summerhill provided a brief update on the proposed Municipal Transaction and Use Measure.

**CLOSED SESSION**

**19. 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**

**20. 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

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***Mayor Sarno recessed the meeting at 6:33 p.m.***

***Mayor Sarno convened the meeting at 7:13 p.m.***

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City Attorney Yolanda Summerhill provided a brief report on both closed session items. She noted there was no action taken.

**21. INVOCATION**

Invocation was led by Council Member Moore.

**22. PLEDGE OF ALLEGIANCE**

The Youth Leadership Committee led the Pledge of Allegiance.

**23. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: Carolyn Corbin from Raymond Handling Solutions, Inc. and Chamber CEO, Kathie Fink.

**24. ANNOUNCEMENTS**

- The Youth Leadership Committee Members made the following announcements:
  - Don Quixote, June 1, 2018 at 7PM
  - Children's Day, June 3, 2018 at 12PM
  - Summer Reading Program Kick-off Party, June 9, 2018 at 2PM

Item No. 25 was considered after Item No. 26.

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

- City Manager Raymond Cruz spoke about the preparation of the annual budget. He noted he has been working with every department to review numbers, and was a good experience for him to learn the City's budget history. Community budget session on June 14<sup>th</sup> and adopt budget at June 28<sup>th</sup>.
- Director of Public Works, Noe Negrete just wished everyone a good Memorial day.
- Director of Planning Wayne Morrell spoke about attending RECON.
- Director of Police Services Dino Torres spoke about: 1) Law enforcement torch run, June 7, 2018 a 4pm; 2) "Coffee with a Cop" took place last week at Cherry's Donuts and



Starbucks; 3) Agenda Memo traffic violation report, noted the report will be brought before the Council on June 14<sup>th</sup>, currently working with Captain Davis on locating an officer that would assist. Beginning June 1<sup>st</sup>, the officer will begin at the time for traffic controls, starting at 20 hours a week.

- Council Member Rounds inquired whether the officer would only be dedicated for traffic.
- Mr. Torres confirmed only traffic.
- Fire Chief Brent Hayward spoke about the Memorial dedication that took place on April 28, 2018.
- Director of Finance Travis Hickey provided an update on the consultant reports and the budget process.
- Director of Community Services Maricela Balderas spoke about the following 1) owners of Fresh Gourmet will not be moving forward to commit for the Heritage Café; 2) Library received an Arts Grant; 3) Last Friday, the Battle of the Books took place.

**26. PRESENTATIONS**

- a. Recognition of the 2018 Santa Fe Springs Older American Award Recipient – Mr. Luis Guillen
- b. Recognition of Santa Fe High School Varsity and Freshman Baseball Teams
- c. 2018 Teacher of the Year Award Recipients
- d. Chamber of Commerce Youth Enrichment Fund Destiny Scholarship/Powell Grant Recipients
- e. Proclaiming the week of May 20-26, 2018 as “National Public Works Week” in the City of Santa Fe Springs
- f. Proclaiming May 30, 2018 as “National Senior Health & Fitness Day” in the City of Santa Fe Springs

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

- a. Committee Appointments

**28. ORAL COMMUNICATIONS**

Peggy Radoumis, Santa Fe Springs resident spoke during oral communications.

**29. COUNCIL COMMENTS**

Council Member Moore spoke about attending the RECON meeting. Noted he spoke with several of individuals and noted that many of individuals that attended RECON were familiar with the City of Santa Fe Springs and were interested in conducting some development in the city.

Mayor Pro Tem Trujillo spoke about attending RECON and thanked staff for their attendance and their help. She also thanked the Chamber of Commerce. She is looking forward to development within the next few years.

Council Member Zamora spoke about attending RECON. He thanked Teresa Cavallo for her help in setting everything for the meeting, including the City Manager's staff. Also noted the Battle of the Books was a great event.

Mayor Sarno thanked staff, and commended Director of Finance Travis Hickey for his assistance while being short staffed.

**30. ADJOURNMENT**

Mayor Sarno adjourned the meeting at 8:37 p.m. in memory of Olivia Diaz, Vicente Galindo and Johanna Lara.

**ATTEST:**

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

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

\_\_\_\_\_  
Date



# City of Santa Fe Springs

City Council Meeting

June 28, 2018

## **CONSENT AGENDA**

Cost Sharing Agreement for the Administration, Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL)

## **RECOMMENDATIONS**

That the City Council take the following actions:

- Approve the Cost Sharing Agreement between the City of Santa Fe Springs and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration, installation of monitoring equipment and ongoing monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL); and
- Authorize the Mayor to execute the agreement.

## **BACKGROUND**

On June 25, 2015 the Santa Fe Springs City Council approved the original Harbor Toxics TMDL Cost Sharing Agreement in order to remain in compliance with the City's Municipal Separate Storm Sewer System (MS4) Permit. The original Agreement is set to expire on June 30, 2018 and therefore, a new Agreement has been developed. The new Agreement is attached and extends the term to June 30, 2023.

## **LEGAL REVIEW**

The City Attorney's office has reviewed Cost Sharing Agreement.

## **FISCAL IMPACT**

The estimated cost for the five year term to the City of Santa Fe Springs under this Agreement is approximately \$22,100 and is included in the Public Works budget. These costs have decreased since the original Agreement and are likely to be substantially less if all the sharing agencies remain in the agreement over the five year term or if private NPDES permit holders choose to participate in the cost sharing as well. It should also be noted that the City's share of this cooperative monitoring program is still substantially less than the cost of the alternative of conducting a separate Harbor Toxics monitoring program independently of other agencies in the watersheds.

A handwritten signature in black ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachments:**

1. New Agreement
2. Original Agreement dated 2015

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

Date of Report: June 20, 2018

**ITEM NO. 7B**

AGREEMENT  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND THE  
CITY OF SANTA FE SPRINGS

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT  
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Santa Fe Springs, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the members of the GWMA are the Cities of Artesia, Avalon, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each

participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to install and maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide

the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders that are not MS4 Permittees for cost-sharing the Monitoring Costs.

#### Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Four Thousand Four Hundred Thirteen Dollars and Seventy-Nine Cents (\$4,413.79) for the initial payment ("Initial Payment Amount"), for the 2018-2019 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2018-2019 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the Permittee shall pay no more than Four Thousand Four Hundred Thirteen Dollars and Seventy-Nine Cents (\$4,413.79) ("Annual Payment Amount") annually on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(c) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1<sup>st</sup> of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA

Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's Administrative Costs. Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2018-2019 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2018. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) Adjustment of Cost Share Based on Number of Participants. The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(f) Reserve Credits. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed \$10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

(g) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.



(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(i) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

#### Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

#### Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities.

GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

#### Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1<sup>st</sup>, 2019, the Permittee is responsible for the Annual Payment Amounts for both FY 2018-2019 and FY 2019-2020. If the Permittee terminates on February 10, 2019, the Permittee is responsible for its Annual Payment Amount only for FY 2018-2019, not for FY 2019-2020). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

#### Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or

three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast  
Executive Officer  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittee:

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

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Signature of GWMA Chair

\_\_\_\_\_  
Print Name

DATE: \_\_\_\_\_

PERMITTEE  
CITY OF SANTA FE SPRINGS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXHIBIT "A"**  
**COST SHARE MATRIX**  
**ATTACHED**

EXHIBIT A - COST SHARE MATRIX

City	GWMA Member	Group	Fourth Year*	Sub-Total*	Credit from Reserve	Balance*	Combined Balance
Alhambra	No	LAR	\$ 801.52	\$ 801.52	\$ -	\$ 801.52	-
Arcadia	No	LAR	\$ 919.56	\$ 919.56	\$ -	\$ 919.56	\$ 1,593.98
Arcadia	No	SGR	\$ 674.42	\$ 674.42	\$ -	\$ 674.42	
Artesia	Yes	SGR	\$ 697.95	\$ 697.95	\$ -	\$ 697.95	\$ 2,779.84
Artesia	Yes	SGR - CC	\$ 2,081.89	\$ 2,081.89	\$ -	\$ 2,081.89	
Azusa	No	SGR	\$ 1,464.61	\$ 1,464.61	\$ -	\$ 1,464.61	-
Baldwin Park	No	SGR	\$ 1,244.69	\$ 1,244.69	\$ -	\$ 1,244.69	-
Bell	Yes	LAR	\$ 619.29	\$ 619.29	\$ -	\$ 619.29	-
Bellflower	Yes	SGR	\$ 820.49	\$ 820.49	\$ -	\$ 820.49	-
Bell Gardens	Yes	LAR	\$ 613.67	\$ 613.67	\$ -	\$ 613.67	-
Bradbury	No	LAR	\$ 552.43	\$ 552.43	\$ -	\$ 552.43	\$ 1,305.05
Bradbury	No	SGR	\$ 752.62	\$ 752.62	\$ -	\$ 752.62	
Burbank	No	LAR	\$ 1,154.33	\$ 1,154.33	\$ -	\$ 1,154.33	-
Calabasas	No	LAR	\$ 751.65	\$ 751.65	\$ -	\$ 751.65	-
Cerritos	Yes	SGR	\$ 910.53	\$ 910.53	\$ -	\$ 910.53	\$ 4,405.01
Cerritos	Yes	SGR - CC	\$ 3,494.49	\$ 3,494.49	\$ -	\$ 3,494.49	
Claremont	No	SGR	\$ 1,827.34	\$ 1,827.34	\$ -	\$ 1,827.34	-
Commerce	Yes	LAR	\$ 762.38	\$ 762.38	\$ -	\$ 762.38	-
Covina	No	SGR	\$ 1,264.55	\$ 1,264.55	\$ -	\$ 1,264.55	-
Cudahy	Yes	LAR	\$ 568.73	\$ 568.73	\$ -	\$ 568.73	-
Diamond Bar	No	SGR	\$ 1,275.70	\$ 1,275.70	\$ -	\$ 1,275.70	\$ 5,132.03
Diamond Bar	No	SGR - CC	\$ 3,856.33	\$ 3,856.33	\$ -	\$ 3,856.33	
Downey	Yes	LAR	\$ 725.52	\$ 725.52	\$ -	\$ 725.52	\$ 1,956.88
Downey	Yes	SGR	\$ 1,231.36	\$ 1,231.36	\$ -	\$ 1,231.36	
Duarte	No	LAR	\$ 572.48	\$ 572.48	\$ -	\$ 572.48	\$ 1,425.07
Duarte	No	SGR	\$ 852.59	\$ 852.59	\$ -	\$ 852.59	
El Monte	No	LAR	\$ 778.68	\$ 778.68	\$ -	\$ 778.68	\$ 1,648.95
El Monte	No	SGR	\$ 870.27	\$ 870.27	\$ -	\$ 870.27	
Glendale	No	LAR	\$ 1,636.77	\$ 1,636.77	\$ -	\$ 1,636.77	-
Glendora	No	SGR	\$ 1,920.91	\$ 1,920.91	\$ -	\$ 1,920.91	-
Hawaiian Gardens	Yes	SGR - CC	\$ 2,031.79	\$ 2,031.79	\$ -	\$ 2,031.79	-
Hidden Hills	No	LAR	\$ 578.68	\$ 578.68	\$ -	\$ 578.68	-



Huntington Park	Yes	LAR	\$ 633.72	\$ 633.72	\$ -	\$ 633.72	-
Industry	No	SGR	\$ 1,695.14	\$ 1,695.14	\$ -	\$ 1,695.14	-
Irwindale	No	LAR	\$ 582.25	\$ 582.25	\$ -	\$ 582.25	\$ 1,934.80
Irwindale	No	SGR	\$ 1,352.54	\$ 1,352.54	\$ -	\$ 1,352.54	
La Canada Flintridge	No	LAR	\$ 838.44	\$ 838.44	\$ -	\$ 838.44	-
La Habra Heights	No	SGR	\$ 749.09	\$ 749.09	\$ -	\$ 749.09	\$ 3,867.81
La Habra Heights	No	SGR - CC	\$ 3,118.72	\$ 3,118.72	\$ -	\$ 3,118.72	
La Mirada	Yes	SGR - CC	\$ 4,074.83	\$ 4,074.83	\$ -	\$ 4,074.83	-
La Puente	No	SGR	\$ 955.27	\$ 955.27	\$ -	\$ 955.27	-
La Verne	No	SGR	\$ 1,396.88	\$ 1,396.88	\$ -	\$ 1,396.88	-
Lakewood	Yes	LAR	\$ 526.98	\$ 526.98	\$ -	\$ 526.98	\$ 3,309.51
Lakewood	Yes	SGR	\$ 746.09	\$ 746.09	\$ -	\$ 746.09	
Lakewood	Yes	SGR - CC	\$ 2,036.43	\$ 2,036.43	\$ -	\$ 2,036.43	
Long Beach (minus estuary)	Yes	LAR	\$ 971.71	\$ 971.71	\$ -	\$ 971.71	\$ 4,162.30
Long Beach	Yes	SGR	\$ 739.43	\$ 739.43	\$ -	\$ 739.43	
Long Beach	Yes	SGR - CC	\$ 2,451.16	\$ 2,451.16	\$ -	\$ 2,451.16	
Los Angeles	No	LAR	\$ 10,822.08	\$ 10,822.08	\$ -	\$ 10,822.08	-
Lynwood	Yes	LAR	\$ 700.07	\$ 700.07	\$ -	\$ 700.07	-
Maywood	Yes	LAR	\$ 566.92	\$ 566.92	\$ -	\$ 566.92	-
Monrovia	No	LAR	\$ 808.39	\$ 808.39	\$ -	\$ 808.39	\$ 1,470.44
Monrovia	No	SGR	\$ 662.04	\$ 662.04	\$ -	\$ 662.04	
Montebello	Yes	LAR	\$ 828.33	\$ 828.33	\$ -	\$ 828.33	-
Monterey Park	No	LAR	\$ 805.38	\$ 805.38	\$ -	\$ 805.38	-
Norwalk	Yes	SGR	\$ 1,034.29	\$ 1,034.29	\$ -	\$ 1,034.29	\$ 4,385.43
Norwalk	Yes	SGR - CC	\$ 3,351.14	\$ 3,351.14	\$ -	\$ 3,351.14	
Paramount	Yes	LAR	\$ 637.52	\$ 637.52	\$ -	\$ 637.52	-
Pasadena	No	LAR	\$ 1,365.08	\$ 1,365.08	\$ -	\$ 1,365.08	-
Pico Rivera	Yes	LAR	\$ 609.86	\$ 609.86	\$ -	\$ 609.86	\$ 1,799.33
Pico Rivera	Yes	SGR	\$ 1,189.47	\$ 1,189.47	\$ -	\$ 1,189.47	
Pomona	No	SGR	\$ 2,654.52	\$ 2,654.52	\$ -	\$ 2,654.52	-
Rosemead	No	LAR	\$ 712.17	\$ 712.17	\$ -	\$ 712.17	-
San Dimas	No	SGR	\$ 1,996.80	\$ 1,996.80	\$ -	\$ 1,996.80	-
San Fernando	No	LAR	\$ 610.32	\$ 610.32	\$ -	\$ 610.32	-
San Gabriel	No	LAR	\$ 674.33	\$ 674.33	\$ -	\$ 674.33	-



San Marino	No	LAR	\$ 660.99	\$ 660.99	\$ -	\$ 660.99	-
Santa Fe Springs	Yes	SGR	\$ 914.20	\$ 914.20	\$ -	\$ 914.20	\$ 4,413.79
Santa Fe Springs	Yes	SGR - CC	\$ 3,499.59	\$ 3,499.59	\$ -	\$ 3,499.59	
Sierra Madre	No	LAR	\$ 625.88	\$ 625.88	\$ -	\$ 625.88	-
Signal Hill (minus estuary)	Yes	LAR	\$ 529.99	\$ 529.99	\$ -	\$ 529.99	-
South El Monte	No	LAR	\$ 613.19	\$ 613.19	\$ -	\$ 613.19	\$ 1,299.71
South El Monte	No	SGR	\$ 686.52	\$ 686.52	\$ -	\$ 686.52	
South Gate	Yes	LAR	\$ 791.29	\$ 791.29	\$ -	\$ 791.29	-
South Pasadena	No	LAR	\$ 648.26	\$ 648.26	\$ -	\$ 648.26	-
Temple City	No	LAR	\$ 670.47	\$ 670.47	\$ -	\$ 670.47	-
Unincorporated	No	LAR	\$ 2,946.12	\$ 2,946.12	\$ -	\$ 2,946.12	\$ 14,510.19
Unincorporated	No	SGR	\$ 4,968.38	\$ 4,968.38	\$ -	\$ 4,968.38	
Unincorporated	No	SGR - CC	\$ 6,595.70	\$ 6,595.70	\$ -	\$ 6,595.70	
Vernon	Yes	LAR	\$ 711.43	\$ 711.43	\$ -	\$ 711.43	-
Walnut	No	SGR	\$ 1,438.09	\$ 1,438.09	\$ -	\$ 1,438.09	-
West Covina	No	SGR	\$ 2,060.86	\$ 2,060.86	\$ -	\$ 2,060.86	-
Whittier	Yes	SGR	\$ 879.24	\$ 879.24	\$ -	\$ 879.24	\$ 6,214.04
Whittier	Yes	SGR - CC	\$ 5,334.80	\$ 5,334.80	\$ -	\$ 5,334.80	
LACFCD (5%) of Subtotal:	No	LAR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	\$ 6,620.03
LACFCD (5%) of Subtotal:	No	SGR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
LACFCD (5%) of Subtotal:	No	SGR - CC	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
Grand Total:	-	-	\$ 132,400.65	\$ 132,400.65	\$ -	\$ 132,400.65	-

Calculations based on an estimated monitoring cost of \$44,133.55 per monitoring station.

AGREEMENT  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND THE  
CITY OF SANTA FE SPRINGS

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT  
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 8, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Santa Fe Springs, (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A"**, (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Fourteen Thousand Four Hundred Forty-Nine Dollars and Ninety-Two Cents (\$14,449.92) for the initial payment ("Initial Payment Amount"), for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Seven Thousand Eight Hundred Eighty-Two Dollars and Twenty-Four Cents (\$7,882.24) ("Annual Payment Amount") annually on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative

costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) **Administrative Costs.** As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge three percent (3%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

#### **Section 9. Independent Contractor.**

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The

GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1<sup>st</sup>, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall



be returned to the Permittee.

Section 12. Miscellaneous.

(a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn  
GWMA Administrative/Accounting Assistant  
GWMA  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittee:

Thaddeus McCormack  
City Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
thaddeusmccormack@santafesprings.org

(b) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(c) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(d) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(e) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(f) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be



affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

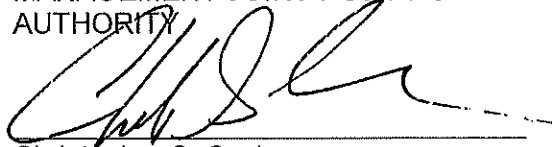
(i) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(j) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: 7/9/15

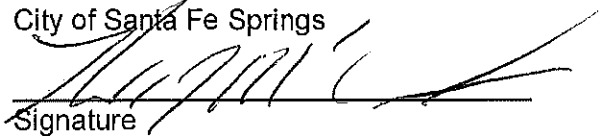
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY



Christopher S. Cash  
GWMA Chair

DATE: 6-25-15

PERMITTEE  
City of Santa Fe Springs

  
Signature

Thaddeus McCormack  
Print Name

City Manager  
Print Title

**EXHIBIT "A"**  
**COST SHARE MATRIX**  
**ATTACHED**

# Harbor Toxics TMDL Monitoring Los Angeles River Watersheds

				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
Group Name	Cities/ Permittees Involved	Area (acres)	Area	Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	\$653	\$687	\$1,340	\$356	\$375	\$731
	Burbank	11,095	3.0%	\$653	\$1,561	\$2,214	\$356	\$852	\$1,208
	Calabasas	4,006	1.1%	\$653	\$564	\$1,217	\$356	\$307	\$664
	Glendale	19,588	5.3%	\$653	\$2,756	\$3,409	\$356	\$1,503	\$1,860
	Hidden Hills	961	0.3%	\$653	\$135	\$788	\$356	\$74	\$430
	La Canada Flintridge	5,534	1.5%	\$653	\$779	\$1,432	\$356	\$425	\$781
	Los Angeles	181,288	48.8%	\$653	\$25,511	\$26,164	\$356	\$13,915	\$14,271
	Montebello	5,356	1.4%	\$653	\$754	\$1,407	\$356	\$411	\$767
	Monterey Park	4,952	1.3%	\$653	\$697	\$1,350	\$356	\$380	\$736
	Pasadena	14,805	4.0%	\$653	\$2,083	\$2,737	\$356	\$1,136	\$1,493
	Rosemead	3,311	0.9%	\$653	\$466	\$1,119	\$356	\$254	\$610
	San Gabriel	2,645	0.7%	\$653	\$372	\$1,025	\$356	\$203	\$559
	San Marino	2,410	0.6%	\$653	\$339	\$992	\$356	\$185	\$541
	South Pasadena	2,186	0.6%	\$653	\$308	\$961	\$356	\$168	\$524
	Temple City	2,577	0.7%	\$653	\$363	\$1,016	\$356	\$198	\$554
	Unincorporated	40,553	10.9%	\$653	\$5,707	\$6,360	\$356	\$3,113	\$3,469
Lower Los Angeles River Watershed	Downey	3,546	1.0%	\$1,306	\$499	\$1,805	\$713	\$272	\$985
	Lakewood	51	0.0%	\$1,306	\$7	\$1,313	\$713	\$4	\$716
	Long Beach	12,301	3.3%	\$1,306	\$1,731	\$3,037	\$713	\$944	\$1,657
	Lynwood	3,098	0.8%	\$1,306	\$436	\$1,742	\$713	\$238	\$950
	Paramount	1,997	0.5%	\$1,306	\$281	\$1,587	\$713	\$153	\$866
	Pico Rivera	1,510	0.4%	\$1,306	\$212	\$1,519	\$713	\$116	\$828
	Signal Hill	774	0.2%	\$1,306	\$109	\$1,415	\$713	\$59	\$772
	South Gate	4,704	1.3%	\$1,306	\$662	\$1,968	\$713	\$361	\$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	\$1,493	\$973	\$2,466	\$814	\$331	\$1,345
	Azusa	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Bradbury	512	0.1%	\$1,493	\$72	\$1,565	\$814	\$39	\$854
	Duarte	832	0.2%	\$1,493	\$117	\$1,610	\$814	\$64	\$878
	Monrovia	5,056	1.4%	\$1,493	\$711	\$2,204	\$814	\$388	\$1,202
	Sierra Madre	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
	Unincorporated	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
Upper Reach 2 Group	Bell	1,676	0.5%	\$1,493	\$236	\$1,729	\$814	\$129	\$943
	Bell Gardens	1,577	0.4%	\$1,493	\$222	\$1,715	\$814	\$121	\$935
	Commerce	4,195	1.1%	\$1,493	\$590	\$2,083	\$814	\$322	\$1,136
	Cudahy	786	0.2%	\$1,493	\$111	\$1,603	\$814	\$60	\$875
	Huntington Park	1,930	0.5%	\$1,493	\$272	\$1,764	\$814	\$148	\$962
	Maywood	754	0.2%	\$1,493	\$106	\$1,599	\$814	\$58	\$872
	Vernon	3,298	0.9%	\$1,493	\$464	\$1,957	\$814	\$253	\$1,067
Other	El Monte	4,482	1.2%	\$5,225	\$681	\$5,856	\$2,850	\$344	\$3,194
	South El Monte	1,577	0.4%	\$5,225	\$222	\$5,447	\$2,850	\$121	\$2,971
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
<b>Totals</b>		<b>371,303</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs  
- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

Carson	54	\$5,225	\$8	\$5,233	\$2,850	\$4	\$2,854
Compton	6,060	\$5,225	\$848	\$6,073	\$2,850	\$485	\$3,335
San Fernando	1,518	\$653	\$213	\$866	\$356	\$116	\$472

Area is preliminary and subject to revisions.

# **Harbor Toxics TMDL Monitoring San Gabriel River Watersheds**

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations			2nd Year and subsequent years		
				\$110,000			\$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	\$1,493	\$41	\$1,534	\$814	\$22	\$837
	Azusa	5,952	3.6%	\$1,493	\$1,897	\$3,389	\$814	\$1,035	\$1,849
	Bradbury	704	0.4%	\$1,493	\$224	\$1,717	\$814	\$122	\$937
	Duarte	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Monrovia	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Sierra Madre	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Unincorporated	1,344	0.8%	\$1,493	\$428	\$1,921	\$814	\$234	\$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	\$1,742	\$1,381	\$3,123	\$950	\$753	\$1,703
	Covina	4,481	2.7%	\$1,742	\$1,428	\$3,170	\$950	\$779	\$1,729
	Glendora	9,307	5.7%	\$1,742	\$2,966	\$4,707	\$950	\$1,618	\$2,568
	Industry	7,647	4.7%	\$1,742	\$2,437	\$4,178	\$950	\$1,329	\$2,279
	La Puente	2,207	1.3%	\$1,742	\$703	\$2,445	\$950	\$384	\$1,334
	Unincorporated	40,812	24.9%	\$1,742	\$13,005	\$14,746	\$950	\$7,093	\$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	\$2,613	\$1,845	\$4,457	\$1,425	\$1,006	\$2,431
	La Verne	5,030	3.1%	\$2,613	\$1,603	\$4,215	\$1,425	\$874	\$2,299
	Pomona	7,929	4.8%	\$2,613	\$2,527	\$5,139	\$1,425	\$1,378	\$2,803
	San Dimas	8,539	5.2%	\$2,613	\$2,721	\$5,333	\$1,425	\$1,484	\$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	\$1,045	\$387	\$1,432	\$570	\$211	\$781
	Cerritos	5,645	3.4%	\$1,045	\$1,799	\$2,844	\$570	\$981	\$1,551
	Diamond Bar	4,563	2.8%	\$1,045	\$1,454	\$2,499	\$570	\$793	\$1,363
	Downey	4,237	2.6%	\$1,045	\$1,350	\$2,395	\$570	\$736	\$1,306
	Lakewood	1,293	0.8%	\$1,045	\$412	\$1,457	\$570	\$225	\$795
	Long Beach	2,138	1.3%	\$1,045	\$681	\$1,726	\$570	\$372	\$942
	Norwalk	6,246	3.8%	\$1,045	\$1,990	\$3,035	\$570	\$1,086	\$1,656
	Pico Rivera	3,929	2.4%	\$1,045	\$1,252	\$2,297	\$570	\$683	\$1,253
	Santa Fe Springs	5,683	3.5%	\$1,045	\$1,811	\$2,856	\$570	\$988	\$1,558
	Whittier	9,882	5.7%	\$1,045	\$2,990	\$4,035	\$570	\$1,631	\$2,201
Other	El Monte	1,577	1.0%	\$2,613	\$503	\$3,115	\$1,425	\$274	\$1,699
	Irwindale	6,152	3.8%	\$2,613	\$1,960	\$4,573	\$1,425	\$1,069	\$2,494
	South El Monte	1,823	1.1%	\$2,613	\$581	\$3,193	\$1,425	\$317	\$1,742
	Walnut	5,757	3.5%	\$2,613	\$1,834	\$4,447	\$1,425	\$1,001	\$2,426
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$5,000
<b>Totals</b>		<b>163,974</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

La Habra Heights	700		\$2,613	\$224	\$2,837	\$1,425	\$119	\$1,544
West Covina	10,283		\$1,742	\$3,291	\$5,033	\$950	\$1,748	\$2,698

# Harbor Toxics TMDL Monitoring San Gabriel River Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000

# Harbor Toxics TMDL Monitoring Coyote Creek Watersheds

				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
Group Name	Cities/ Permittees Involved	Area (acres)	Area	Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Lower San Gabriel River	Artesia	1,037	2.0%	\$2,613	\$1,062	\$3,675	\$1,425	\$579	\$2,004
	Cerritos	5,645	11.1%	\$2,613	\$5,781	\$8,394	\$1,425	\$3,153	\$4,578
	Diamond Bar	4,563	8.9%	\$2,613	\$4,673	\$7,286	\$1,425	\$2,549	\$3,974
	Hawaiian Gardens	614	1.2%	\$2,613	\$629	\$3,241	\$1,425	\$343	\$1,768
	La Mirada	5,018	9.8%	\$2,613	\$5,139	\$7,752	\$1,425	\$2,803	\$4,228
	Lakewood	1,293	2.5%	\$2,613	\$1,324	\$3,937	\$1,425	\$722	\$2,147
	Long Beach	2,138	4.2%	\$2,613	\$2,190	\$4,802	\$1,425	\$1,194	\$2,619
	Norwalk	6,246	12.2%	\$2,613	\$6,397	\$9,009	\$1,425	\$3,489	\$4,914
	Santa Fe Springs	5,683	11.1%	\$2,613	\$5,820	\$8,433	\$1,425	\$3,175	\$4,600
	Whittier	9,382	18.4%	\$2,613	\$9,608	\$12,221	\$1,425	\$5,241	\$6,666
Other	Unincorporated	9,400	18.4%	\$26,125	\$9,627	\$35,752	\$14,250	\$5,251	\$19,501
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$5,000
<b>Totals</b>		<b>51,019</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincorporated will change as shown below.

La Habra Heights	3,242		\$13,063	\$3,307	\$16,369	\$7,125	\$1,816	\$8,941
Unincorporated	9,400		\$13,063	\$9,588	\$22,651	\$7,125	\$5,264	\$12,389

# Harbor Toxics TMDL Monitoring Coyote Creek Watersheds

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating Agencies	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000





# City of Santa Fe Springs

City Council Meeting

June 28, 2018

## **CONSENT AGENDA**

### **I-5 Freeway Widening Water Main Relocation – Florence Segment Phase II- Final Payment**

#### **RECOMMENDATION**

That the City Council approve the Final Progress Payment to G.J. Gentry Engineering, Inc. of Upland, California in the amount of \$232,170.50 for the subject project.

#### **BACKGROUND**

At the City Council meeting of April 13, 2017, the Council awarded a contract to G.J. Gentry Engineering, Inc. of Upland, California in the amount of \$647,390.00 for the subject project.

The Florence Segment Phase II water main relocation work included furnishing and installing 8-inch ductile iron pipe, furnishing and installing fittings, valves, blow off assemblies, local service meters, and appurtenances within the vicinity of the State's freeway widening and other ancillary work.

The final construction cost is \$1,220,241.45. The overall construction cost increased by an amount of \$572,851.95 primarily due to the State forcing the water main relocation project to be done not in accordance with the project phasing as bid. As a result, their contractor Security Paving, Inc. base paved Orr and Day Road, and Florence Avenue prior to the installation of the water main. The project was bid for the pipe installation to be performed prior to base paving by Security Paving. The measured contractor quantities of A.C. pavement and restoration is higher than what was requested in the bid documents as a result of the base pavement placed prior to pipe installation.

The following payment detail represents the Final Progress Payment due per terms of the contract

#### **FISCAL IMPACT**

There is no fiscal impact as the project is fully funded through utility agreement between the City of Santa Fe Springs and the State of California Department of Transportation.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachments:  
Payment Detail

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

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: June 20, 2018

**ITEM NO. 7C**

**Payment Detail:**

**I-5 Freeway Widening Water Main Relocation - Florence Avenue  
Segment Phase II**

**Contractor:**

GJ Gentry General Engineering, Inc.  
1297 W. 9th Street  
Upland, CA 91786

**Final Payment \$ 232,170.50**

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Mobilization	1	L.S.	\$ 60,000.00	\$ 60,000.00		\$ -	100%	\$ 60,000.00
2.	Furnish and install 8" Cement Lined Ductile Iron Pipe (cl. 52) - Trenched (including thrust blocks, restoration of landscaping and irrigation works).	1,780	L.F.	\$ 85.00	\$ 151,300.00	350	\$ 29,750.00	2,017	\$ 171,445.00
3.	Furnish and Install 8" Gate Valve and Box Assembly	15	EA.	\$ 2,100.00	\$ 31,500.00	6	\$ 12,600.00	10	\$ 21,000.00
4.	Furnish and Install Fire Hydrant Assembly	4	EA.	\$ 9,800.00	\$ 39,200.00		\$ -	6	\$ 58,800.00
5.	Furnish and Install 1" Air Release Valve Assembly	3	EA.	\$ 4,500.00	\$ 13,500.00		\$ -	3	\$ 13,500.00
6.	Furnish and Install 2" Blow off Valve Assembly	3	EA.	\$ 2,800.00	\$ 8,400.00		\$ -	3	\$ 8,400.00
7.	Furnish and Install Copper Service Assembly	7	EA.	\$ 4,500.00	\$ 31,500.00	2	\$ 9,000.00	8	\$ 36,000.00
8.	Furnish and Install Pipeline Connection	8	EA.	\$ 1,800.00	\$ 14,400.00	5	\$ 9,000.00	8	\$ 14,400.00
9.	Furnish and install 3 inch water meter and vault assembly	1	EA.	\$ 18,000.00	\$ 18,000.00		\$ -	1	\$ 18,000.00
10.	Temporary Chain Link Fence	1	L.S.	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -
11.	AC pavement Removal and Restoration	1,070	S.F.	\$ 120.00	\$ 128,400.00	1,387	\$ 166,440.00	5,082	\$ 609,840.00
12.	Concrete Removal and Restoration	800	S.F.	\$ 27.00	\$ 21,600.00	330	\$ 8,910.00	559	\$ 15,093.00
13.	Furnish and Install Steel encasement for DDW separation requirements	270	L.F.	\$ 185.00	\$ 49,950.00		\$ -	73	\$ 13,505.00
14.	Furnish and Install Concrete encasement for DDW separation requirements	12	L.F.	\$ 120.00	\$ 1,440.00		\$ -	54	\$ 6,480.00
15.	Storm Damage Precaution (Erosion Control)	1	L.S.	\$ 6,500.00	\$ 6,500.00		\$ -	100%	\$ 6,500.00
16.	Traffic Control	1	L.S.	\$ 25,000.00	\$ 25,000.00	-10%	\$ (2,500.00)	100%	\$ 25,000.00
17.	Trench Shoring, Bracing, or Trench Sloping	1	L.S.	\$ 7,200.00	\$ 7,200.00		\$ -	100%	\$ 7,200.00
18.	Contaminated Soil Removal and Backfill	300	CY	\$ 110.00	\$ 33,000.00	29	\$ 3,190.00	355	\$ 39,050.00
Total					\$ 647,390.00		\$ 236,390.00		\$ 1,124,213.00



## Payment Detail:

I-5 Freeway Widening Water Main Relocation - Florence Avenue  
Segment Phase II

## Contractor:

GJ Gentry General Engineering, Inc.  
1297 W. 9th Street  
Upland, CA 91786

Final Payment \$ 232,170.50

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Change Order No. 1									
1.	Splitting the Project into two phases - second MOB	1	L.S	\$ 40,000.00	\$ 40,000.00	20%	\$ 8,000.00	100%	\$ 40,000.00
2.	Night Work to Complete the Florence Crossing	1	L.S	\$ 22,275.00	\$ 22,275.00		\$ -	100%	\$ 22,275.00
3.	Relocate one Fire Hydrant and one Water Service	1	L.S	\$ 5,570.85	\$ 5,570.85		\$ -	100%	\$ 5,570.85
4.	Raise Air Relief Valve at Dollisong and Cecilia	1	L.S	\$ 19,915.00	\$ 19,915.00		\$ -		\$ -
Total					\$ 87,760.85		\$ 8,000.00		\$ 67,845.85

## Contract Change Order No. 2

1.	ARV Repair Assembly on Fairford & Florence	1	L.S	\$ 9,801.25	\$ 9,801.25		\$ -	100%	\$ 9,801.25
2.	ARV Repair Assembly on Fairford & Florence	1	L.S	\$ 11,241.25	\$ 11,241.25		\$ -	100%	\$ 11,241.25
Total					\$ 21,042.50		\$ -		\$ 21,042.50

## Contract Change Order No. 3

1.	Connect 3-inch Water Service on Florence Avenue.	1	L.S	\$ 7,140.10	\$ 7,140.10		\$ -	100%	\$ 7,140.10
Total					\$ 7,140.10		\$ -		\$ 7,140.10



Total Completed This Period: \$ 244,390.00

\$ 1,220,241.45

## CONTRACT PAYMENTS

Total Items Completed to Date	\$ 1,220,241.45
Less 5% Retention	\$ 61,012.07
Less Progress Payment No. 1	\$ 238,682.75
Less Progress Payment No. 2	\$ 188,442.81
Less Progress Payment No. 3	\$ 53,905.38
Less Progress Payment No. 4	\$ 286,624.60
Less Progress Payment No. 5	\$ 159,403.35
Final Payment	\$ 232,170.50

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
09/11/2017	PP No1	09/11/2017	09/28/2017	\$ 238,682.75	\$ 12,562.25
10/13/2017	PP No2	10/24/2017	10/26/2017	\$ 188,442.81	\$ 9,918.04
12/01/2017	PP No3	12/05/2017	12/14/2017	\$ 53,905.38	\$ 2,837.13
03/23/2018	PP No4	04/05/2018	04/26/2018	\$ 286,624.60	\$ 15,085.51
05/08/2018	PP No5	05/08/2018	05/17/2018	\$ 159,403.35	\$ 8,389.65
05/31/2018	Final Payment	06/19/2018	06/28/2018	\$ 232,170.50	\$ 12,219.50

	Amount	Account
Finance Please Pay:	\$ 232,170.50	PW180102
5% Retention Completed this Period:	\$ 12,219.50	205
Recommended by Project Manager:	Frank Beach	
Approved by Public Works Director:	Noe Negrete	



## *City of Santa Fe Springs*

City Council Meeting

June 28, 2018

### **NEW BUSINESS**

#### Resolution 9579 - Adoption of Local Hazard Mitigation Plan

#### **RECOMMENDATIONS**

That the City Council take the following actions:

- Adopt Resolution No. 9579 approving a Local Hazard Mitigation Plan; and
- Authorize the Director of Police Services to submit the "Final Draft Plan" of the Local Hazard Mitigation Plan to FEMA for final approval.

#### **BACKGROUND**

The Federal Disaster Management Act of 2000 (DMA 2000), which amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act, requires every local, county and state government to have an approved Hazard Mitigation Plan. In addition to minimizing the impact of major hazard events on the community, completion of the Plan also maintains eligibility for future hazard mitigation funding following any significant disasters. As a result of the DMA 2000 legislation, hazard mitigation is now considered to be the first step in preparing for emergencies, rather than the final step in recovery.

The consequences of not having an approved Hazard Mitigation Plan are significant. Without one, the City will be ineligible for FEMA mitigation programs including the Hazard Mitigation Grant Program, Flood Mitigation Assistance Program, and most importantly, potential loss of public assistance for repetitively damaged facilities following a disaster.

This is the City's first Hazard Mitigation Plan. In May of 2017, Council authorized staff to enter into a contract with Emergency Planning Consultants to assist the City in facilitating the development of the Plan. A Planning Team was formed consisting of staff representatives from Police Services, Planning, Code Enforcement, Public Works, Fire-Rescue, and Public Works / Engineering. The Team met multiple times to examine hazards and impacts, develop mitigation goals and actions, develop a strategy for public input, and review the First Draft Plan. Information required for the Hazard Mitigation Plan was drawn from a variety of sources including the County of Los Angeles All-Hazards Mitigation Plan.

An opportunity was provided for the general public, as well as interested external agencies (e.g. adjoining jurisdictions, special districts, etc.) to participate in the planning writing process. This was accomplished through posting of the Second Draft Plan and distribution of invitations via the City's website.

**PLAN STRUCTURE**

The Hazard Mitigation Plan documents the mitigation planning process including how it was developed, the planning timeframe, and who was involved in drafting the document. A risk assessment was conducted and details the type of natural hazards that can affect the jurisdiction. The Plan also includes information on previous occurrences of hazard events and the probability of future events. The City's essential and critical facilities were assessed as to vulnerability. Demographic and land use data was also important in identifying present day and future vulnerabilities.

The core of the Plan is the Mitigation Strategy which outlines the City's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools.

**FINDINGS**

The Plan identifies a broad range of mitigation action items, including assigned departments, timelines, and priorities. The mitigation action items are aimed at activities that will minimize or eliminate the impact of hazards on the community and its vital resources.

**PLAN ADOPTION AND APPROVAL**

The Third Draft Plan incorporating public input was submitted to Cal OES and FEMA for formal review. On May 10, 2018, FEMA issued an "Approval Pending Adoption" notice. The City Council is now requested to adopt the Final Draft Plan by way of a formal resolution. Proof of the Council's adoption will be forwarded to FEMA along with a request for a Letter of Final Approval. Once received, the final approval will be incorporated into the Plan and the document will be deemed Final. The Hazard Mitigation Plan will be reviewed by staff on a yearly basis and will be updated every five years as required by FEMA.



Raymond R. Cruz  
City Manager

Attachments:

City of Santa Fe Springs Hazard Mitigation Plan  
Resolution NO. 9579  
FEMA "Approval Pending Adoption" Notice



RESOLUTION NO. 9579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,  
CALIFORNIA, ADOPTING ITS 2018 LOCAL HAZARD MITIGATION PLAN

WHEREAS, the Santa Fe Springs City Council recognizes the need for a local hazard mitigation plan as required by the Federal Disaster Mitigation Act of 2000;

WHEREAS, the City's Hazard Mitigation Plan focuses on the potential impacts of earthquakes, floods, dam failure, urban fires, and hazardous materials events in addition to including an assessment of these hazards, a plan to mitigate them, and methods of monitoring, evaluating and continuing to update the City's Hazard Mitigation Plan at least every five years;

WHEREAS, the City's 2018 Hazard Mitigation Plan was announced in a press release as available on the City's website and at City Hall to solicit the community's input into the City's Hazard Mitigation Plan;

WHEREAS, the City Council reviewed the 2018 Hazard Mitigation Plan during its public meeting on June 28, 2018, in conjunction with receiving all public comments on the document.

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

SECTION 1. The City Council has determined that the 2018 City of Santa Fe Springs Local Hazard Mitigation Plan is complete and adequate and complies with all State and Federal requirements.

SECTION 2. The City Council does hereby authorize the City Manager to initiate implementation of the Hazard Mitigation Plan in addition to making any necessary corrections or modifications to the document as required by changes in hazards or the City's capability to mitigate against hazards.

SECTION 3. The City Council does authorize the City Clerk to certify to the passage and adoption of this Resolution for the City's 2018 Local Hazard Mitigation Plan and to forward a copy of the City Council resolution to FEMA in order for FEMA to declare a final approval.

ADOPTED this June 28, 2018.

Jay Sarno, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

WITNESS my hand and the official seal of the City of Santa Fe Springs, California,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2018.



FEMA

May 9, 2018

Darryl Pedigo  
Public Safety Officer  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Dear Mr. Pedigo:

We have completed our review of the *City of Santa Fe Springs Hazard Mitigation Plan*, and have determined that this plan is eligible for final approval pending its adoption by the City of Santa Fe Springs.

Formal adoption documentation must be submitted to the FEMA Region IX office by the jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. We will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact Alison Kearns, Senior Community Planner, at (510) 627-7125 or by email at [alison.kearns@fema.dhs.gov](mailto:alison.kearns@fema.dhs.gov).

Sincerely,

A handwritten signature in blue ink that reads "Juliette Hayes".

Juliette Hayes  
Division Director  
Mitigation Division  
FEMA Region IX

Enclosure

cc: Julie Norris, Mitigation and Dam Safety Branch Chief, California Governor's Office of  
Emergency Services  
Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of  
Emergency Services





# City of Santa Fe Springs

City Council Meeting

June 28, 2018

## NEW BUSINESS

North Residential Street Improvements (Terradell Street– Whiteland Street – Nova Street – Roma Street) - Award of Contract

### RECOMMENDATIONS

That the City Council take the following actions:

- Appropriate \$140,000 from the Utility User's Tax (UUT) Capital Improvement Plan (CIP) Funds to the North Residential Streets Improvements (PW180006);
- Accept the bids;
- Find Sequel Contractors, Inc. of Santa Fe Springs, California to be a non-responsible bidder and reject their bid; and
- Award a contract to All American Asphalt of Corona, California, in the amount of \$409,877.00.

The City Council, at their meeting of April 12, 2018, authorized the City Engineer to advertise for construction bids. The North Residential Street Improvements project includes the following four (4) street segments:

1. Terradell Street from Pioneer Boulevard to Bradwell Avenue
2. Whiteland Street from Orr and Day Road to End of Cul-De-Sac
3. Nova Street from Bradwell Avenue to End of Cul-De-Sac
4. Roma Street from Bradwell Avenue to End of Cul-De-Sac

The street improvements consists of the removal of existing asphalt/concrete pavement surface, reworking the underlying aggregate base and in situ soil materials to provide a firm and stable platform for placing new asphalt concrete pavement thereon, and the removal and replacement of curb ramps, cross-gutters, curb and gutter, sidewalks, and driveways.

Bids were opened on May 22, 2018 and a total of seven bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals, with the exception of Sequel Contractors, Inc. are in compliance with the project specifications.

### **Non-Responsible Bidder**

Contracts for competitively bid public projects must be awarded to the lowest responsible bidder. Public Contract Code § 20162. The process for selecting the lowest responsible bidder includes a determination of (1) which bidder is the lowest monetary bidder; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible. A responsible bidder is one who is able to perform the contract if awarded. To be considered responsible, the bidder must demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Public Contract Code § 1103. A range of factors may be used to determine bidder responsibility, including performance history, reliable

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

A handwritten signature in blue ink, appearing to be "JN", is written over the printed name of the Director.

Date of Report: June 21, 2018

**ITEM NO. 9**

financial information, bonding and insurance capacity, public works experience, personnel, litigation history, and others.

In this case, past experiences have raised several concerns. Sequel Contractors, Inc. (Sequel) has previously completed three other recent street projects for the City: Gridley Avenue Street Rehabilitation (completed June 2014), Bartley Avenue Street Rehabilitation (completed March 2017), and Parkmead Street Rehabilitation (completed March 2017). For each of these projects Sequel was difficult to coordinate with and had issues with poor workmanship regarding, asphalt paving and concrete paving. As an example of difficulty to coordinate with; on the Bartley project Sequel installed AC paving material that had not been previously submitted and approved by the City. As for workmanship, on Bartley, Sequel at their own risk base paved the street when the City had concerns that the required compaction had not been met and went against a City directive to stop paving until the compaction requirements were confirmed by both parties. As for concrete paving, on the Bartley project one half of a curb ramp was removed and replaced due to it not meeting ADA requirements and sidewalk on Parkmead was redone due to poor concrete finishing. Further, during the Bartley project, staff had to remove the Sequel superintendent (part-owner) from the project for challenging the City contract inspector to a fist fight and for not being cooperative on the project. Sequel has not displayed trustworthiness in dealing with Staff regarding the schedule of work, as it does not adhere to the approved schedule. On Parkmead, Sequel installed new turf in the parkway on both sides of the street. Due to not watering the turf, it died and needed to be replaced. Staff sent six requests regarding this issue to Sequel and it took approximately six months for Sequel to remedy this situation. Sequel has a history of not being in control over their subcontractors: with Sierra Landscape and Development and Martinez Concrete serving as prime examples. Martinez Concrete would not complete punch list items due to allegedly not being paid by Sequel and would not replace failed/cracked concrete since they blamed Sequel for not providing adequate traffic control. In comparison to other contractors, Sequel's equipment tends to break down or malfunction more than others. Their paving machine, excavator, backhoe and steel drum roller broke down on one or more of the previous three projects which slowed and/or delayed the completion of the projects and further inconvenienced the public. In checking their references a neighboring City stated that they had similar issues of uncooperativeness, poor quality of work and difficulty in adhering to a schedule. Staff recommends that Council find Sequel to be a non-responsible bidder.

If a city intends to reject a bid on the basis of non-responsibility, it must, before the award of the contract to the second lowest bidder, give notice to the bidder of any evidence reflecting on the bidder's responsibility, afford the bidder an opportunity to rebut such adverse evidence, and permit the bidder to present evidence that he or she is qualified to perform the contract. On or about, June 19, 2018, the City provided Sequel Contractors notice of its intention to find them non-responsible and they should be given the opportunity to present in response.

**Second Lowest Bidder**

In the event the City Council finds Sequel Contractors non-responsible, the second low bidder for the project was All American Asphalt of Corona, California, in the amount of \$409,877.00. The following represents the bids received and the amount of each bid:

<b><u>Company Name</u></b>	<b><u>Bid Amount</u></b>
1. Sequel Contractors, Inc.*	\$394,183.00
2. All American Asphalt	\$409,877.00
3. R.J. Noble Company	\$439,941.40
4. Hardy and Harper Inc.	\$456,000.00
5. Excel Paving Company	\$483,260.00
6. Griffith Company	\$549,945.00
7. EBS Engineering	\$576,698.00

\*Staff recommends that Council find this bidder non-responsible.

**LEGAL REVIEW**

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

**FISCAL IMPACT**

The North Residential Street Improvements project is included in the Approved Capital Improvement Plan (CIP) with an original budget of \$462,800 which is less than the total estimated project cost of \$602,000. At the time of the project advertisement, staff anticipated the total project cost to be approximately \$625,000. Staff recommends an appropriation of \$140,000 from the UUT CIP Funds.

Construction	\$410,000.00
Design	\$75,000.00
Project Management	\$35,000.00
Inspection	\$41,000.00
Contingency	\$41,000.00
<b>Total</b>	<b>\$602,000.00</b>

**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:**

1. Agreement
2. Letter notice to Sequel
3. Non-responsible Documents

**CITY OF SANTA FE SPRINGS**

**CONTRACT AGREEMENT**

FOR

**NORTH RESIDENTIAL STREETS IMPROVEMENTS  
(Terradell Street - Whiteland Street - Nova Street - Roma Street)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 28<sup>th</sup> day of June, 2018, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and All American Asphalt as CONTRACTOR in the amount of \$409,877.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

### ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR  
**ALL AMERICAN ASPHALT**

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

Edward J. Carlson, Vice 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





11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

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**DEPARTMENT OF PUBLIC WORKS**

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**VIA CERTIFIED MAIL: 7017 2680 0000 9792 8754**

June 21, 2018

Sequel Contractors, Inc.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

Attention: Mr. Thomas S. Pack, President

Subject: North Residential Street Improvement Project  
(Terradell Street – Whiteland Street - Nova Street – Roma Street)

Dear Mr. Pack:

This letter is to inform you that we have received your bid for the subject project and notify you that at the City Council meeting of June 28, 2018, staff is recommending that the City Council find your bid to be non-responsible and reject your bid. You are invited to attend the meeting, which starts at 6:00 pm and will be held in the Council Chambers located at 11710 Telegraph Road Santa Fe Springs, CA 90670. You have the opportunity to rebut the evidence brought forth by the City and provide evidence that you are qualified to perform the contract.

The non-responsible evidence from the City is as follows. Sequel Contractors, Inc. (Sequel) has previously completed three other recent street projects for the City: Gridley Avenue Street Rehabilitation (completed June 2014), Bartley Avenue Street Rehabilitation (completed March 2017), and Parkmead Street Rehabilitation (completed March 2017). For each of these projects Sequel was difficult to coordinate with and had issues with poor workmanship regarding, asphalt paving and concrete paving. As an example of difficulty to coordinate with; on the Bartley project Sequel installed AC paving material that had not been previously submitted and approved by the City. As for workmanship, on Bartley, Sequel at their own risk base paved the street when the City had concerns that the required compaction had not been met and went against a City directive to stop paving until the compaction requirements were confirmed by both parties. As for concrete paving, on the Bartley project one half of a curb ramp was removed and replaced due to it not meeting ADA requirements and sidewalk on Parkmead was redone due to poor concrete finishing. Further, during the Bartley project, staff had to remove the Sequel superintendent (part-owner) from the project for challenging the City contract inspector to a fist fight and for not being cooperative on the project. Sequel has not displayed trustworthiness in dealing with Staff regarding the schedule of work, as it does not adhere to the approved schedule. On Parkmead, Sequel installed new turf in the parkway on both sides of the street. Due to not watering the turf, it died and needed to be replaced. Staff sent six requests regarding this issue to Sequel and it took

JAY SARNO, MAYOR ♦ JUANITA TRUJILLO, MAYOR PRO TEM  
CITY COUNCIL

RICHARD J. MOORE ♦ WILLIAM K. ROUNDS ♦ JOE ANGEL ZAMORA  
CITY MANAGER  
RAYMOND R. CRUZ

Sequel Contractors, Inc.  
North Residential Street Improvement  
June 21, 2018  
Page 2 of 2

approximately six months for Sequel to remedy this situation. Sequel has a history of not being in control over their subcontractors; with Sierra Landscape and Development and Martinez Concrete serving as prime examples. Martinez Concrete would not complete punch list items due to allegedly not being paid by Sequel and would not replace failed/cracked concrete since they blamed Sequel for not providing adequate traffic control. In comparison to other contractors, Sequel's equipment tends to break down or malfunction more than others. Their paving machine, excavator, backhoe and steel drum roller broke down on one or more of the previous three projects which slowed and/or delayed the completion of the projects and further inconvenienced the public. In checking their references a neighboring City stated that they had similar issues of uncooperativeness, poor quality of work and difficulty in adhering to a schedule. Therefore, staff recommends that the City Council find Sequel's bid to be non-responsible and reject the bid.

Please find the agenda report going to City Council and our corresponding backup documentation for your reference.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Noe Negrete', is written over a horizontal line.

Noe Negrete  
Director of Public Works/City Engineer

c: Raymond R. Cruz, City Manager  
Yolanda M. Summerhill, City Attorney





11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

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

January 6, 2017

Mr. Mike Mahler  
Sequel Contractors, Inc.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670  
[mike@sequelcontractors.com](mailto:mike@sequelcontractors.com)

Dear Mr. Mahler

On January 6, 2017 City staff (Noe Negrete and Robert Garcia) met with Mike Mahler and Abel Magallanes, Sequel Contractors, Inc. (Sequel) to discuss paving operations on Bartley Avenue north of Flossmoor Road to Whiteland Street. Sequel requested City approval to base pave Bartley Avenue north of Flossmoor Road to Whiteland Street. The City had concerns over the compaction of the subgrade on Bartley Avenue north of Flossmoor Road (including the intersection).

The City contracted with Southwest Inspection and Testing, Inc. to conduct subgrade compaction testing (Testing Method D6938) on Bartley Avenue. Southwest Inspection and Testing Inc. conducted eleven (11) test locations starting from Station 8+00 and ending at Station 15+42 (742 Feet) and seven (7) locations failed to meet the 95% or greater compaction standard. While in the field, the Southwest technician had taken six (6) compaction tests with three (3) failing and three (3) passing. The City discussed the failed compaction results with Sequel and recommended that Sequel not continue with the base paving operations due to the failure of subgrade compaction testing results. The City directed Sequel to not continue with the paving operations until compaction results of 95% or greater can be achieved. Sequel determined it was not cost effective to discontinue the paving operations and stated Sequel will assume full responsibility for any asphalt concrete deficiencies and proceeded at its own risk. City Inspector Nick Turner, had previously approved asphalt concrete base paving on Bartley Avenue from approximately 200 feet north of Telegraph Road to approximately before the curb return on Bartley Avenue at Flossmoor Road (Station 8+00). Sequel continued paving operations against the City directive and understands the City may request all of the base paving from Station 8+00 through Station 15+42 be removed and replaced at Sequel's full expense.

Sincerely,

Noe Negrete  
Director of Public Works

Richard J. Moore, Mayor • William K. Rounds, Mayor Pro Tem  
City Council  
Jay Sarno • Juanita Trujillo • Joe Angel Zamora  
City Manager  
Thaddcus McCormack



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"A GREAT PLACE TO LIVE, WORK, AND PLAY"

VIA CERTIFIED MAIL No: 7016 1370 0000 6196 2142

September 7, 2017

Sequel Contractors, Inc.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

Attention: Mr. Mike Mahler

Subject: Parkmead Street Rehabilitation

Dear Mr. Mahler:

As per our meeting this afternoon with the City Manager, you are hereby directed to replace all the parkway turf on Parkmead Street from Jersey Avenue to Pioneer Boulevard as identified by Robert Garcia, Project Manager, on Monday September 11, 2017. The parkway turf identified by the City shall be replaced no later than Friday, September 15, 2017. The City will provide a list of parkway turf to be replaced by 5:00 pm on Monday, September 11, 2017.

This letter shall serve as written notification requesting the replacement of parkway turf that is dead and in poor condition along Parkmead Street from Jersey Avenue to Pioneer Boulevard. In addition, you are also directed to purchase a temporary water meter from the City to use for watering the parkway and trees on Parkmead Street. You may NOT use water from the residential homes to perform your maintenance.

Should you have any questions regarding the information provided, please do not hesitate to contact me at (562)409-7540.

Sincerely,

Noe Negrete  
Director of Public Works

cc: Don Powell, Interim City Manager  
Yolanda Summerhill, City Attorney

WILLIAM K. ROUNDS, MAYOR ♦ JAY SARNO, MAYOR PRO TEM  
CITY COUNCIL

RICHARD J. MOORE ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA  
CITY MANAGER

THADDEUS MCCORMACK

BARTLEY MIX (USED ON FLOSSMIRE INTERSECTION, RINDWAY  
BETWEEN FLOSSMIRE & WHITELAND INTERSECTION AND WHITELAND  
INTERSECTION. THE CITY DID NOT APPROVE THIS MIX, SEQUEL  
DELIVERED BLUE DIAMOND MIX AND INSTALLED AT THEIR OWN  
RISK.



R.G.

Sully-Miller Contracting Co. DBA  
BLUE DIAMOND MATERIALS  
SOUTH GATE DRUM PLANT  
(800) 300-4240



# ASPHALT CONCRETE JOB MIX FORMULA

Date: 01/18/17

Project: Bartley Ave. & Telegraph Rd.  
Project Location: City of Santa Fe. Springs  
Contract #:

Plant Mix #: 300093  
Mix Type: Class B  
Lab Mix #: 17-012 - 100805 & 300093  
Asphalt Type: PG 64-10

Customer: Sequel Contractors  
Project / Track #: 17-012

## INDIVIDUAL BIN VALUES

## ASPHALT CONTENT

Bin	3/4"	1/2"	3/8"	R.D.	W.C.	RAP	% Virgin	
							A.C.	Required by Wt. of Agg.: 4.8%
% Wt. of Agg.	21.0	17.0	18.0	24.0	0.0	20.0	3.8	Recovered Asphalt : 1.0%
% Total Wt.	20.2	16.4	17.3	23.1	0.0	19.3	3.7	Required by Total Wt. : 4.7%
								RAP Oil Content : 5.0%

PLANT #s	21.0	17.0	18.0	24.0	0.0	20.0	4.8%
----------	------	------	------	------	-----	------	------

Agg. Source: San Gabriel Valley San Gabriel Valley San Gabriel Valley San Gabriel Valley San Gabriel Valley

## GREENBOOK 203-6.4.4 (A)

	3/4"	1/2"	3/8"	R.D.	W.C.	RAP	COMBINED	MIN	MAX
SIEVE									
1-1/2" (37mm)	100	100	100	100	100	100	100	100	100
1" (25mm)	100	100	100	100	100	100	100	100	100
3/4" (19mm)	96	100	100	100	100	100	99	87	100
1/2" (12.5mm)	18	85	100	100	100	100	80	70	87
3/8" (9.5mm)	5	30	98	100	100	95	67	55	76
#4 (4.75mm)	2	3	36	98	96	69	45	35	52
#8 (2.36mm)	1	2	10	81	85	50	32	22	40
#16 (1.18mm)	0	0	5	59	68	38	23	-	-
#30 (600um)	0	0	3	43	46	29	17	8	24
#50 (300um)	0	0	2	29	21	19	11	5	18
#100 (150um)	0	0	1	19	7	12	7	-	-
#200 (75um)	0	0	1	11.9	2.8	8.0	4.6	0	7

NOTE: In order to conform to the Specifications  
adjustments to the bin percentages will  
be made. Per section 203-6.2,  
this Job Mix Formula is hereby  
certified as of 01/18/17

Density 150.6  
Max Density 157.0  
% Air Voids 4.1  
Stability 42

SE 71  
RAP SE 88

Hveem

35 MIN.

50 MIN.

80 MIN.

MICHAEL RAMOS  
QUALITY CONTROL  
BLUE DIAMOND MATERIALS



Approx. ~ 12/16/16 ~  
12/19/16

## Bartley Concrete Preliminary Punchlist

Item #	Location	Description	Completed Repairs	Repairs Accepted
South Side of Parkmead				
1	WCR at Telegraph & Bartley	Remove Concrete Slurry from ADA Grooving		
2	9837 Bartley	Damaged curb drain		
3	9813 and 9807 Bartley	Repair damage to existing driveway		
4	S/W Corner of Flossmoor & Bartley	Repair chipped curb (Marked)		
5	S/W Corner of Flossmoor & Bartley	Wheelchair ramp fails to meet the project specification by exceeding 7.5% but not more than 8.33%		
6	9761 & 9757 Bartley	Repair damage to existing driveway		
7	9745 Bartley	Repair damage to existing driveway and brick boarder at the back edge of the sidewalk		
8	9731 Bartley	Repair damage to existing driveway		
9	9725 Bartley	Repair damage to existing driveway		
10	50' s/o Whiteland on the west side of Bartley	Graffiti on curb at the carriage walkway		
11	S/W Corner of Whiteland and Bartley	Sidewalk is back flowing at .6% on the Bartley side. Water would flow directly on the landing portion of WCR		
12	S/W Corner of Whiteland and Bartley	R&R approximately 8X8'. (Cracked) The cross gutter is also holding water just to the west. Entire section may need to be removed		
13	N/W Corner of Bartley and Whiteland	Wheelchair ramp fails to meet the project specification by exceeding 7.5% but not more than 8.33%		
14	N/W Corner of Bartley and Whiteland	Cross Gutter is holding water.		
15	9612 Bartley	Repair damage to existing driveway		
16	Cross Gutter, North side of Whiteland and Bartley	Cross Gutter is roughly finished in the shiner portion of the cross gutter.		

17	S/E corner of Whiteland and Bartley	Wheelchair ramp fails to meet the project specification by exceeding 7.5% but not more than 8.33%. Additionally, the landing exceeds 1.5%		
18	9716 Bartley	Graffiti on the sidewalk.		
19	9762 Bartley	Repair damage to existing driveway		
20				
21				
22				
23				
24				
25				
General				
1	Northwest corner of Flossmoor and Bartley	Repair damage to residents brick. Damaged during removal of existing wheelchair ramps.		
2	Entire Project	Complete repairs to Sprinkler and complete backfill at each location of curb and gutter R&R		
3	Entire Project	Start temporary HMA patch back of Curb and gutter, per bid item 005.		
4	Entire Project	Complete repairs to Sprinkler and complete backfill at each location of sidewalk R&R		
5				
6				
7				



## Parkmead Concrete Preliminary Punchlist

Item #	Distance from BCR @ STA 7+22	STA	Description	Repair Made	Repair Accepted
South Side of Parkmead					
1	13	735	Damaged Sidewalk	X	
2	53.25	775.25	Sidewalk is flat, maybe back flowing.	X	
3	118.5	840.5	sidewalk finish is rough/ non-uniform	X	
4	172	894	sidewalk finish is rough/ non-uniform	X	
5	284	1006	damage to existing driveway, R&R 3x7 panel. damage next to C&G	X	
6	215	937	Damage to C&G	X	
7	110	832	Damage to existing driveway		
8	343	1065	Graffiti on sidewalk	X	
9	447	1169	Concrete clumps on sidewalk	X	
10	539	1261	Broken Sidewalk	X	
11	720	1442	cracked sidewalk	X	
12	866	1588	Graffiti on sidewalk	X	
13	883	1605	Remove forms and backfill sidewalk		
14	1040	1762	sidewalk finish is rough/ non-uniform	X	
15	809	1531	Back of curb cracked @ Driveway	X	
16	489	1211	Existing Driveway is damaged	X	
17	157	879	Damaged to Curb and Gutter	X	
18	243	965	Rough Non-uniform finish	X	
19	295	1017	Damage to Sidewalk	X	
20	316	1038	Rough Non-uniform finish Sidewalk and Driveway	X	
21	380	1102	Rough Non-uniform Finish	X	
22	491	1213	Remove and replace Driveway	X	
23	927	1649	Rough Non-uniform Finish to driveway	X	
24	1030	1752	Remove and replace sidewalk	X	
Contractor					
25	11604		Repair existing sprinklers and backfill sidewalk		
26	11608		Repair existing sprinklers and backfill sidewalk		

27	11612		Repair existing sprinklers and backfill sidewalk		
28	11620		Repair existing sprinklers and backfill sidewalk		
29			Repair Bad patch made By MCI		
30	11624		Repair Bad patch made By MCI		
31	11628		Repair existing sprinklers and backfill sidewalk		
32	11644		Repair Bad patch made By MCI		
33	11652		Repair existing sprinklers and backfill sidewalk		
34			Repair Bad patch made By MCI		
35	11706		Repair Bad patch made By MCI		
36			Repair existing sprinklers and backfill sidewalk		
37	11708		Repair existing sprinklers and backfill sidewalk		
38			Repair Bad patch made By MCI		
39	11718		Repair existing sprinklers and backfill sidewalk		
40	11750		Repair Bad patch made By MCI		
41			Repair existing sprinklers and backfill sidewalk		
42	11752		Repair Bad patch made By MCI		
43	11723 & 11719		Repair existing sprinklers and backfill sidewalk		
44	11719		Repair Bad patch made By MCI		
45	11713		Repair existing sprinklers and backfill sidewalk		
46	11707		Repair Curb as discussed w/ Robert G.		
47	11613		Repair Bad patch made By MCI		
North Side of Parkmead					
1	756	1478	Damaged Driveway and sidewalk 14+78 to 15+02		
2	790	1512	repair stone work on wall		
3	810	1532	repair stone work on wall		
4	876	1598	Concrete clumps on sidewalk		
5	896	1618	Concrete clumps on sidewalk		
6	906	1628	Chipped Sidewalk		
7	968	1690	Chipped Sidewalk		
8	1085	1807	sidewalk finish is rough/ non-uniform 17+94 to 18+18		
9	1102	1824	Chipped Edge of Sidewalk		
10	993	1715	Damage to existing driveway		
11	971	1693	Damage to front and back of Curb		
12	965	1687	Damage to front and back of Curb		



13	951	1673	Damage to existing Driveway		
14	747	1469	Damage to the top of curb		
15	740	1462	R&R section of C&G		
16	687	1409	New Driveway is chipped and broken		
17			11729 & 11723 Remove and Replace Driveways		
18			11719 Rough Finish to Driveway		
19			11713 Rough Finish to Driveway		
General					
1	Entire	North Side	C&G is holding water for most of the north side. I can not properly evaluate the C&G is cleaned and free of mud/ debris		
2	Entire	South side	C&G is holding water for most of the South side. I can not properly evaluate the C&G is cleaned and free of mud/ debris		
3	Entire	Project Wide	Sequel has not completed the clearing and grubbing portion of the project. Roots within 6" of finish surface are present in all parkways.		
4	Entire	Project Wide	Sweeping of all sidewalk and driveways		
5	BMP's	Project Wide	Proper BMP's need to be installed at the catch basins and regular maintenance needs to be performed		
Wheelchair Ramps					
1	N/W Corner Parkmead and Jersey		Wheelchair ramp fails to meet the project specification by exceeding 7.5% but not more than 8.33%		
2	N/E Corner Parkmead and Alburdis		Wheelchair ramp fails to meet the project specification by exceeding 7.5% but not more than 8.33%		
3	All Wheelchair ramps		All ramps are missing the relief joints at the top of the ramp and wings at the front side of the landing and the leading edge of the wings. Please suggest a repair method		
4					





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Thursday, November 17, 2016

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 4:00

### Activities.

#### 1. Bid Item #0013 Remove and Reconstruct 8" curb & gutter

Sequel continued the removal of curb & gutter today working west from STA 12+90 to STA 8+50. 440 LF of C&G was removed today.

A. Martinez (MCI) was on site today to continue the placement of the 8" C&G. Today they formed and placed C&G from STA 17+44 working west to STA 13+08 **436LF**. All subgrade was compacted using a plate compactor(vibratory Plate) and all subgrade was found to generally be firm and unyielding. the forms were found to be at grade based on the survey provided by the contractor at 25' intervals. all concrete placed was within general conformance of Greenbook specification 201 and did not appear to have a slump greater than 5".

#### 2. Bid Item #0014 Removal and Reconstruction of 4" PCC Sidewalk

Sequel continued the removal of the 4" PCC sidewalk today working west from STA 12+90 to STA 9+50 approximately. 1360 SF of sidewalk was removed today.

A. MCI was on site today for placement of sidewalk. All sidewalk was set off of the TC approximately 7.5' to the south and 1.5% higher the curbs TC. The back side of the sidewalk was set at 1.5% higher than the north side falling towards the street. During placement of the sidewalk MCI continually checked the cross fall of the sidewalk during the screeding and during the finishing of the sidewalk. I witnessed the checking of cross fall during the both portion of concrete placement/finishing and witnessed the repair of areas with cross fall greater than 2%. Final Inspection of the sidewalk will be performed during the punchlist portion of the project. Placement of sidewalk for today is as follows. 18+79 - 18+06= 73LF, 17+96 - 17+57 = 39LF, 17+41 - 17+02= 39LF, 16+85 - 16+47 = 38LF, 16+31 - 15+92 = 39LF, 15+77 - 15+40 = 37LF  
total = 265LF X 4 = 1060SF

### Note:

1. Behind the removal crew was a grading crew that was using the survey provided to grade both the subgrade for the curb & gutter and for the sidewalk. The subgrade was not compacted during today's shift. I verified that all subgrade prepared today was not high and discussed the need for some minor compaction before the placement of the concrete with Abel.

2. At approximately 1430, Sequel start their end of the day clean up of the project. they removed approximately 80-90% of all of the large roots front the parkway and approximately 50% of the root from the sidewalk removal area. I asked and Sequel complied with the request to block off all areas of sidewalk removal that had not had the roots removed. They also placed plates in all driveways between STA 18+71 and 12+90 giving everyone on the south side of Parkmead access to their driveways. Caution tape, delineators, sidewalk closed and open trench signs were all in place by the end of shift.

City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Thursday, November 17, 2016**

## Parkmead Street Rehabilitation

**Shift Hours: 7:00 to 4:00**

[illegible]

**Quantity Calculations:**

**Bid Item #0013 placed between STA 17+44 and 13+08 = 436LF**

**Bid Item #0014 Placed As Follows:**  $18+79 - 18+06 = 73\text{LF}$ ,  $17+96 - 17+57 = 39\text{LF}$ ,  $17+41 - 17+02 = 39\text{LF}$ ,  $16+85 - 16+47 = 38\text{LF}$ ,  $16+31 - 15+92 = 39\text{LF}$ ,  $15+77 - 15+40 = 37\text{LF}$  total =  $265\text{LF} \times 4 = 1060\text{SF}$





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Wednesday, November 30, 2016

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 4:00

### Activities.

No work took place on Parkmead today. Robert Garcia and I did meet with Abel (Sequel) and Robert(MCI) to discuss some removal of sidewalk that did not meet the requirements (Specified details) per the contract drawings.

I also spoke to Robert (MCI) about my Final inspection of the sidewalk and ADA ramps before I would agree to any payments. I invited Robert to join me in my final inspection, however, he never committed to walking with me during my inspection. I informed him that I would be performing the final inspection this week. Robert also sent me his quantities for Parkmead. I informed him that I needed to get with the other inspectors before I could agree to the quantities.

I was also informed by Abel that Sierra Landscaping would be on site tomorrow to start the grading of the parkways and the irrigation reinstallation.



City of Santa Fe Springs

Parkmead Street Rehabilitation

# INSPECTOR'S DAILY REPORT

Wednesday, November 30, 2016

Shift Hours: 7:00 to 4:00

**INSPECTION WAS:**

- ☐ Intermittent  
☒ Continuous

**CONTRACTOR(S)**

Sequel Contractors, Inc  
MCI

**ITEM NO., DESCR., HOURS**

**WEATHER**

Temp: 59° 78° Sky: Clear  
Wind: 0 - 5 mph Precip: 0%

**EQUIPMENT AND LABOR**

Equip. ID or Description

**REMARKS**

(Personnel Names, Reason for Idleness, Other)

Equip. ID or	Description
0	Tandom Dump trucks
0	Case 415 backhoes
1	Bobtail Dump truck
2	work trucks
3	Operators
4	Loborers
1	Skidsteer W/ breaker

MCI

3	flatebed work trucks (Forms)
1	Foremans Truck
2	Form Setters/ Masons
5	Laborers

13 R&R Curb &  
Gutter

14 R&R Sidewalk

15 Driveway

0016 WCR

Quantity Calculations:

No Billable Quantities for the day on Parkmead



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Thursday, December 08, 2016

Shift Hours: 7:00 to 4:00

Activities.

### Bid Item 0023

Sierra Landscaping arrived on site this morning at 0800 and continued working on the repairs to the irrigation systems. they started on the east end of Parkmead on the north side working west. All repairs were left open so that I could witness the repairs. All material used was as submitted and approved by the city. I made several trips during the day to see the progress and witness the repairs to the irrigation systems.

When I arrived on site at 1200 I was informed by the foreman from Sierra that they were pulling off the project because they kept running in to tree roots at the planned tree location. I informed them that per spec. they needed to layout all of the tree location for my inspection and if there is an underground obstruction they needed to inform me and I would come pick a new spot for placement at no additional cost to the City. As of 1300 today Sierra had not layout any of the tree location and there were installing the incorrect root barrier.

They were installing the thick plastic sheets as root barrier and they needed to be installing the bio root barriers. the foreman was not aware of the specified material and did not have the specification on site.

Sierra spent the rest of the day laying out the planned tree location.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

Thursday, December 08, 2016

## Parkmead Street Rehabilitation

**Shift Hours: 7:00 to 4:00**

[illegible]

### Quantity Calculations:

**No Billable Quantities for the day on Parkmead**



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Tuesday, January 03, 2017

Shift Hours: 7:00 to 4:30

### Activities.

#### Bid item # 0018

I arrived on site at 0700 to make sure that All American Asphalt (AAA) did not start before 0800. When I arrived they had started unloading and setting up the equipment. I informed the foreman Vince that they needed to shut down until 0800. They complied with the request.

At 0800 AAA started with the removals of the on the east end of the project with thier first pass at 6' in width. they made 5 passes to complete the removals at approximately 1200. They them moved to Alburtis and completed the removals in approximately 30. The final location was on Jersey between the BCR on the south side and the ECR on the north side of Parkmead.

Sequel started their day working on the removal of the C&G, cross gutter and sidewalk on the punchlist. At approximately 1100 the blade arrived on site and started working with the grade checking setting hubs with the established cuts provided by the survayors on the top of curb on the north side of Parkmead. Note: there were NO line stakes or RP stakes, I have no way of knowing that where there setting the hub is in the correct alignment or elevation.

#### Bid Item 0021

Sirrea landscaping was on site today working on the north side of the Parkmead continuing to remove the incorrectly placed root barrier and replacing it with the specified Bio Barrier. they finished the replacement of the incorrect root barrier.





**Tuesday, January 03, 2017.**

## Parkmead Street Rehabilitation

Shift Hours: 7:00 to 4:30

### No Payable Quantities





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Wednesday, January 11, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

Activities.

**Bid Item #0018**

No Work took place on this item.

**Bid Item 0022**

No work was performed

**Bid Item 0021**

No work was performed

**Bid Item 0020**

No work was performed

Note: (1) NO one from Sequel was on site today. there was on of the foreman on site for a short period of time but performed no work. (2) No rain (3) I was informed by Sierra Landscaping that they would be on site today and the foreman was for a short period of time. When I left the site to visit another project and returned they had left. I text the foreman Juan Carlos and he informed me that they would be returning on Friday not tomorrow because of the forecasted rain. (4) I spent the rest of my time on the project making areas that need to removed and replaced. there are several areas that have material that is segregated and unraveling.

City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Wednesday, January 11, 2017**

## Parkmead Street Rehabilitation

**Shift Hours: 7:00 to 3:30**

[illegible]

### Quantity Calculations:

### No Billable Quantities



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Friday, January 13, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

Activities.

**Bid Item #0018**

No Work took place on this item.

**Bid Item 0022**

They also continued working on the installation of the sprinkler heads. They started at the first indicated home to have sprinklers system on the north side of Parkmead at 11703. They continued working on the installation as follows. 11703, 10365, 10365, 11637, 11631, 11619, 11613, 10358, south side of Parkmead 11604, 11606, 11612, 11620, 11622 and 11628. all of the systems are working but need to adjusted.

Note: I spoke with JC about the schedule for next week and he informed me of the following. They would complete the installation of the sprinkler heads on Monday and start the rototilling of the parkways. He also informed me that they had ordered he sod at a quantity of 12,000sf. he intended to have their work completed next week.

**Bid Item 0021**

No work was performed

**Bid Item 0020**

No work was performed

Note:



City of Santa Fe Springs

## Parkmead Street Rehabilitation

## INSPECTOR'S DAILY REPORT

**Friday, January 13, 2017**

Shift Hours: 7:00 to 3:30

[illegible]

**Quantity Calculations:**

### No Billable Quantities



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Tuesday, January 24, 2017

Shift Hours: 7:00 to 3:30

Activities.

No one on site working.

I did however speak with Abel about filling two pot holes that had developed over the weekend in the HMA base course. Additionally, I spoke with Abel and Mike M. about there intent on removing and replacing the rejected areas that were marked but not limited to the marking. Mike stated that hey were going to remove 4 of the areas marked but none of the other one, saying "that's what B mix looks like, ask anyone. We were discussing the severely segregated areas.

I drove by Parkmead at the end of shift and found that the pot holes had not been repair, however the areas were saw cut for removal and I was informed by Abel that they were attempting to get HMA for patch back tomorrow. I was not informed that Sequel was going to be performing saw cutting operation today and Abel did not mention it to me during any of interaction today.

City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Tuesday, January 24, 2017**

## Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

[illegible]

### Quantity Calculations:

### No Billable Quantities





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Friday, January 27, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

### Activities.

At approximately 1100 I was informed by Abel that they had completed the removals of the dig outs on Parkmead. Abel informed me that they had already placed the HMA on all patches. I asked him why he did inform me of the operation and didn't call for inspection of the dig out area in front of 11714 Parkmead. Abel informed me that he did have to, I should have known they were working on it. I informed Abel that the work was not approved and would not be accounted for in quantities and they would need to remove the HMA placed so that I could verify the dig out was completed. Abel showed me a picture of a hole dug in the ground approximately 6.5".

I spent a short period of time on the project today adding/ redling the HMA base course patch location.





City of Santa Fe Springs

# INSPECTOR'S DAILY REPORT

Friday, January 27, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

**INSPECTION WAS:**

- ☒ Intermittent  
☐ Continuous

**CONTRACTOR(S)**

Sequel Contractors, Inc  
MCI

**ITEM NO., DESCR., HOURS**

**WEATHER**

Temp: 50° 71° Sky: Raining  
Wind: 0 - 5 mph Precip: 100%

**EQUIPMENT AND LABOR**

Equip. ID or

Description

0018 Construct  
AC Pavement

Bid item 0010

Bid item 0009

Punchlist repairs

0023 Irrigation  
repairs

0021 Soil prep/  
fine grade

**REMARKS**

(Personnel Names, Reason for Idleness, Other)  
Could not account for any man hours today

Quantity Calculations:

No Billable Quantities



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs  
Parkmead Street Rehabilitation

Tuesday, January 31, 2017  
Shift Hours: 2:30 to 4:30

### Activities.

At approximately 1430, Rafa Sequel foreman and I met with Rober Garcia on site at Garatel and Alburdis to discuss the need sprinkler and landscaping repairs to the home on the southwest corner. We checked the sprinkler coverage discovering that the addition of one sprinkler in the parkway on Alburdis was needed. We also directed Rafa, followed up with an email to Mike M by Robert, to place sod along the damaged approximately 1.5' in width and 25' in length behind the WCR and in both of the affected parkways on either side of the WCR. total SF = 270.

The sprinkler system, addition of the single head was completed today, however, was not backfilled. Rafa had left the site before completing that.

Rafa confirmed that they would be installing the sod on thursday.



City of Santa Fe Springs

# INSPECTOR'S DAILY REPORT

Tuesday, January 31, 2017

Parkmead Street Rehabilitation

Shift Hours: 2:30 to 4:30

**INSPECTION WAS:**

- ☒ Intermittent  
☐ Continuous

**CONTRACTOR(S)**

Sequel Contractors, Inc  
MCI

**ITEM NO., DESCR., HOURS**

**WEATHER**

Temp: 50° 71° Sky: Raining  
Wind: 0 - 5 mph Precip: 100%

**EQUIPMENT AND LABOR**

Equip. ID or

Description

0018 Construct  
AC Pavement

Bid Item 0010

Bid item 0009

Punchlist repairs

0023 Irrigation  
repairs

0021 Soil prep/  
fine grade

**REMARKS**

(Personnel Names, Reason for Idleness, Other)

Could not account for any man hours today

foreman w/ truck

2

**Quantity Calculations:**

No Billable Quantities



**Robert A. Garcia (Engineering)**

---

**From:** Robert A. Garcia (Engineering)  
**Sent:** Monday, March 20, 2017 12:30 PM  
**To:** Noe Negrete  
**Cc:** Joseph P. Rodriguez  
**Subject:** Fwd: Parkmead New Sod is browning up

Noe and Joe,

Please see the photos and the email below from Sierra a landscape regarding the grass in the Parkway.

Thanks,  
Robert

Sent from my iPhone

Begin forwarded message:

**From:** "Mike Mahler" <[mike@sequelcontractors.com](mailto:mike@sequelcontractors.com)>  
**To:** "Robert A. Garcia (Engineering)" <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>  
**Subject:** FW: Parkmead New Sod is browning up

---

**From:** Vito Clarizio [<mailto:Vito@sierralandscapedev.com>]  
**Sent:** Monday, March 20, 2017 12:07 PM  
**To:** Mike Mahler  
**Cc:** Daniel Ponce; Kevin Watchler; Jose Mares  
**Subject:** RE: Parkmead New Sod is browning up

Hello Mike,

Attached are photos from last Thursday when we visited the site.

The brown spots are isolated and not due to lack of watering.

Per the photos, residents are placing items for trash pickup directly on the grass, which is killing it. Please advise the city to notify residents to not place items on the grass, as it will continue creating brown spots and kill the grass.

Also, the parkway in front of one residence, which is pictured, the grass was cut by others far shorter than is recommended for marathon sod which is leaving brown spots.

This difference is highlighted by a photo showing where Sierra Landscape Development has moved, and where others have mowed.

We will continue to monitor the site and provide extra waterings as needed due to high heat.

Thank you,

**Vito Clarizio**  
Sierra Landscape Development, Inc.  
2209 1/2 Chico Ave  
South El Monte, CA 91733  
626.447.5260 phone  
626.447.7260 fax

626-315-6400 cell  
[www.sierralandscapedev.com](http://www.sierralandscapedev.com)  
[vito@sierralandscapedev.com](mailto:vito@sierralandscapedev.com)



**From:** Mike Mahler [<mailto:mike@sequelcontractors.com>]  
**Sent:** Wednesday, March 15, 2017 3:54 PM  
**To:** Vito Clarizio <[Vito@sierralandscapedev.com](mailto:Vito@sierralandscapedev.com)>  
**Subject:** Fwd: Parkmead New Sod is browning up

Sent from my iPhone

Begin forwarded message:

**From:** "Robert A. Garcia (Engineering)" <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>  
**Date:** March 15, 2017 at 3:45:26 PM PDT  
**To:** Mike Mahler <[mike@sequelcontractors.com](mailto:mike@sequelcontractors.com)>  
**Cc:** Noe Negrete <[NoeNegrete@santafesprings.org](mailto:NoeNegrete@santafesprings.org)>  
**Subject:** Parkmead New Sod is browning up

Mike,

The new sod installed in the parkways and adjacent to property lines is turning brown. In light of the current high temperatures and no rain in the near future, please request Sierra Landscape to water per the plant establishment bid item. Can you also request a calendar or schedule from Sierra Landscape indicating the Dates and Times of watering/maintenance for the entire 12 month plant establishment period.

Thank You,

**Robert Garcia | CIP Manager**  
**City of Santa Fe Springs |** Department of Public Works  
11710 Telegraph Road | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7545 | (562) 868-7112 Fax  
[Robertgarcia@santafesprings.org](mailto:Robertgarcia@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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[www.santafesprings.org](http://www.santafesprings.org)



































**Robert A. Garcia (Engineering)**

---

**From:** Robert A. Garcia (Engineering)  
**Sent:** Tuesday, June 13, 2017 5:09 PM  
**To:** mike@sequelcontractors.com  
**Cc:** Noe Negrete  
**Subject:** Fwd: Parkmead Grass Browning Up

Hello Mike,

Please see the attached photos of the Parkmead Grass Browning Up (both sides of street / approx 12 homes). Please send Sierra Landscape out to repair asap. Please confirm receiving this email and provide a repair schedule.

Thank you,  
Robert Garcia  
City of Santa Fe Springs  
(562) 409-7545

Sent from my iPhone

Begin forwarded message:

**From:** "Robert A. Garcia (Engineering)" <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>  
**To:** "Robert A. Garcia (Engineering)" <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>  
**Subject:** Parkmead Grass 1





















Sent from my iPhone



**Robert A. Garcia (Engineering)**

---

**From:** Robert A. Garcia (Engineering)  
**Sent:** Thursday, June 29, 2017 5:13 PM  
**To:** 'Mike Mahler'  
**Cc:** Noe Negrete; Thaddeus J. McCormack; Jose A. Gomez  
**Subject:** RE: Tree and grass removal on Parkmead Street  
**Attachments:** Parkmead Street - Failing Parkway Landscaping.pdf

Mike,

The City is once again formally requesting Sequel Contractors to remove and replace, per the contract, all the failing Parkmead parkway landscaping indicated in the attached "Parkmead Street – Failing Parkway Landscaping" file. Please email the City a removal and replacement schedule ASAP.

Thank You,

**Robert Garcia | Public Works CIP Manager**  
**City of Santa Fe Springs | Public Works Department**  
11710 Telegraph Road | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax  
[robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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**From:** Mike Mahler [mailto:mike@sequelcontractors.com]  
**Sent:** Tuesday, June 27, 2017 8:59 AM  
**To:** Robert A. Garcia (Engineering) <RobertGarcia@santafesprings.org>  
**Subject:** RE: Tree and grass removal on Parkmead Street

**Grass in not a plant. I disagree. YOU FLAT OUT AGREED WITH THAT**

---

**From:** Robert A. Garcia (Engineering) [mailto:RobertGarcia@santafesprings.org]  
**Sent:** Tuesday, June 27, 2017 8:58 AM  
**To:** Mike Mahler  
**Cc:** Noe Negrete; [vito@sierralandscapedev.com](mailto:vito@sierralandscapedev.com)  
**Subject:** Tree and grass removal on Parkmead Street

Mike,

The City did not agree to the home owner taking responsibility for the grass after the establishment period of 90 Days. Per the contract specifications Bid Item Number 26 "Plant Establishment Period" is **12 Months** (page C-3). Please see the yellow high-lighted section below pertaining to plant establishment for 12 months. The City is formally requesting all dead trees and grass to be removed and replaced per the contact specifications.

**308-7 MEASUREMENT & PAYMENT**

Payment for "IRRIGATION REPAIR" shall be at the contract **EACH (EA)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, fertilizers, irrigation system inspection and operation, plant materials, plant



replacement, supervision, and all other items necessary to establish and maintain the landscaping for the entire duration of the Post Installation Maintenance period within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **"IMPORT AND PLACE TOPSOIL"** shall be at the contract **Cubic Yard (CY)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, materials and related appurtenances, import and placement of topsoil to bring soil to finish grade, and clean-up operations within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **"TURF AND SUBSOIL REMOVAL"** shall be at the contract **Square Foot (SF)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, materials and related appurtenances, removal of existing turf and subsoil to a depth of 4-inches below curb and walkway surface, haul and disposal and clean-up operations within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **"FURNISH AND INSTALL 24" BOX TREE"** shall be at the contract **Each (EA)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, materials and related appurtenances, excavation and backfill of tree pit, placement of tree, installation and adjustment of staking and clean-up operations within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **"SOIL PREP, FINE GRADE, PRE-EMERGENT WEED KILLER, AND TURF-SOD"** shall be at the contract **Square Foot (SF)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, fertilizers, equipment and materials for transporting, delivering, storing, furnishing, and installation of sodded turf and soil amendments, placement and incorporation of soil amendments and fine grading to bring soil to finish grade, and clean-up operations within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **"BIO-BARRIER"** shall be considered as included in the various Contract bid items of work involved and no additional compensation will be allowed therefore.

Payment for **"PLANT ESTABLISHMENT PERIOD (12 MONTHS)"** shall be at the contract **Monthly** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to watering, mowing, fertilizing, plant replacement, supervision, and all other items necessary to establish and maintain the landscaping for the entire duration of the Post Installation Maintenance period within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Add the following:

308-8 Guarantee.

308-8.1 Contractor Guarantee



All landscape installed under the contract shall be guaranteed for the periods noted below against any and all poor, inadequate, or inferior materials, and/or workmanship, for the noted period following the date the Project Notice of Completion is filed with the County Recorder. **During the guarantee period, irrigation system components, any trees or shrubs found to be dead, missing, or in poor condition shall be replaced by the Contractor within 10 days of written notification.** The City's authorized representative shall be the sole judge as to the condition of the materials. Replacement shall be made in accordance with City standards; replacement shall be same size, and kind as originally installed. Landscape materials shall be furnished, planted, and fertilized as specified and guaranteed within these documents. Contractor shall provide material and labor involved in replacing landscape and irrigation system at no additional cost to the City.

The Guarantee form shall be re-typed onto the Contractor's letterhead and contain the following information:



## GUARANTEE FOR LANDSCAPE PLANTING

We hereby guarantee that the landscape planting that we have furnished for the City of Santa Fe Springs has been completed in accordance with the drawings and specifications, ordinary wear and tear, unusual abuse, or neglect excepted.

We agree to repair or replace any defects in material or workmanship, which may develop during the plant establishment period beginning from the date the Project Notice of Completion is filed with the County Recorder.

We also agree to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City. We shall make such repairs or replacements within a reasonable time, as determined by the City, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of such written notice from the City, we authorize the City to proceed to have said repairs or replacements made at our expense, and we will pay for the costs and charges therefore upon demand.

Project Name: Parkmead Street Rehabilitation  
City Engineer: \_\_\_\_\_  
Location: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (      ) \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

The surety bond shall be attached.

**Robert Garcia | Public Works CIP Manager**  
**City of Santa Fe Springs | Public Works Department**  
11710 Telegraph Road | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax  
[robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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From: Mike Mahler [<mailto:mike@sequelcontractors.com>]  
Sent: Monday, June 26, 2017 9:29 PM  
To: Robert A. Garcia (Engineering) <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>  
Cc: Noe Negrete <[NoeNegrete@santafesprings.org](mailto:NoeNegrete@santafesprings.org)>; [vito@sierralandscapedev.com](mailto:vito@sierralandscapedev.com)  
Subject: Re: Dead trees on Parkmead

Robert

will have sierra check the trees

However we agreed that the home owner will be responsible for the grass after the establishment period if 90 days. This is because the city had irrigation installed at only a few properties. The city need to get with the property owners

Sent from my iPhone

On Jun 26, 2017, at 5:08 PM, Robert A. Garcia (Engineering) <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)> wrote:

Hello Mike,

I noticed we are losing the newly planted trees on Parkmead. There are a total of four trees that are completely dead and need to be removed. We also need to try and save the remaining trees that are heat stressed. The dead trees are located at 11714, 11750, 11606, and 11613 Parkmead.

① ② ③ ④

The Newly planted Grass in the parkway is also dead and dying, please remove and replace.

Lastly, please request Sierra Landscape to not use the residence water or tie into the Fire Hydrant. Sierra must provide their own water.

Please email me a Tree and Grass removal and replacement schedule ASAP.

Thank You,

**Robert Garcia | Public Works CIP Manager**  
**City of Santa Fe Springs | Public Works Department**  
11710 Telegraph Road | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax  
[robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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From: Eric Borunda

Sent: Monday, June 26, 2017 4:05 PM

To: Robert A. Garcia (Engineering) <[RobertGarcia@santafesprings.org](mailto:RobertGarcia@santafesprings.org)>; Joseph P. Rodriguez <[JosephRodriguez@santafesprings.org](mailto:JosephRodriguez@santafesprings.org)>

Subject: Dead trees on Parkmead

Good afternoon Robert,

I noticed we are losing the newly planted trees on Parkmead. There are a total of four trees that are completely dead and need to be removed. We also need to try and save the remaining trees that are heat stressed. Thanks

**Eric Borunda | Tree Worker Specialist**  
**City of Santa Fe Springs | Public Works**  
12836 Emmens Way | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7510 | (562) 946-9165 Fax  
[ericborunda@santafesprings.org](mailto:ericborunda@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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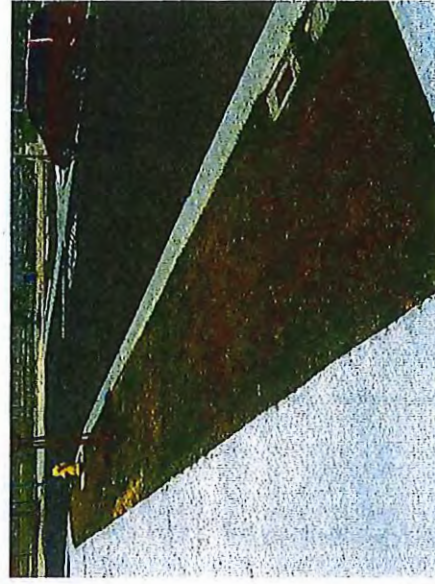




10365



11604



11606







11612



11613



11619



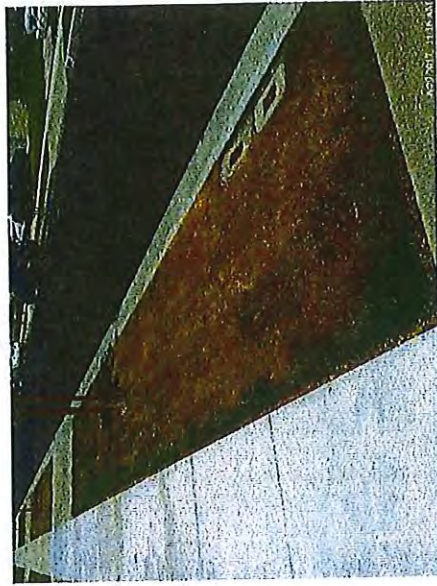




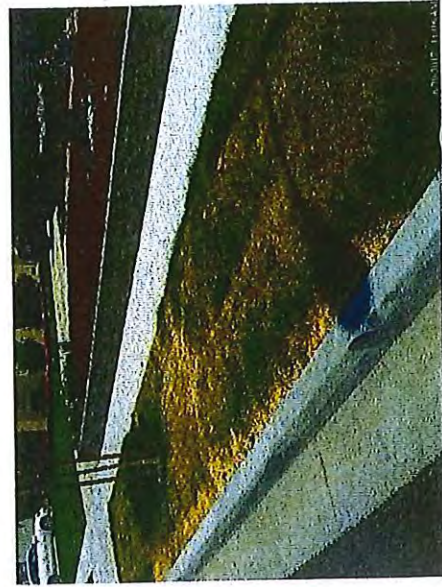
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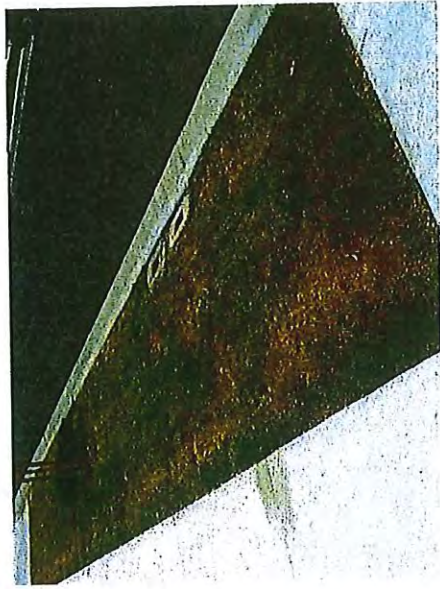


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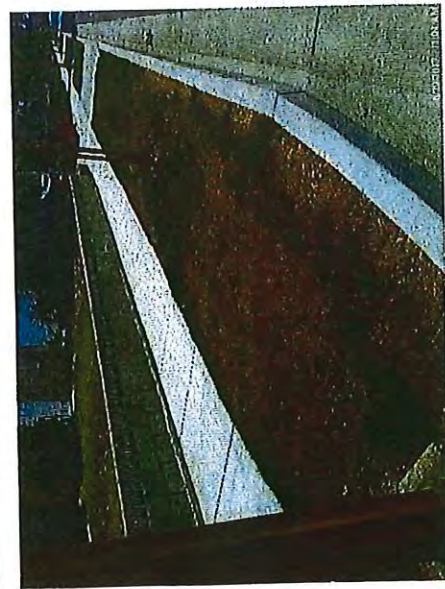
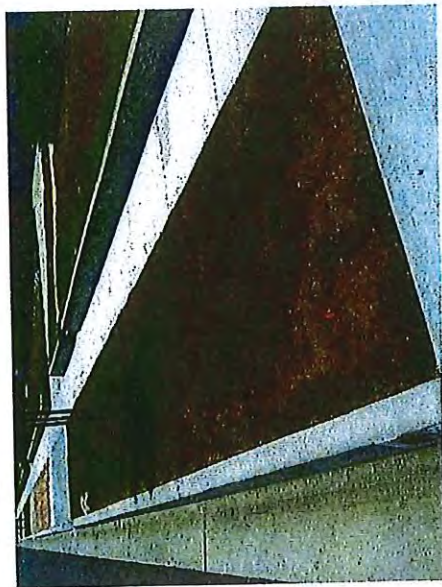
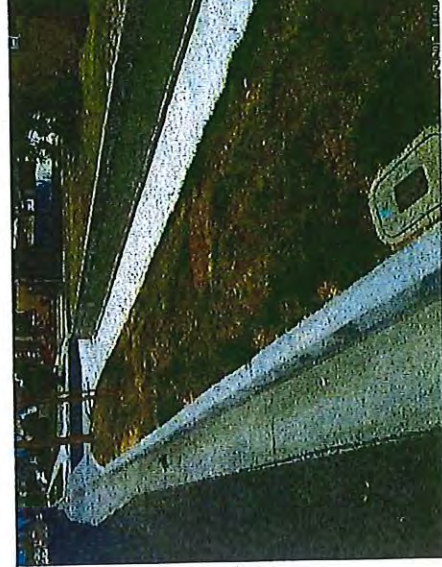
11636



11652



11703





11707



11714



11723





11724



11735



11736

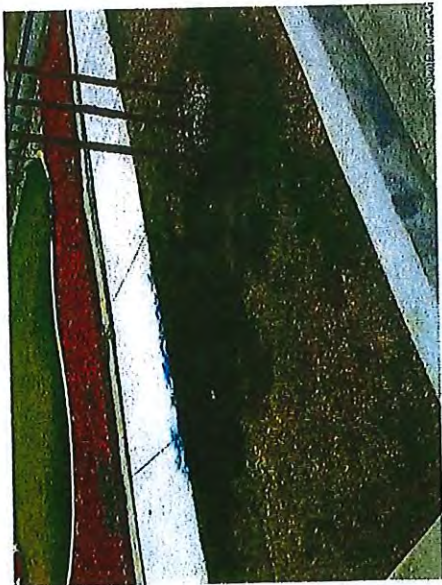




11742



11745



11750





11751



11761



11762





11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

"A GREAT PLACE TO LIVE, WORK, AND PLAY"

VIA CERTIFIED MAIL No: 7016 1370 0000 6196 20167

August 24, 2017

Sequel Contractors, Inc.  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

Attention: Mr. Mike Mahler

Subject: Parkmead Street Rehabilitation

Dear Mr. Mahler:

The parkway trees and parkway landscaping on Parkmead Street from Jersey Avenue to Pioneer Boulevard are not being kept in accordance to proper standard care. Therefore, you are directed to replace any and all parkway trees that are dead or dying. Please provide the City with the listing of the trees to be replaced by address number.

Additionally, the parkway turf on both sides of Parkmead Street is dead due to lack of watering. You are hereby directed to replace all parkway turf on Parkmead Street from Jersey Avenue to Pioneer Boulevard.

In accordance with the Contract Specifications, **Special Provisions – Part 3, Construction Methods, Section 308-8.1 Contractor Guarantee:**

*"All landscape installed under the contract shall be guaranteed for the periods noted below against any and all poor, inadequate, or inferior materials, and/or workmanship, for the noted period following the date the Project Notice of Completion is filed with the County Recorder. During the guarantee period, irrigation system components, any trees or shrubs found to be dead, missing, or in poor condition shall be replaced by the Contractor within 10 days of written notification. The City's authorized representative shall be the sole judge as to the condition of the materials. Replacement shall be made in accordance with City standards; replacement shall be same size, and kind as originally installed. Landscape materials shall be furnished, planted, and fertilized as specified and guaranteed within these documents. Contractor shall provide material and labor involved in replacing landscape and irrigation system at no additional cost to the City."*

WILLIAM K. ROUNDS, MAYOR ♦ JAY SARNO, MAYOR PRO TEM  
CITY COUNCIL

RICHARD J. MOORE ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA  
CITY MANAGER

THADDEUS MCCORMACK

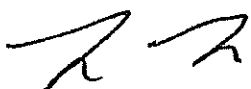


Sequel Contractors, Inc.  
Parkmead Street Rehabilitation  
August 24, 2017  
Page 2

This letter shall serve as written notification requesting the replacement of trees and parkway turf that is dead and in poor condition along Parkmead Street from Jersey Avenue to Pioneer Boulevard. You have 10 days from the date of this notice to perform the replacement work. Failure to make such repairs or replacements within allotted time frame after receipt of written notice from the City, grants the City authorization to proceed to have said repairs or replacements made at your expense, and you shall pay for the costs and charges therefore upon demand.

Should you have any questions regarding the information provided, please do not hesitate to contact me at (562)409-7540.

Sincerely,

A handwritten signature in black ink, appearing to be 'Noe Negrete', written in a cursive style.

Noe Negrete  
Director of Public Works

cc: Yolanda Summerhill, City Attorney

## Robert A. Garcia (Engineering)

---

**From:** Mike Mahler <mike@sequelcontractors.com>  
**Sent:** Monday, September 11, 2017 11:49 AM  
**To:** Robert A. Garcia (Engineering)  
**Cc:** Noe Negrete; Don R. Powell; Francisco Espinoza; Joseph P. Rodriguez  
**Subject:** RE: Parkmead Street Sod Removal and Replacement

As agreed in our meeting you were to contact me prior to you marking the area. You have my office number and cell number yet you could get a hold of someone? I even left a specific message with Noe Negrete on Friday in regards to this.

---

**From:** Robert A. Garcia (Engineering) [mailto:RobertGarcia@santafesprings.org]  
**Sent:** Monday, September 11, 2017 11:44 AM  
**To:** Mike Mahler  
**Cc:** Noe Negrete; Don R. Powell; Francisco Espinoza; Joseph P. Rodriguez  
**Subject:** Parkmead Street Sod Removal and Replacement

Mike,

The City has physically marked all the sod removal and replacement locations (37 Address) with a Yellow Flag. **The ONLY SOD NOT TO BE REMOVED AND REPLACED on Parkmead Street is: 11625, 10365, 11628 and 11706.** As we discussed at the September 7, 2017 Meeting, all the Removal and Replacement of sod must be completed by Friday, September 15, 2017. The newly installed sod must be Marathon II Tall Fescue.

Thank You,

Robert Garcia | Public Works CIP Manager  
City of Santa Fe Springs | Public Works Department  
11710 Telegraph Road | Santa Fe Springs, CA 90670  
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax  
[robertgarcia@santafesprings.org](mailto:robertgarcia@santafesprings.org) | [www.santafesprings.org](http://www.santafesprings.org)

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## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Wednesday, November 30, 2016

Shift Hours: 7:00 to 4:00

### Activities.

No work took place on Parkmead today. Robert Garcia and I did meet with Abel (Sequel) and Robert(MCI) to discuss some removal of sidewalk that did not meet the requirements (Specified details) per the contract drawings.

I also spoke to Robert (MCI) about my Final inspection of the sidewalk and ADA ramps before I would agree to any payments. I invited Robert to join me in my final inspection, however, he never committed to walking with me during my inspection. I informed him that I would be performing the final inspection this week. Robert also sent me his quantities for Parkmead. I informed him that I needed to get with the other inspectors before I could agree to the quantities.

I was also informed by Abel that Sierra Landscaping would be on site tomorrow to start the grading of the parkways and the irrigation reinstallation.



City of Santa Fe Springs

# INSPECTOR'S DAILY REPORT

**Wednesday, November 30, 2016**

## Parkmead Street Rehabilitation

**Shift Hours: 7:00 to 4:00**

[illegible]

**Quantity Calculations:**

**No Billable Quantities for the day on Parkmead**



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs  
Parkmead Street Rehabilitation

Wednesday, December 07, 2016  
Shift Hours: 7:00 to 4:00

Activities.

### Bid Item 0023

Sierra Landscaping arrived on site this morning at 0800 and immediately started working on the repairs to the irrigation systems. they started on the east end of Parkmead on the north side working west. All repairs were left open so that I could witness the repairs. All material used was as submitted and approved by the city. I made several trips during the day to see the progress and witness the repairs to the irrigation systems.

I also spoke to the foreman about the following items:

- a. I informed him the tree at Norms, had been marked and they could start delivery. I also informed him that the city was concerned that if the trees were delivered and not planted before the weekend that they could be stolen. He agreed with that and told me that they were going to spend the rest of the week working on the repairs of the irrigation systems and would start taking delivery of the trees on Monday.
- b. I also spoke to him about the roots piles that were left in the parkways. I reminded him that we had spoke about the issue on two different occasions and that they needed to be removed today. He agreed to remove them today.

Note: During my shift today I started punch listing the south side of Parkmead. I found the following deficiencies. working from the BCR on the south side of Parkmead at the west end:

1. 13' from BCR, Damaged Sidewalk.
2. 53.25' from BCR, Sidewalk is flat, maybe back flowing.
3. 172-209' sidewalk finish is rough/ non-uniform.
4. 118.5 - 156' Sidewalk in rough/ non-uniform
5. 284' damage to existing driveway, R&R 3x7 panel. damage next to C&G
6. 215' damage to C&G
7. 110' damage to existing driveway.

I will continue developing punchlist tomorrow.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Wednesday, December 07, 2016**

## Parkmead Street Rehabilitation

Shift Hours: 7:00 to 4:00

[illegible]

### Quantity Calculations:

### No Billable Quantities for the day on Parkmead





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs  
Parkmead Street Rehabilitation

Tuesday, January 03, 2017  
Shift Hours: 7:00 to 4:30

### Activities.

#### Bid item # 0018

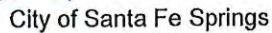
I arrived on site at 0700 to make sure that All American Asphalt (AAA) did not start before 0800. When I arrived they had started unloading and setting up the equipment. I informed the foreman Vince that they needed to shut down until 0800. They complied with the request.

At 0800 AAA started with the removals of the on the east end of the project with thier first pass at 6' in width. they made 5 passes to complete the removals at approximately 1200. They them moved to Alburdis and completed the removals in approximately 30. The final location was on Jersey between the BCR on the south side and the ECR on the north side of Parkmead.

Sequel started their day working on the removal of the C&G, cross gutter and sidewalk on the punchlist. At approximately 1100 the blade arrived on site and started working with the grade checking setting hubs with the established cuts provided by the survayors on the top of curb on the north side of Parkmead. **Note: there were NO line stakes or RP stakes, I have no way of knowing that where there setting the hub is in the correct alignment or elevation.**

#### Bid Item 0021

Sirrea landscaping was on site today working on the north side of the Parkmead continuing to remove the incorrectly placed root barrier and replacing it with the specified Bio Barrier. they finished the replacement of the incorrect root barrier.



**Tuesday, January 03, 2017**

Shift Hours: 7:00 to 4:30

### No Payable Quantities





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Thursday, January 05, 2017

Shift Hours: 7:00 to 4:30

Activities.

### Bid Item #0018

When I arrived this morning it was raining coming down heavy at times between the hours of 0700 and 1200. Sequel's foreman Abel did not arrive on site until 0830. I informed him that I could not check the grade in this weather and I could not check the compaction of the base grade because the gauge could not be used in the rain. Additionally the way they were setting the hub at centerline was by re-adjusting the receiver of their laser level at the top of curb at every station. I spoke with Abel about this informing him that that would not be the way I was going to check the grade. I informed him that I would use the bench mark elevation provided to the City by Sequel from their surveyors at the BCR of the east side of the Alburdis intersection, not adjusting at every station but holding true to the bench mark elevation and checking back into the bench mark when I was completed. After setting every hub east of Alburdis adjusting at every station at the top of curb they started setting the hubs west of Alburdis as I informed them I would be checking the grade. Additionally, approximately 90% of the hubs set previously for fine grading were off approximately 6" to 22" longitudinally and 0-8" transversely. This means that they had placed the centerline in the incorrect location previously and would need to regrade the entire roadway from Pioneer to Jersey street. Please see photos. Additionally, When checking the newly set hubs, the first three set working west from the center of the Alburdis intersection were approximately .03 to .08' above the grade.

At approximately 1330 Sequel began to regrade Parkmead working from the west to the east between Jersey and Alburdis. I contacted Southwest testing labs and was able to talk them into returning to the project for compaction testing of the base grade for Parkmead and the 219' foot section on Alburdis. At approximately 1600 Sequel started working on Alburdis grading and compacting at 1700 after completing the compaction testing on Alburdis I informed Abel that it had failed. I was also informed by the operator on the roller the vibration was not work.

**Note:** 1. they had no roller on site. At no time did they inform me that they were ready for compaction testing. 3. I asked Abel when they were going to be placing all of the ramps at the driveways and at all of the intersection. He did not answer me and left for the day at 1730 without installing the ramps. I tried to call him with no answer. 4. I informed Abel that there we needed to check the grade on the entire project and asked him when he would like me here in the morning so that it could be completed before paving. he said 0700. 5. at the end of the shift I used Sweeds and a hand level to check the elevation of centerline between Pioneer and Jersey. I found no centerline hubs that were more than .04 +/- from the proscribed grade. Additionally during the grading operation the 140G blade was being used had a 12' board. the operator cut the curb edge first with the grade checker checking to make sure the proper depth of 3.5" was achieved. the blade then moved over to centerline cutting at centerline to the outside. This created a straight graded plain from centerline to the gutter plate.

### Bid Item 009

No work took place on this bid item. there are still three location that need to be over excavated as follows: 14+13 to 14+47, 13+79 to 13+99.

### Bid Item 0010

No work took place on this item.

### Bid Item 0023

Informed me at 0600 that they would not be working because of the rain.

**Note:** At approximately 0900 I witnessed Sequel moving water from the grade into the gutter and letting it drain into the storm drain. I informed Abel that this was not legal as it was now considered contaminated and they needed to stop. Abel became very aggressive with me gesturing and bellowing about how am I supposed to get rid of it. I told him that could tell them how to do it, but SUGGESTED that they pump it into a water truck. I also informed them that the dirty water from the grade was flowing on to the cross gutter at the east end of the project and flowing south to an unprotected catch basin. I got no action from Abel until I notified his boss Mike M. by email. It took them approximately 2 hours to respond to the request to install the proper BMP's. At approximately 1330 a water truck arrived on site and Sequel started pumping standing water that was left on the grade into it. At approximately 1300 to sun broke through the clouds. the sky remained most cloudy and the grade began to soak up the water.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Thursday, January 05, 2017**

## Parkmead Street Rehabilitation

Shift Hours: 7:00 to 4:30

[illegible]

**Quantity Calculations:**

Bid Item 0009 =  $14 + 18$  to  $14 + 63 = 45\text{LF} * 10 * .33 = 148.5 \text{ CF} / 27 = 5.5\text{CY}$

Bid Item 0010 = 9.5 tons



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Parkmead Street Rehabilitation

Tuesday, January 24, 2017

Shift Hours: 7:00 to 3:30

Activities.

No one on site working.

I did however speak with Abel about filling two pot holes that had developed over the weekend in the HMA base course. Additionally, I spoke with Abel and Mike M. about there intent on removing and replacing the rejected areas that were marked but not limited to the marking. Mike stated that hey were going to remove 4 of the areas marked but none of the other one, saying "that's what B mix looks like, ask anyone. We were discussing the severely segregated areas.

I drove by Parkmead at the end of shift and found that the pot holes had not been repair, however the areas were saw cut for removal and I was informed by Abel that they were attempting to get HMA for patch back tomorrow. I was not informed that Sequel was going to be performing saw cutting operation today and Abel did not mention it to me during any of interaction today.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Tuesday, January 24, 2017**

## Parkmead Street Rehabilitation

**Shift Hours: 7:00 to 3:30**

[illegible]

### Quantity Calculations:

### No Billable Quantities





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Friday, January 27, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

### Activities.

At approximately 1100 I was informed by Abel that they had completed the removals of the dig outs on Parkmead. Abel informed me that they had already placed the HMA on all patches. I asked him why he did inform me of the operation and didn't call for inspection of the dig out area in front of 11714 Parkmead. Abel informed me that he did have to, I should have known they were working on it. I informed Abel that the work was not approved and would not be accounted for in quantities and they would need to remove the HMA placed so that I could verify the dig out was completed. Abel showed me a picture of a hole dug in the ground approximately 6.5".

I spent a short period of time on the project today adding/ redling the HMA base course patch location.



City of Santa Fe Springs

# INSPECTOR'S DAILY REPORT

Friday, January 27, 2017

Parkmead Street Rehabilitation

Shift Hours: 7:00 to 3:30

**INSPECTION WAS:**

- ☒ Intermittent  
☐ Continuous

**CONTRACTOR(S)**

Sequel Contractors, Inc  
MCI

**ITEM NO., DESCR., HOURS**

**WEATHER**

Temp: 50° 71° Sky: Raining  
Wind: 0 - 5 mph Precip: 100%

**EQUIPMENT AND LABOR**

Equip. ID or

Description

0018 Construct  
AC Pavement

Bid item 0010

Bid item 0009

Punchlist repairs

0023 Irrigation  
repairs

0021 Soil prep/  
fine grade

**REMARKS**

(Personnel Names, Reason for Idleness, Other)  
Could not account for any man hours today

Quantity Calculations:

No Billable Quantities



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Monday, December 12, 2016

Shift Hours: 7:30 to 4:30

### Activities.

#### 1. Bid Item #005 Remove and Reconstruct 8" curb & gutter

Sequel was on site today continuing to remove C&G in the following areas of the west side of Bartley: 5+30 to 7+85

**total removals for the day = 255LF**

A. Martinez (MCI) was on site today placing C&G as follows. 13+09 to 13+72 east side 11+16.7 to 12+66.6 east side 10+57.9 to 10+84.5 east side 8+69 to 10+37.5 east side

**Total placement = 408'**

#### 2. Bid Item #008 Removal and Reconstruction of 4" PCC Sidewalk

No Sidewalk was removed today

A. MCI placed one small section of sidewalk to as follows: 20+55.6 to 20+73.7 west side 18.1 x 4

**Total Placed today = 72.4**

#### 3. Bid Item #006 Construction of Curb Ramps

Sequel removed both of the wheelchair ramps on the east side of the Flossmoor Bartley intersection.

A. MCI Placed two wheelchair ramps back today as follows: Southwest Corner of Whiteland and Bartley Northwest Corner of Whiteland and Bartley

**Total placed today = 2 each**

#### 4. Bid Item #0009 Cross Gutter

Sequel started and completed the removal of the cross gutter on the east side of the Flossmoor and Bartley intersection. I was informed by Art with MCI that they were going to be placing the cross gutter back tomorrow.

**Note:** I was informed by Abel today that they were going to be completing the removal of all of the C&G tomorrow then would be moving on to completing the removals of the remaining sidewalk. Sequel also continued to work on the remediation work today by working down the west side of Bartley making all needed repairs to the sprinkler systems and backfilling the back side of the curb with native soil and the gap between the gutter plat and the HMA with Class II Base. I will not be paying of the class II base in this case. **Additionally I spoke with Abel about the backfilling of the gap between the gutter and the existing HMA, informing him that this was not per plan and the item included the patch back with temporary HMA.**



City of Santa Fe Springs

## Bartley Street Rehabilitation

## INSPECTOR'S DAILY REPORT

**Monday, December 12, 2016**

**Shift Hours: 7:30 to 4:30**

[illegible]

**Quantity Calculations:**

Bid item 005 total LF for the day = 408

Bid Item 006 = 2 each

Bid item 008 = 72.4SF



## INSPECTOR'S DAILY REPORT

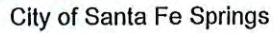
City of Santa Fe Springs

Tuesday, January 03, 2017

Bartley Street Rehabilitation

Shift Hours: 9:00 to 1:00

Activities. Sequel did not perform any work on site today. They did however place the no parking signs along the entire street between Telegraph and Terradell. I informed Sequel that the City would not be able to have any of the cars removed from the street because the failed to post the street 72 hours in advance of the work. The also failed to provided the residents with the required flier informing them of the work that would be taking place and the parking restriction that would be taking place during the removals and replacement of the HMA.



**Tuesday, January 03, 2017**

Shift Hours: 9:00 to 1:00

No payable quantities for the day.





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Wednesday, January 04, 2017

Shift Hours: 9:00 to 1:00

### Activities.

#### Bid Item 0011

Today All American Asphalt (AAA) was on site to perform the cold milling of Bartley street. When I arrived on site Sequel had not setup any of the traffic control. I spoke with Abel and he decided to close the north bound turn on to Bartley from Telegraph and the all of the driveways leading out of the shopping center on the east side of Bartley for the first approximately 200LF from Telegraph. I agreed that would be the safest approach to the traffic control. They only had one advanced warning sign on Telegraph that was approximately 100LF east of Bartley.

The mill started working after the traffic control was set at approximately 0800. Please see the redlined plan for the actual location of the removal limits. AAA pulled their fist pass on the east side of Bartley from Telegraph to Whiteland taking them approximately 30 minutes. after waiting for approximately 30 additional minutes the first truck arrived back on site and the mill continued cold milling 4" or .33' working from Whiteland. They continued this round robin pattern until the they completed the removals from Whiteland to Telegraph at approximately 1300. After completing from Telegraph the Whiteland AAA started cold milling from the intersection of Whiteland and approximately 150LF passed the Whiteland intersection. they completed this at approximately 1445. when I sked why they were stopping the for the day I was informed by the AAA foreman that the dump site would only allow trucks to dump until 1530. The days total Quantity was 51,745SF

Sequel was also in site working on the removal of the a signal section of cross Gutter on the south side cross gutter at the intersection of Whiteland and Bartley. MCI was on site for the replacement of the cross gutter. Forms were completed and concrete was placed at approximately

Sequel started the setting hub at the centerline of Bartley from the Telegraph intersection with Bartley and to the Whiteland intersection. When I asked how the had determined the elevation of the centerline, because the plans didn't proscribe grade, Sequel foreman Abel informed me that they were setting the roadway surface to the top of curb. No cut sheets have been produced from there surveyors. During the day Sequel used their blade and roller to flatten and roll tight the grade. No way to verify the correct elevation of the grade and was not asked by Sequel to verify the centerline elevation for correctness. Additionally, when they were running the roller on the grade they were not using any vibration to compact the surface. They (Sequel) also did not request any compaction testing. I scheduled samples to be take first thing in the morning.

City of Santa Fe Springs

## Bartley Street Rehabilitation

## INSPECTOR'S DAILY REPORT

**Wednesday, January 04, 2017**

Shift Hours: 9:00 to 1:00

[illegible]

**Quantity Calculations:**

Bid Item 0011 = 51,745SF





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs  
Bartley Street Rehabilitation

Thursday, January 05, 2017  
Shift Hours: 7:00 to 3:30

### Activities.

No work took place on Bartley today.

I informed Abel that they were discharging muddy water in to the storm drain from the project at the Whiteland and Bartley intersection. There was no action from Sequel to stop or attempt to stop the discharging of sediment from the project. I reminded Abel several times during the day, however Sequel was working on the Parkmead location trying to prepare the roadway for HMA placement tomorrow.

Raining in the morning stopped at approximately 10:00





City of Santa Fe Springs

Bartley Street Rehabilitation

# INSPECTOR'S DAILY REPORT

Thursday, January 05, 2017

Shift Hours: 7:00 to 3:30

**INSPECTION WAS:**

- ☒ Intermittent  
☐ Continuous

**CONTRACTOR(S)**

Sequel Contractors, Inc  
MCI

**ITEM NO., DESCR., HOURS**

**WEATHER**

Temp: 48° 59° Sky: Rain/ Cloudy  
Wind: 0 - 5 mph Precip: 100%

**EQUIPMENT AND LABOR**

Equip. ID or Description

13 R&R Curb &  
Gutter

14 R&R Sidewalk

15 Driveway

Cross Gutter

Wheelchair ramps

**REMARKS**

(Personnel Names, Reason for Idleness, Other)

0 Tandem Dump trucks  
1 Case 415 backhoes  
1 Bobtail Dump truck  
1 work trucks  
2 Operators  
1 Loborers

Not on site  
Not on site  
Not on site  
Not on site  
Not on site  
Not on site

MCI

1 Foreman and truck

Not on site

**Quantity Calculations:**

Bid Item 0011 = 51,745SF





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Friday, January 06, 2017

Bartley Street Rehabilitation

Shift Hours: 6:00 to 5:30

### Activities.

#### Bid Item 0013

When I arrived on site this morning and spoke with Abel about their intention for grade preparation today I was informed by Abel that they were going to start preparing from the STA 1+40 and the end of the asphalt section all the way through the intersection of Whiteland and Bartley. I informed him that I was informed by Robert Garcia (City PM) that they were only going to be preparing the intersection of Flossmoor and Bartley and Whiteland and Bartley. Because of Sequel apparent change in plans I contacted Southwest Testing and requested an additional technician for base grade preparation and evaluation. At 0800 I was informed that Sequel had their soils testing Technician on site. So that we could speed the process up and because they hadn't pulled and samples and didn't have the lab maximum density I gave it to Sequel 128.6 at 8% moisture for Telegraph to Flossmoor and 132.4 at 5.5 % moisture from Flossmoor to Whiteland. I walked with Sequel's technician witnessing the in place density on Bartley from Flossmoor to Telegraph. based on the readings from his gauge all of the in place densities were passing. I informed Abel that I was satisfied with the compaction of the grade from Telegraph to the BCR of Flossmoor at STA 7+85. However, they needed to still remove and replace the mud on top of the grade mostly near centerline and the edges. I walked with the blade and grade checker during the cutting/ removal of mud on the shoulder section of the grade insuring the proper depth was being cut. Additionally, I informed them that I would still need to put the record testing gauge on the ground to for verification of the compaction. Also because of the moisture on the grade and the way they graded between Flossmoor and Telegraph, I informed Sequel that they did need to roll the grade. This was because I didn't want the roller to vibrate the moisture up to the surface, but instead let the sun hit the grade and crust up. At approximately 1200 I informed Sequel that they were approved to pave between Telegraph and STA 7+85 only and that the grade beyond that was still muddy, soft and yielding.

At approximately 1pm when I returned to the Bartley the grade from STA 7+85 to the Whiteland intersection, was still muddy and yielding. I spoke with the Southwest Technician (Chad) he confirmed what I was seeing, saying that it was muddy and that they could not test it. I again informed Abel of this and he began yelling at me saying that he was going to paving the entire road and he didn't give a S\*\*\* what I had to say. I immediately informed Robert Garcia about what had happened and requested his presence on the project. Mike M the Sequel PM was also on site to witness the outburst by his foreman. When trying to speak with Mike M about the conditions, informing him that I and my soils technician had not had the proper time to evaluate the grade because they were still removing mud from the grade and it was soft and yielding, he began to yell at me, screaming in my face that I'm not working with them.

At approximately 130pm Robert Garcia PM and the director of construction arrived on site. After walking the grade they agreed to my assessment of the grade. Robert Asked me to test the grade for compaction at approximately 2pm. After completing the testing I informed Robert that they had failed in 7 out of 11 location failing to even meet 90% compaction in over half of the location. This confirmed my assessment of the grade. However, Sequel continued to pave Bartley past the approved to STA of 7+85. I informed Mike M and Abel that they were not approved to place HMA passed STA 7+85 Several time because the subgrade failed to meet the minimum standards of 95% compaction. I was told by Mike M, Sequel Pm that he didn't care what I had to say they were going to pave it anyway and that would remove the failing section later. I informed him that the subgrade was failing the entire section even though there were some passing areas the grade as a whole was failing so any HMA placement passed STA 7+85 would be rejected and would need to be removed and replaced and the entire subgrade would need to be reworked until meeting the minimum standard of 95%, he then told me to F\*\*\* off. After the HAM had been placed there were areas of HMA that did not meet the minimum standard of 95% compaction and large portions of the HMA that had already started breaking down. most of the areas of failing HMA correlated with the failing subgrade compaction. Please see the Southwest Testing reports for additional information and location of failing subgrade and HMA.

Sequel completed the paving operation at approximately 445pm stopping approximately 150LF short of the Whiteland Intersection and left the site by 530pm. I spoke with the paving foreman at approximately 430pm about making sure that they placed white reflective tabs at each stop sign and to place caution signs where they were unable to complete paving because the plant shut down. Sequel failed to place the white reflective table at any of the stop signs.

HMA placed between STA 1+00 to 7+85 =  $685\text{LF} \times 34 = 23290\text{SF} \times .16 = 3726.4\text{CF} \times 149 = 555233.61 / 2000 = 277.61$  tons.  
Sequel placed 525.79 tons on bartley with 248.18 tons being rejected for being placed on rejected grade.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

Friday, January 06, 2017

## Bartley Street Rehabilitation

Shift Hours: 6:00 to 5:30

[illegible]

### Quantity Calculations:

Bid Item 0013 = 277.61





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Monday, January 09, 2017

Shift Hours: 7:00 to 3:30

### Activities.

No work took place on Bartley today. I attempted to contact Sequel to Inform them that they had some SWPPP issues at the Whiteland and Bartley intersection but I didn't received any calls back. I left a message with Mike M at his office. They were discharging muddy water from at the Whiteland intersection were they had not yet paved. The BMP's were not affective to stop the sediment from leaving the site. I did not receive a call from Sequel and at the end of the day I drove by the site and saw that no work had taken place.

City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Monday, January 09, 2017**

## Bartley Street Rehabilitation

Shift Hours: 7:00 to 3:30

[illegible]

**Quantity Calculations:**

Bid Item 0013 = 277.61



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Wednesday, January 11, 2017

Shift Hours: 7:00 to 3:30

### Activities.

**No work took place on Bartley today.** Muddy condition still existed from approximately 150' in all direction of the Whiteland intersection. I again, attempted to contact Sequel both Abel and Mike M. with no return call. **The local traffic is tracking mud from the intersection of Whiteland and Bartley off of the project approximately 200LF out to Or & Day St. and approximately 150LF west down Or & Day St. Please see the photos for the day. Sequel has been informed that they needed to provide a sweeper on a daily basis to maintain the track per the construction general permit.**

Please note that they daily report did not change for today but still consistent with attempted contact and actual condition on site. **Sequel has failed to maintain ANY of their BMP's and has failed to perform any track out control during normal hours.**

**During my time on the project I walked all of the HMA placement from last week and found several areas of sever segregation and cracking in the HMA. I have make the areas the I believe need to be removed and replaced before the cap HMA is placed.**



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Wednesday, January 11, 2017**

## Bartley Street Rehabilitation

**Shift Hours: 7:00 to 3:30**

[illegible]

### Quantity Calculations:

Bid Item 0013 = 277.61



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Tuesday, January 17, 2017

Shift Hours: 7:00 to 4:30

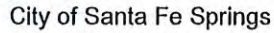
Activities. At approximately noon I found out that Sequel was working on Bartley. When I arrived on site I noticed that Sequel was preparing the base grade from approximately STA 18+95 to STA 14+00 including 100LF of the Whiteland intersection.

I asked Abel what Sequel's intention was and he informed me that they were preparing the grade for HMA placement tomorrow. I informed Abel that there were some inspections that needed to take place before HMA placement could happen and informed him of the following: 1. 95% compaction needed to be verified 2. grade needed to be checked and verified that there was at least 2% cross fall because of how much base material was removed during the grading on 01/06/2017. Abel dismissed me saying he didn't care what I needed to get done before placement they were going to place HMA in the morning (not exact words).

I contacted Southwest test and was able to get a soils tech on site at approximately 1400. After performing the soils testing in the section detailed above I informed Abel that the compaction failed to meet the required 95% compaction in all areas but one (on the northeast side of the Whiteland intersection). I asked him when they were going to be ready for me to re-check for compaction and Abel gave me no answer, just walked away. At approximately 1530 the soils tech. left the site and I informed Abel that he would be back first thing in the morning.

At approximately 1600 I asked Abel when they were going to be ready to check the grade and was dismissed with no answer. At approximately 1630 Sequel left for the day, and did not give me the opportunity to verify the grade. I set Mike M. with Sequel an email at approximately 1430 detailing what needed to take place before placement of HMA could take place.





**Tuesday, January 17, 2017**

Shift Hours: 7:00 to 4:30

Bid Item 0013 = 277.61





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Wednesday, January 18, 2017

Shift Hours: 7:00 to 3:30

### Activities.

Arrived on site this morning at 0730 and found Sequel on site preparing for the placement of HMA. I walked all of the edges checking depth and cleanliness. I informed Abel of a few areas that needed to be clean up and a couple of areas that were too shallow and the subgrade needed to be cut down. These areas were taken care of. At approximately 0830 Sequel began to apply tack to the edges. I asked Abel for the delivery/ purchase tick of the tack so that I could verify that it was the specified SS1H, however I was informed that they didn't have. I asked Abel to have his office send it to me, I got no reply. No help or opportunity was given to check any of the grade for acceptance. I informed Robert of this.

At approximately 0845 to Abel about the paver and the one roller arrived on site. During my inspection of the paver I noticed that the paver was LA Boy, typically used for parking lot paving not for roadway. When I spoke with Abel about the paver he had no comment, just said "that's what we have". As for only having one roller, Abel informed me that they were not going to exceed 100 tons per hour, by Greenbook specification they only needed have one roller, I confirmed this in the Greenbook. There was another roller (3 ton) delivered at approximately 1000.

At 0900 the first load arrived on site but Sequel was still waiting for the operator of the paver to arrive on site. At approximately 0930 Sequel started unloading the first truck. I was informed by Abel that they only had three trucks delivering the HMA. Additionally the material being used was from an unapproved supplier (Blue Diamond) the first three loads had the mix design number of the mix design sent to me by Robert Garcia with the city but did not have the type of oil being used in the HMA.

During the HMA placement I noticed several areas of the mat containing large pockets of severely segregated material, some of the areas even started showing signs of transvers cracking. Sequel started placing west of Whiteland approximately 250LF on Bartley. They completed this area at approximately 1200 and moved over to the east of the of the Whiteland intersection working from the cross gutter to approximately 200LF past where they had stopped the cold milling operation. They completed this at approximately 1400. They then moved to Whiteland and placed HMA from the BCR of Bartley to the ECR of Bartley approximately 90LF. They completed this at approximately 1530.

During the placement of the HMA Sequel had their own HMA testing firm on site. When we tested the same location there was a large difference in the in place densities, approximately 11lbs of dry density. I asked Southwest to have another Gauge delivered to the site to make sure that their gauge was correct. When the gauge arrived on site it confirmed that the gauge being used by Sequel's testing firm was testing outside of the ASTM normal difference between nuclear gauges, because the two southwest gauges tested within 2lbs of each other. Please see the report from the Southwest testing supervisor Errol on his findings and the condition of the HMA being placed today. All HMA tested by Southwest testing today failed to meet the 95% compaction requirements. After confirming with the Robert Garcia I have asked Southwest testing to pull random HMA cores throughout the HMA placed on 01/06/2016 and 01/18/2017 and perform the following testing: Oil content, Stability, Gradation, Marshall density and specific gravity. I requested the additional testing because of the difference between the Sequel testing firm Associated and Southwest. The listed testing will more accurately determine the in place density and find any other issues that may exist in the material.

During the placement of the HMA I spoke to Abel about the following:

At approximately 1000 the 14 ton break down roll had mechanical issues and wouldn't start. Sequel started using the smaller roller that was not designed for use as a break down roller to break down the HMA behind the paver. I informed Abel that the roller being used was achieving the compaction requirements and asked when the larger roller would be repaired or if they had another on the way. Abel ignored me. During placement of the HMA east of Whiteland I witnessed Abel performing compaction of the HMA ramps next to the east side cross gutter with a jumping jack. I informed him that this was not an exactable compaction tool for HMA and they would need to be removed before placing HMA in the area. I was told to get out here and that they would not be removed. I didn't know what I was doing.

Sequel Placed HMA on top of the ramps without removing them or even cleaning and Applying tack to create a bond between the layers. I informed Abel about the inconsistencies in between the Nuclear gauges and informed him that I would be taking cores to determine the density. He said ok and walked away. I also spoke with Abel about the how the subgrade was checked with the Associated gauge and I wasn't feeling confident about their results because of the 11lbs difference between the gauges with southwest confirming that they had two gauges testing within 2lbs. He became very agitated and walked away. No action was taken on the part of Sequel to determine if there was an issue with the nuclear gauge they were using. During placement of the HMA I pointed out several areas of severely segregated HMA asking Abel to correct it. He corrected some and ignored others. Note: Abel's demeanor was agitated, argumentative and standoffish the entire day. He refused to discuss most issues, but would listen and walk away, making little to no effort to correct the deficiency.





**Wednesday, January 18, 2017**

Temp:	49°	66°	Sky:	Cloudy
Wind:	0 - 5 mph		Precip:	0%

[illegible]

### Quantity Calculations:

No billable Quantities. HMA mix design was not approved for placement and southwest testing had approximately 80% failing compaction testing. Cores will be taken to verify.



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Tuesday, January 24, 2017

Shift Hours: 7:00 to 3:30

Bid item 0011.

When I arrived on site I found All American Asphalt on site preparing to continue the cold milling operation. They started the operation at approximately 0800 at STA 18+95 working north to STA 27+07 the tie-in at the Tarred ell intersection. they started on the east side of Bartley. Sequel had one laborer cleaning the gutter plate of the milling debris and a skip loader started removing the asphalt that the milling equipment couldn't get. this operation repeated itself on the west side of Bartley. the grinding operation was completed at approximately 1100. I field verified with the AAA foreman for quantity at 92,875SF. This was approximately 5000 SF over designed quantity. I ran a take off from the plans for the tangent areas and field measured all oddly shaped areas confirming the quantity. I informed Robert Garcia of the quantity over run and described how I verified them. Please see my redlined plans for calculation.

Bid Item 0013

Before the grinding operation started Sequel had laborers pulling a string line from top of curb to top of curb. while witnessing this operation I gathered that there was anywhere from 0 to .06' between the string line and the centerline of the road. Sequel did not record any of the information and they were not verifying that they were on STA, nothing was marked on the curb so that they could stay on STA.

After the milling operation had been completed Sequel began setting hubs along centerline. they were setting the hub at .38' below the string line (.33=4" + .05 used as the average as checked before the HMA cold mill = .38'). At approximately 1400 I was informed by there blade man that they were ready for me to check the grade. I verified that Sequel had cut the grade to .38' below the top of curb at centerline and had straight graded the area in between the centerline and curb gutter plate. this was all verified by used string line and hike ups. There was one area that needed to be correct because it was .07 high. After completing all of the grade checking Sequels grading crew made the correction to the grade approximately 50 south of the alley way, we rechecked the area and I found that it was with tolerance. All tie-in points will need to dug out on the day of HMA placement and checked for grade tolerance.

Noted Conversations with Abel and Mike M: 1) Spoke with them about the total quantity of Cold Mill removal being 92,785SF.

2) Removal areas marked, but not limited to, in the base course asphalt. I noted that areas seem to be expanding. Mike stated that there were only a few areas that needed to be removed and the rest of the marked areas are what class B material looks like. I stated that disagreed and added that there are areas of severe segregation. He also stated that there are only four areas of removal for Parkmead.

3) I also asked Mike if Sequel had received the results from there base course material sampling they did last week. Mike said that he hadn't been to his office to check. I asked him if they would provide the testing results to the city but he didn't answer.

4) AT approximately 1130 Abel approached me asking if we could have a soils tester here first thing in the morning. I informed Abel that I had scheduled one to be on site at 0700 on 01.25.2017. he said okay.

Note: No Parking signage was placed today for today and the rest of the week, not 72hrs in advance.





## INSPECTOR'S DAILY REPORT

**Tuesday, January 24, 2017**

**Shift Hours: 7:00 to 3:30**[illegible]

Bid Item 0011 = 92,785 SF total for the project 27,608 SF today.



## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Wednesday, January 25, 2017

Shift Hours: 7:00 to 3:30

Bid Item 0013

Sequel continued to work on compaction of the subgrade from STA 18+95 to 27+07 today. Southwest Testing was on site this morning at 0700 to perform compaction testing of the area as agreed upon with Abel yesterday. At 0730 While on another project I was contacted by Chad with Southwest testing informing me that the compaction had failed. At approximately 0740 I arrived on site and informed Abel of the failures. Abel stated that they would continue working on the compaction and resumed compaction efforts shortly after. At approximately 0930 I was informed that Sequel was continuing to fail compaction. Chad informed that he was going to have them concentrate on a single area. At approximately 1030 I was informed that Sequel was still unable to achieve 95% compaction. At 1100 Robert Garcia and I arrived on site to discuss with Sequel. Several options were discussed and Robert said that he need to confirm his ability to perform these option. Sequel left for the day.

At approximately 1200 I got approval from Robert to perform a test section Approximately 100' in length from centerline to the curb as follows. 1. scarify to a depth of 4" 2) mix material ( processing the top layer of "base" material, approximately 3/4" with the sand under the "base" material) 3) pull representative material sample. 4) recompact material to stable point if achievable.

I am attempting to show that the native material can be compacted, if processed correctly, and stabilized for HMA placement without adding/ creating CTB and, all of this can be done with the original scope of work with section 301-1.2 of the Greenbook.

I spoke with Abel about the idea and met with him on site at approximately 1300 to agree on a representative location for the test section. The test section was picked between two driveways and was approximately 80 in length.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Wednesday, January 25, 2017**

## Bartley Street Rehabilitation

**Shift Hours: 7:00 to 3:30**

[illegible]

**Quantity Calculations:**

Bid Item 0011 = 92,785 SF total for the project 27,608 SF today.





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Friday, January 27, 2017

Shift Hours: 7:00 to 3:30

### Bid Item 0013

I arrived on site at approximately 0830 this morning after a meeting on the Parkmead project. When I arrived sequel had not begun processing the sub grade for the day. Sequel had completed previously the processing between STA 18+95 and approximately 21+00. Sequel Started processing the grade at approximately 0900 near STA 21+00 on the west side of Bartley. Sequel worked between STA 21+00 and 23+00 on both sides of the Bartley completing the area at approximately 1100 with passing compaction results according to Southwest testing. At approximately 1100 the new Sequel foreman Rafa Cruz arrived on site and stopped the operation.

Sequel performed no work between 1100 and 1330. I was informed by Rafa that they wanted to perform sampling and testing of their own. Associated testing was on site taking samples of the base material, the sand and the mixture of the two.

At approximately 1330 Sequel continued to processing of the sub grade working on the west side of Bartley between STA 23+00 and 27+05. they completed the processing on the west side of the road and started the compaction of the subgrade. Southwest testing, tested the prepared subgrade and found that the compaction was not passing. they did find that the moisture was low at 3.5%. Sequel added water tot he top and rolled the area again. It was agreed that testing would resume in the morning at 0730.

At approximately 0930 while inspecting the processing of the subgrade I was approached by Abel with two disputed work forms. One for work on Parkmead that was not correctly performed or inspected and one for the processing of the subgrade on Bartley. I refused to sign the one Parkmead because they did not inform me of the work and I could not verify any of the work. the second I signed but noted the work was preformed per specification and was not extra work.

While explaining why I would not sign the first T&M Abel became very agitated and getting in my face. I asked him several times to "Back away from me" informing him that he needed act appropriately. I gave him the two T&M's back and he left. A short time later Abel approached me again acting very agitated and stated "what is a 62 year old man intimidating a 40 year old man" I responded "no" and asked him to claim down and act professionally. Abel stated "Act professionally huh I'll cut your balls off" I asked Abel if that was a threat and Abel told me to take it any way I what'd to. I informed Robert Garcia of both of the interaction with Abel. Robert requested that I informed Abel that was no long allowed on the project. I informed Abel as requested. When I informed Abel he asked me "and what if I don't" I informed him that I would call the authorizes and have him removed. When walking away from Abel told me to "Fuck off" called me a "peace of shit".

City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Friday, January 27, 2017**

## Bartley Street Rehabilitation

**Shift Hours: 7:00 to 3:30**

[illegible]

### Quantity Calculations:

Bid Item 0011 = 92,785 SF total for the project 27,608 SF today.





## INSPECTOR'S DAILY REPORT

City of Santa Fe Springs

Bartley Street Rehabilitation

Tuesday, January 31, 2017

Shift Hours: 7:00 to 5:00

Bid Item 0013

Sequel continued to processing of the sub grade working on the west and east side of Bartley between STA 23+00 and 27+05.

Southwest testing was on site today at 0700 performing compaction testing on the north end of Bartley on the west side. It was decided by Chad and myself that there was a need for a new maximum density because the blend of the material had become sandier on the north end. the Max was taken to the lab and returned to us later in the day at 123.1. the results in the field confirmed that Sequel had passed the compaction testing on the west side.

At approximately 1000 Sequels blade broke down. It was not repaired until approximately 1130.

At approximately 0900 Sequel started working on the east side of Bartley (down from 1000 -1130) processing material from STA 23+00 to 27+05. they were completed processing the material at approximately 1330. compaction testing was performed on the east side and it was found to be passing. Please see the Southwest testing reports for details.

At 1600 Sequel request grade check from me. Myself along with two Sequel employees checked grade by pulling string from to of curb to top of curb measuring down at centerline .38', checking approximately every 25' to 50' in random location on hubs and between grade hubs set by sequel.

After completing the grade check and confirming with Southwest testing that all compaction had passed, I informed Rafa that Sequel was approved to place HMA base course.

Note:

Sequel had Associated Soils on site today taking compaction tests. During there time on site several observation were made. 1. the tech was taking tests with 10' of his car. 2. he was taking 2" in depth tests. 3. he was taking 15 second test, usually reserved for moisture checking the soil or HMA. 4. even though he agreed that the material had changed from one end (south) to the other (North), he did not resample the material, but continued to use his high max of 131, failing the subgrade. 5. I informed him that there was a different representative max, he did want to use it, only stating that he did want to get in the middle of it.

Sequel also made small holes in the base course HMA approximately 2'x2'. the first one was approximately 20' north of the Flossmoor BCR and the second was approximately 100' north of the Flossmoor BCR.

The first hole and 1.5' of class II base that was imported from the Parkmead project and approximately 1.25" of the reddish brown sit clay material that is native to the project. the Associated tech took a 2" in depth test and informed me that he had achieved a passing test. When I asked him why he took a 2" test and if he had a max for the base that was in place he had no answer.

The second hole had approximately 2.5" of the of the reddish brown silty clay material and then sand. the associated tech took a 4" in depth test and informed me that he had a passing test. When I asked him what max he was using because he would have been testing two different material at the same time, he had no answer.

I was also informed by Robert Garcia at approximately 1500, that Sequel had informed him, that they had made the same pot holes (2'x2') in the Blue Diamond HMA placement from the 18th and had passing compaction results. I investigated the area and found that claim to fails, no pot hole were made.



City of Santa Fe Springs

## INSPECTOR'S DAILY REPORT

**Tuesday, January 31, 2017**

## Bartley Street Rehabilitation

**Shift Hours: 7:00 to 5:00**

[illegible]

### Quantity Calculations:

Bid Item 0011 = 92,785 SF total for the project 27,608 SF today.

COPY

Labor Commissioner, State of California  
 Department of Industrial Relations  
 Division of Labor Standards Enforcement  
 Bureau of Field Enforcement- Public Works  
 320 W. 4th Street, Suite 450  
 Los Angeles, CA 90013  
 TEL: (213) 620-6468

FAX: (213) 620-6047

RECEIVED  
 CITY OF SANTA FE SPRINGS  
 PUBLIC WORKS  
 2017 JUL 26 AM 9:34

Edmund G. Brown Jr., Governor



DATE:  
 July 24, 2017

In Reply Refer to Case No:  
 40-55858-213

## CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body City of Santa Fe Springs	Work Performed in County of Los Angeles
PROJECT NAME Parkmead Street Rehabilitation	Project No.
Prime Contractor Sequel Contractors, Inc., a California Corporation	
Subcontractor	

After an investigation concerning either the payment of wages to workers employed in the execution of the contract for the above-named public works project or compliance with the apprenticeship standards found in Labor Code section 1777.5, or both, the Division of Labor Standards Enforcement (the "Division") has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code section 1741, the Division hereby issues this Civil Wage and Penalty Assessment.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: Sequel Contractors, Inc., a California Corporation failed to provide certified payroll records to the Division of Labor Standards Enforcement within 10 working days of receipt of the request dated June 30, 2017. The certified payroll records were due on July 19, 2017. The penalties are assessed pursuant to Labor Code 1776 (h) at \$100 per day, per worker, from July 20, 2017 through July 24, 2017 and until strict compliance is effectuated.

Apprenticeship Violations:

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813.

The Division has determined that the total amount of wages due is: \$0.00

The Division has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$0.00

The Division has determined that the amount of penalties assessed under Labor Code section 1777.7 is: \$0.00

The Division has determined that the amount of penalties assessed under Labor Code section 1776 against is: \$10,000.00

Please refer to page 5 for specific withholding obligations pertaining to these amounts.

STATE LABOR COMMISSIONER

By

Fabian Cazares

Deputy Labor Commissioner II

PW 33 (Revised - 7/2013)

### **Notice of Right to Obtain Review - Formal Hearing**

In accordance with Labor Code Section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

**To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Commissioner - State of California  
Civil Wage and Penalty Assessment Review Office  
PO Box 32889  
Long Beach, CA 90832

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

**Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743,**

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)



### **Opportunity for Settlement Meeting**

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

**Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.**

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Fabian Cazares at the following address:

State of California - Department of Industrial Relations  
Division of Labor Standards Enforcement - Public Works Unit  
320 W. 4th Street, Suite 450  
Los Angeles, CA 90013

### **Payment of Civil Wage and Penalty Assessment**

Payment of the assessed wages and/or penalties must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations  
Division of Labor Standards Enforcement - Cashiering Unit  
2031 Howe Avenue, Suite 100  
Sacramento, CA 95825-0196

(continued on next page)

### **Liquidated Damages**

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations  
Attention Cashiering Unit  
P.O. Box 420603  
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Assessment is: **\$0.00**

(continued on next page)

## Statutory Withholding Obligations

### 1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Penalties Due Under Labor Code sections 1775 and 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$0.00
Penalties Due Under Labor Code sections 1776:	\$10,000.00
<b>Total Withholding Amount:</b>	<b>\$10,000.00</b>

### 2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☐ If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Penalties Due Under Labor Code sections 1775 and 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$0.00
Penalties Due Under Labor Code sections 1776:	\$10,000.00
<b>Total Withholding Amount:</b>	<b>\$10,000.00</b>

Distribution:

Awarding Body  
Prime Contractor



Labor Commissioner, State of California  
Department of Industrial Relations  
Division of Labor Standards Enforcement  
Bureau of Field Enforcement- Public Works  
320 W. 4th Street, Suite 450  
Los Angeles, CA 90013  
TEL: (213) 620-6468 FAX: (213) 620-6047

Edmund G. Brown Jr., Governor



Sequel Contractors, Inc.  
13546 Imperial Hwy.  
Santa Fe Springs, CA 90670

DATE:  
June 30, 2017

In Reply Refer to Case No:  
40-55858-213

PROJECT NAME Parkmead Street Rehabilitation	Project No.
Prime Contractor Sequel Contractors, Inc.	
Subcontractor	

This letter constitutes a formal request for public works payroll information as authorized by Section 1776 of the California Labor Code.

☒ We are in receipt of your initial response, as received by this office on 6/29/2017. Your initial response failed to include the following specifically required information: full social security numbers for all employees and full home addresses for each worker

Within ten (10) working days from receipt of this request, please resubmit the attached public work payroll reporting form, including the information specified above which was omitted from your initial response.

☐ We also require certain additional "Payroll Records" as that term is defined at Title 8, California Code of Regulations, Section 16000, as including: All time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project.

The specific Payroll Records now requested are :

Failure to provide these certified payroll records to the Division of Labor Standards Enforcement within ten (10) working days of receipt of this request will subject the contractor to a penalty of one hundred dollars (\$100.00) per calendar day or portion thereof for each worker until the records are received [Labor Code Section 1776(h)].

STATE LABOR COMMISSIONER

By Fabian Cazares  
Fabian Cazares  
Deputy Labor Commissioner II

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL  
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Fabian Cazares, do hereby certify that I am a resident of or employed in the County of  
Los Angeles, over 18 years of age, and not a party to the within action, and that I am employed at  
and my business address is:

Division of Labor Standards Enforcement  
Bureau of Field Enforcement  
320 W 4th St., Suite 450  
Los Angeles, Ca 90013

On June 30, 2017, I served the within: (1) Request for corrected certified payroll  
records (PW9.1)

by placing a true copy thereof in an envelope addressed as follows:

Sequel Contractors, Inc.  
13546 Imperial Hwy.  
Santa Fe Springs, Ca 90670




and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,  
and then depositing it in the United States mail in Los Angeles by:

- ☒ Ordinary first class mail  
☒ Certified mail  
☐ Registered mail

*I certify under penalty of perjury that the foregoing is true and correct*

Executed on June 30, 2017, at Los Angeles, County of Los Angeles, California

SIGNATURE

STATE CASE NO.  
40-55858-213

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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 40-55858-213

Sent To: SEQUEL CONTRACTORS, INC.  
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 City, State, ZIP+4® SANTA FE SPRINGS, CA 90670

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <u>X L Pack</u> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <u>LISA PACK</u></p> <p>C. Date of Delivery  <u>7/5/17</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>1. Article Addressed to:</p> <p><u>SEQUEL CONTRACTORS, INC.</u>  <u>13546 IMPERIAL HWY</u>  <u>SANTA FE SPRINGS, CA 90670</u></p> <p>            9590 9401 0061 5071 6297 30</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p><u>7016 2070 0000 6807 0239</u></p>																	

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Postal Product:

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DATE & TIME	STATUS OF ITEM	LOCATION
July 5, 2017, 1:57 pm	Delivered, Front Desk/Reception	SANTA FE SPRINGS, CA 90670

Your item was delivered to the front desk or reception area at 1:57 pm on July 5, 2017 in SANTA FE SPRINGS, CA 90670.

July 3, 2017, 3:31 pm	Business Closed	SANTA FE SPRINGS, CA 90670
July 3, 2017, 8:04 am	Out for Delivery	SANTA FE SPRINGS, CA 90670
July 3, 2017, 7:54 am	Sorting Complete	SANTA FE SPRINGS, CA 90670
July 3, 2017, 6:01 am	Arrived at Unit	SANTA FE SPRINGS, CA 90670
June 30, 2017, 10:11 pm	Arrived at USPS Facility	LOS ANGELES, CA 90052

See Less ^

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(<http://www.postalmuseum.si.edu/>)

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STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL  
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Fabian Cazares, do hereby certify that I am a resident of or employed in the County of  
Los Angeles, over 18 years of age, and not a party to the within action, and that I am employed at  
and my business address is:

Division of Labor Standards Enforcement  
Bureau of Field Enforcement  
320 W 4th St., Suite 450  
Los Angeles, Ca 90013

On July 24, 2017, I served the within: (1) Civil Wage & Penalty Assessment,  
(2) Request for corrected certified payroll records (PW9.1), USPS delivery confirmation

by placing a true copy thereof in an envelope addressed as follows:

Sequel Contractors, Inc.  
Attention: Thomas Scott Pack  
13546 Imperial Hwy.  
Santa Fe Springs, Ca 90670  
CWPA 40-55858-213 7/24/17

City of Santa Fe Springs  
Attention: Noe Negrete  
11710 Telegraph Rd.  
Santa Fe Springs, Ca 90670  
CWPA 40-55858-213 7/24/17



and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid,  
and then depositing it in the United States mail in Los Angeles by:

- ☒ Ordinary first class mail  
☒ Certified mail  
☐ Registered mail

*I certify under penalty of perjury that the foregoing is true and correct*

Executed on July 24, 2017, at Los Angeles, County of Los Angeles, California

SIGNATURE

STATE CASE NO.  
40-55858-213



# City of Santa Fe Springs

City Council Meeting

Jun 28, 2018

## **NEW BUSINESS**

Resolution Nos. 9582 and 9583 – Approval of Engineer's Report (FY 2018/19) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive)

## **RECOMMENDATIONS**

That the City Council take the following actions:

- Adopt Resolution 9582, approving the Engineer's Report (FY 2018/19) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- Adopt Resolution No. 9583, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 12, 2018.

## **BACKGROUND**

The Heritage Springs Assessment District (Assessment District) No. 2001-1 was formed on June 28, 2001, pursuant to the provisions of the Municipal Improvement Act of 1913, Division 12. A map of the Assessment District is enclosed.

The District included a mechanism to provide funding on an annual basis for ongoing street maintenance which includes slurry sealing, street resurfacing and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the initial development. Staff annually inspects the condition of the streets to determine when improvements are needed. Currently the existing status of the street is in fair-to-good condition. Hawkins Street and Palm Drive were slurry sealed on December 2017.

At their meeting of March 22, 2018 the City Council approved Resolution No. 9572 ordering the preparation of the Engineer's Report for FY 2018/19. A copy of the Engineer's Report for the Assessment District No. 2001-1 is attached for your review and approval. Resolution 9582 approves the Annual Engineer's Report.

Resolution No. 9583, Intention to Levy Annual Assessments in the Heritage Springs Assessment District sets the public hearing date for July 12, 2018 and is attached for your review and approval.

## **FISCAL IMPACT**

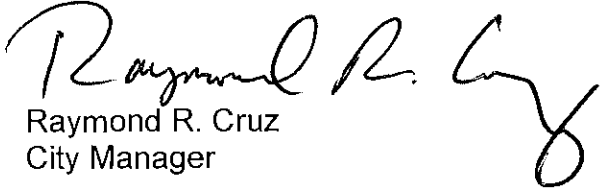
The District has a positive financial impact on the City because a benefit assessment district is used to fund the street maintenance costs attributable to such developments.

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

Date of Report: June 20, 2018  
**ITEM NO. 10**

**INFRASTRUCTURE IMPACT**

The infrastructure has been constructed for this development and has been maintained on a regular schedule.

  
Raymond R. Cruz  
City Manager

**Attachments**

1. Engineer's Report
2. Resolution Nos. 9582 and 9583
3. Boundary Map





# **ENGINEER'S REPORT**

For

## **Heritage Springs Assessment**

### **District No. 2001-1**

**Fiscal Year 2018-19**

For the

## **City of Santa Fe Springs**

**Los Angeles County, California]**

June 14, 2018



**Harris & Associates**

**ENGINEER'S REPORT  
Fiscal Year 2018-19  
City of Santa Fe Springs  
Heritage Springs Assessment District No. 2001-1**

WHEREAS, the City of Santa Fe Springs, County of Los Angeles, State of California, pursuant to the provisions of the Section 10100.8 Municipal Improvement Act of 1913, being Division 12 of the California Streets and Highways Code (the "Act") intends to undertake proceedings for the annual levy of special assessments in and for the City's Heritage Springs Assessment District No. 2001-1 (the "District");

NOW THEREFORE, the undersigned Engineer of Work hereby submit herewith the "Report" consisting of five (5) parts as follows:

**PART A – DESCRIPTION**

A description of the maintenance activities to be performed.

**PART B – COST ESTIMATE**

An estimate of the maintenance costs to be paid from the District.

**PART C – ASSESSMENT ROLL**

The assessment by parcel.

**PART D – METHOD OF ASSESSMENT**

The way the assessment is apportioned.

**PART E – ASSESSMENT DIAGRAM**

A diagram showing the boundaries of the District.

The undersigned respectfully submits the enclosed Report.

DATED: June 14, 2018

  
BY: K. Dennis Klingelhofer  
R.C.E. No. 50255



This Report, as signed and presented to the Council for approval, has been prepared according to the methodology and rates approved by the City Council when the District was formed.



## **PART A – DESCRIPTION**

The assessments in the District shall be levied for the maintenance of improvements as follows, and shall include all incidental expenses, including administration, legal, establishment of reserves, collection and contracting:

The improvements proposed to be maintained may be generally described as Hawkins Street, east of Norwalk Boulevard, and Palm Drive, south of Hawkins Street. The maintenance of such improvements is proposed to consist of the continued maintenance and operation of such improvements, including the maintenance of pavement and appurtenant facilities that are located in and along such streets, including but not limited to, personnel, electrical energy, utilities, materials, contracting services, and other items necessary for the satisfactory maintenance of these improvements described as follows.

### Pavement and Appurtenant Facilities

Pavement and appurtenant facilities, in public street and rights-of-way, within the boundary of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance, repair and servicing of the above described roadways and appurtenant improvements, including repair, slurry sealing, chip sealing, removal or replacement of all or part of any of the streets or appurtenant improvements, and the administration of all aspects of the maintenance and the District.





## PART B – COST ESTIMATE

The estimated amount to be paid annually into the maintenance program fund for the streets as described in Part A of this Report is as follows:

### In 2001 \$'s:

#### Slurry Seal @ 5 and 15 years:

5 years	\$0.16 / SF x	100,000 SF =	\$16,000
15 years	4% estimated inflation per yr =		\$24,000

#### Street Rehab @ 10 years:

10 years	\$1.50 / SF x	100,000 SF =	\$150,000
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#### Street Reconstruct @ 20 years:

20 years	\$5.00 / SF x	100,000 SF =	\$500,000
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<b>Total est. 20 year Maintenance Strategy:</b>	\$690,000
round up to:	\$700,000

Estimated annual cost for 2001 =	\$35,000
estimated cost per SF:	\$0.3500

### Conversion to 2018 \$'s:

#### ENR Construction Cost Index Increase

June 2001 - 2018	75.19%
2018 cost per SF:	\$0.6132

Hawkins Street & Palm Drive Improvements SF =	66,680
<b>Annual Cost for Fiscal Year 2018-19 =</b>	<b>\$40,888</b>

Maintenance Fund Capital Reserve Balance =	\$491,733
(fund balance estimated as of July 1, 2018)	



### **PART C – ASSESSMENT ROLL**

The total proposed assessment for Fiscal Year 2018-19 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Los Angeles County Assessor's Office, are shown below.

The description of each lot or parcel is part of the County assessment roll and this roll is, by reference, made part of this Report.

Asmt No.	Assessor's Parcel Number	Fiscal Year 2018-19 Maint. Asmt.
1	8005-015-037	\$8,754.12
2	8005-015-038	\$8,010.37
3	8005-015-039	\$3,284.53
4	8005-015-040	\$2,665.08
5	8005-015-041	\$2,525.65
6	8005-015-042	\$2,246.80
7	8005-015-043	\$1,750.82
8	8005-015-044	\$4,539.79
9	8005-015-045	\$7,111.65
10	8005-015-910	\$0.00
		\$40,888.81



## PART D – METHOD OF ASSESSMENT

The assessments are apportioned according to the special benefits received by the parcels of land within the Assessment District in accordance with the apportionment of costs at the time of formation. The assessment is necessary to maintain the level of special benefit from the construction of the improvements funded by the District. The proportionate special benefit derived by each parcel is determined in relationship to the entirety of the maintenance cost of the improvements. No assessment has been apportioned on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Only special benefits may be assessed and any general benefits shall be separated from the special benefits for purposes of this Report. Based on the nature of the improvements to be funded herein, there are no general benefits.

Under this Report, the assessment for the District are apportioned in accordance with the foregoing and using the following criteria:

The net acreage of each parcel of land is determined by excluding acreage which will not have direct access to the improvements from Hawkins Street or Palm Drive, and by excluding acreage to be dedicated as roadway, road rights-of-way, or sidewalk easement. Special benefit is determined based on the net acreage of each parcel relative to the total net acreage (the "Benefit Percentage").

The total annual cost for Fiscal Year 2018-19, as shown in Part B of this Report, is apportioned on a percentage basis using the Benefit Percentages, as shown below:

Asmt No.	Assessor's Parcel Number	Net Acreage	Benefit Percentage	Fiscal Year 2018-19 Maint. Asmt.
1	8005-015-037	5.65	21.410%	\$8,754.12
2	8005-015-038	5.17	19.591%	\$8,010.37
3	8005-015-039	2.12	8.033%	\$3,284.53
4	8005-015-040	1.72	6.518%	\$2,665.08
5	8005-015-041	1.63	6.177%	\$2,525.65
6	8005-015-042	1.45	5.495%	\$2,246.80
7	8005-015-043	1.13	4.282%	\$1,750.82
8	8005-015-044	2.93	11.103%	\$4,539.79
9	8005-015-045	4.59	17.393%	\$7,111.65
10	8005-015-910	0.00	0.000%	\$0.00
		26.39	100.00%	\$40,888.81

Based on the preceding, Assessment No. 10 is not assessed as it's Benefit Percentage is zero percent.





## **PART E – ASSESSMENT DIAGRAM**

A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District, entitled "Assessment Diagram, Heritage Springs Assessment District No. 2001-1", is on file in the office of the City Clerk of the City of Santa Fe Springs, and is incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for Fiscal Year 2018-19. The Assessor's maps and records are incorporated by reference herein and made part of this Report.



**RESOLUTION NO. 9582**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SANTA FE SPRINGS, CALIFORNIA  
APPROVING THE ENGINEER'S REPORT FOR ANNUAL LEVY  
OF ASSESSMENTS FOR THE HERITAGE SPRINGS ASSESSMENT  
DISTRICT 2001-1 FOR FISCAL YEAR 2018/2019**

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the "Act") and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the "Resolution of Formation"), to form the Heritage Springs Assessment District 2001-1 ("Assessment District"), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA, pursuant to the provisions of Division 12 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's "Report" for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as

**CITY OF SANTA FE SPRINGS  
Heritage Springs Assessment District 2001-1**

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 12 of the Streets and Highways Code and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said "Report."

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

**SECTION 1.** That the above recitals are true and correct.

**SECTION 2.** That the "Report" as presented, consisting of the following:

- A. Estimate of costs;
- B. Diagram of the District;
- C. Assessment of the estimated cost

Is hereby approved; and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

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

ATTEST:

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



**RESOLUTION NO. 9583**

**RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SANTA FE SPRINGS  
DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE  
IN AN EXISTING DISTRICT, PURSUANT TO  
THE PROVISIONS OF DIVISION 12 OF THE  
STREETS AND HIGHWAYS CODE OF THE STATE OF  
CALIFORNIA, AND SETTING A TIME AND PLACE FOR  
PUBLIC HEARING THEREON**

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code to form the Heritage Springs Assessment District 2001-1 ("Assessment District"), in what is known and designated as:

CITY OF SANTA FE SPRINGS  
Heritage Springs Assessment District 2001-1

WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said Assessment District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

PUBLIC INTEREST

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said Assessment District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the "Report" of the Engineer, incorporated herein as a part hereof.

## REPORT

- SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2018/2019 is hereby approved and is directed to be filed in the Office of the City Clerk.
- SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the Assessment District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

## DESCRIPTION OF MAINTENANCE

- SECTION 5. The assessments levied and collected shall be for the maintenance of certain improvements, as set forth in the Engineer's "Report," referenced and so incorporated herein.

## COUNTY AUDITOR

- SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said Assessment District.

## SPECIAL FUND

- SECTION 7. That all monies collected shall be deposited in a special fund known as

SPECIAL FUND  
CITY OF SANTA FE SPRINGS  
Heritage Springs Assessment District 2001-1

Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said special fund, from any available source, such funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

### BOUNDARIES OF THE DISTRICT

- SECTION 8. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the Assessment District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said Assessment District, shall include each and every parcel of land within the boundaries of said Assessment District, as said Assessment District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the Assessment District.

### PUBLIC HEARING

- SECTION 9. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 12<sup>th</sup> DAY OF JULY, 2018 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

### NOTICE

- SECTION 10. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days before the date for said Public Hearing.

### EFFECTIVE DATE

- SECTION 11. That this Resolution shall take effect immediately upon its adoption.



PROCEEDINGS INQUIRIES

SECTION 12. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Noe Negrete  
City Engineer  
CITY OF SANTA FE SPRINGS  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511

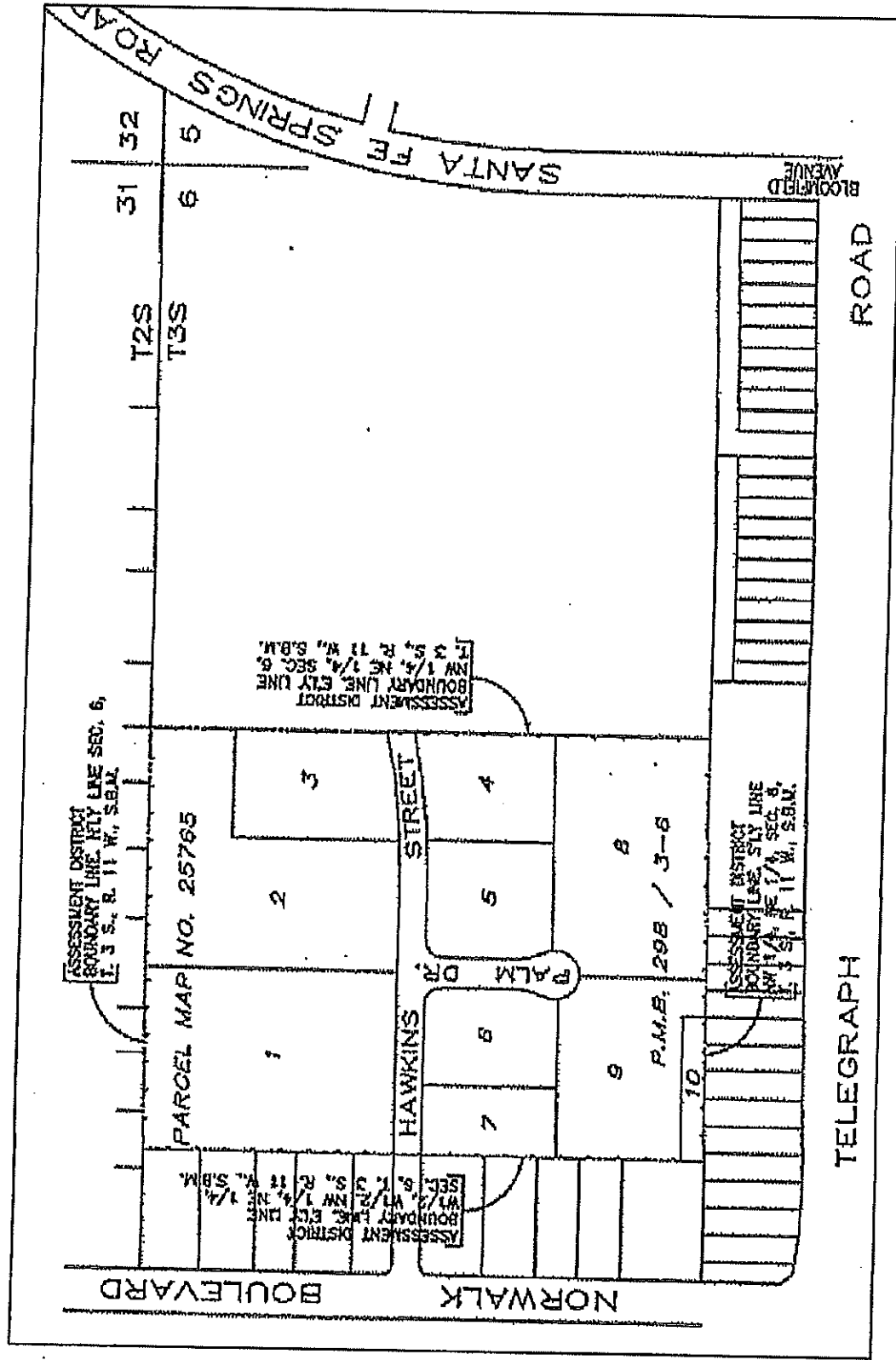
APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2018.

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

ATTEST:

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

# BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





# City of Santa Fe Springs

City Council Meeting

June 28, 2018

## NEW BUSINESS

Resolution Nos. 9584 and 9585 – Approval of Engineer's Report (FY 2018/19) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1

### RECOMMENDATIONS

That the City Council take the following actions:

- Adopt Resolution No. 9584, approving the Engineer's Report (FY 2018/19) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- Adopt Resolution No. 9585, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 12, 2018.

### BACKGROUND

Santa Fe Springs Lighting District No. 1 (District) was formed May 26, 1982, pursuant to the provisions of the Landscaping and Lighting Act of 1972. A map of the District is shown on Page 16 of the Engineer's Report. The District does not include any residential properties, or any properties with a residential land code, are being assessed. The annual assessment rate for the District has not been increased since fiscal year 1992/1993, although the costs of providing the improvements that benefit the properties within the District continue to rise. In 2004, the City conducted an election to try to increase the annual assessment rate. However a majority protest existed and the proposed assessment increase was not imposed.

After the initial formation of the district, it is necessary for the City to annually update the Lighting District. This allows the City to continue levying annual assessments against the properties located within the Lighting District. The required documents to satisfy the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972 as contained in the Streets and Highways Code.

The Council, at their meeting of March 22, 2018 approved Resolution No. 9573 ordering the preparation of plans, specifications, cost estimate, diagram, assessment, and report pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California.

A copy of the Annual Engineer's Report for the City of Santa Fe Springs Lighting District No. 1 is attached for your review and approval. The Engineer's Report satisfies the legal requirements described previously. In summary, the Engineer's Report addresses compliance with the state law, describes method of apportionment and presents a proposed budget for FY 2018/19. As noted on Page 15 of the Engineer's Report, the estimated total direct and administrative costs for

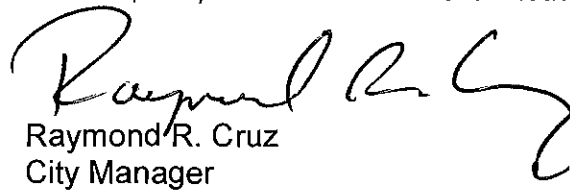
Report Submitted By: Noe Negrete, Director   
Department of Public Works

Date of Re

ITEM NO. 11



providing street lights is \$699,900. The balance to levy is \$194,134, which takes into consideration a general fund contribution of \$303,460 to subsidize the District.



Raymond R. Cruz  
City Manager

Attachments:

1. Engineer's Report
2. Resolution Nos. 9584 and 9585
3. Lighting District No. 1 Boundary Map



# **City of Santa Fe Springs**

## **Lighting District No. 1**

### **2018/19 ENGINEER'S ANNUAL LEVY REPORT**

**Intent Meeting: June 14, 2018**

**Public Hearing: July 12, 2018**

27368 Via Industria  
Suite 200  
Temecula, California 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



**ENGINEER'S REPORT AFFIDAVIT**  
**Establishment of Annual Assessments for the:**

**Santa Fe Springs Lighting District No. 1**

**City of Santa Fe Springs**

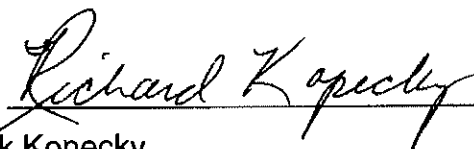
**Los Angeles County, State of California**

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 15 day of June, 2018.

Wildan Financial Services  
Assessment Engineer  
On Behalf of the City of Santa Fe Springs

By:   
Susana Hernandez, Project Manager  
District Administration Services

By:   
Dick Kopecky  
R. C. E. #16742





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## **I. OVERVIEW**

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### **A. INTRODUCTION**

The City of Santa Fe Springs (hereafter referred to as "City") annually levies and collects special assessments in order to provide and maintain the improvements within the Santa Fe Springs Lighting District No. 1 (hereafter referred to as "District"). The District was formed on May 26, 1982 and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the "1972 Act"). The annual assessments levied on parcels within the District are based on the special benefits received, and partially fund the costs associated with the installation, maintenance, operation and administration of the public streetlight system within the District.

This Engineer's Report (hereafter referred to as the "Report") has been prepared pursuant to the order of the City Council as required by the provisions *Chapter 3, of the 1972 Act (commencing with Section 22620)*, which outlines the procedures for the annual levy of assessments. This Report provides an update of the District including the proposed expenses and revenues, any substantial change in the improvements or the District, and the proposed assessments to be levied on the County tax roll for Fiscal Year 2018/19 and has been prepared pursuant to the requirements of *Article 4, Chapter 1, of the 1972 Act (inclusive of Sections 22565 through 22574)*. In addition to the provisions of the 1972 Act, it has been determined that the existing annual assessments for this District have been previously levied in accordance with the provisions of the *California Constitution Article XIII D* which was enacted as a result of the passage of Proposition 218, approved by the California voters in November 1996.

The annual assessment rate for the District has not been increased since Fiscal Year 1992/1993, although the costs of providing the improvements that benefit the properties within the District have continued to rise. Initially, the rising costs to provide streetlights within the District were offset by the District fund balance and an assessment increase was not necessary. Eventually the District fund balance was exhausted and the City began making increasingly greater contributions each year to the District expenses, not only to cover the general benefit portion of the costs, but also to subsidize the special benefit costs not recovered by the annual assessments.

In 2004, the City performed an extensive review of the District including the boundaries of the District, the properties therein, the special benefit properties received from the improvements, the general benefit the improvements may provide to properties outside the District or to the public at large, as well as the current and long-term costs and expenses associated with providing the improvements. Based on this review and evaluation, the City Council determined that it was necessary and in the best interest of the property owners within the District to conduct a property owner protest ballot proceeding for an increase to the annual assessments for Fiscal Year 2004/2005 in accordance with the



provisions of the *California Constitution Article XIID*. Based on the ballot tabulation conducted on July 8, 2004, a majority protest existed, and the proposed assessment increase was not imposed.

The word “parcel”, for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

At a noticed annual Public Hearing the City Council will consider public testimony regarding the District. The City Council will review the Engineer’s Annual Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council will order the levy and collection of assessments for Fiscal Year 2018/19 pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller for inclusion on the property tax roll for each parcel in Fiscal Year 2018/19. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved by the City Council.

## **B. COMPLIANCE WITH THE CURRENT LEGISLATION**

As a result of the passage of Proposition 218 in November 1996, *Articles XIIC and XIID* were added to the California Constitution. *Article XIID* specifically addressed both the substantive and procedural requirements to be followed for assessments. The procedural and approval process for assessments outlined in this article apply to assessment districts, with the exception of those existing assessments that met one or more of the exemptions set forth in *Section 5* of the Article. Specifically as it relates to Lighting District No. 1, the exemption provision set forth in *Section 5(a)* of *Article XIID* states:

*“...assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”*

The District’s streetlight assessments were established in Fiscal Year 1982/1983 and have not been increased since Fiscal Year 1992/1993. These assessments have funded improvements that are classified as street improvements as defined herein based on the definitions provided by the Office of the Controller for the State of California in the “Guidelines Relating to Gas Tax Expenditures” published by the



Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road expenditures, the State Controller has developed the "Street Purpose Definitions and Guidelines" based on the "Manual of Uniform Highway Accounting and Financial Management Procedures" developed by the American Association of State Highway Officials. Street improvement, as it relates to this District, is defined as the construction, operation, or maintenance of facilities within the right of way used for street or road purposes including but not limited to the following:

- ◇ Installation or expansion of the streetlight system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- ◇ Servicing lighting systems and street or road traffic control devices including, repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.

Therefore, the existing District assessments (assessment rates and method of apportionment) approved and levied prior to the passage of Proposition 218, are exempt from both the substantive and procedural approval process defined by *Article XIID, Section 4*, until such time the assessments are increased.

## ***II. Description of the District and Services***

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### **A. BOUNDARIES OF THE DISTRICT**

The boundary of the District is completely within the city limits of the City of Santa Fe Springs and is shown on the Assessment Diagram, which is on file in the office of the City Clerk at the City Hall of Santa Fe Springs, a depiction of which is shown in Exhibit A of this Report. The parcels of real property included within the District are identified by land use categories ("Use Codes"). A listing of the Use Codes that may be applicable to parcels within this District and typically utilized by the Los Angeles County Assessor's Office for identification of property land uses is provided in the Method of Apportionment section of this Report. Excluded from assessments are utility easements, rights-of-way, common areas, public schools, public streets, residential properties, and other public properties. The parcels within the District are described in detail on the assessor parcel maps on file in the Los Angeles County Assessor's Office, which by reference are made a part of this Report.

### **B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.



Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

### **C. IMPROVEMENTS, PLANS AND SPECIFICATIONS**

The annual special benefit assessments levied on parcels within the District provide funding for a portion of the annual expenses related to the installation, maintenance, operation and administration of the streetlight system within the District boundaries. The costs associated with the improvements are equitably spread among benefiting parcels in proportion to their special benefits. Streetlight improvements within the City of Santa Fe Springs but not within the District boundaries and that portion of the District improvements determined to be general benefit are funded by other revenue sources. Only improvements, services and



incidental expenses permitted under provisions of the 1972 Act that are necessary for the ongoing maintenance, operation and administration of the District streetlight system that provides special benefits to the parcels within the District are included in the annual assessment.

Maintenance of the streetlight system within the District may include, but is not limited to removal, repair, replacement, modification, or relocation of the light standards, poles, bulbs, fixtures, and appurtenances. Servicing of the Southern California Edison Company-owned streetlights is furnished by the Southern California Edison Company or by its successors or assignees. The rates charged by the Edison Company include both the power and maintenance costs and are regulated and authorized by the Public Utilities Commission of the State of California. The City of Santa Fe Springs Public Works Department provides for the servicing of the City-owned streetlights. The energy rates charged for City-owned streetlights is also regulated and authorized by the Public Utilities Commission.

Approximately eleven percent (11%) of the streetlights within the District are owned and maintained by Southern California Edison Company. The remaining eighty-nine percent (89%) of the streetlights are owned by the City of Santa Fe Springs and are maintained by the City. The following table provides a summary of the streetlight inventory within the District for Fiscal Year 2018/19:

**Table 1 - Street Light Inventory for Fiscal Year 2018/19**

Account No/ Description		Number of Lights Per Type										TOTAL	
		70	100	Series	150	Series	200	Series	250	310	400	Lights	Watts
		Watt	Watt	100	Watt	150	Watt	200	Watt	Watt	Watt		
3-008-8387-95	LS-1 (Edison-owned)	-	2	-	-	-	-	-	-	-	-	2	200
3-008-8182-13	LS-1 (Edison-owned)	-	-	-	-	-	3	-	1	-	-	4	850
3-008-8182-03	LS-1 (Edison-owned)	-	12	-	22	-	16	-	-	-	-	50	7,700
3-008-8182-02	LS-1 (Edison-owned)	-	6	-	-	-	-	-	-	-	-	6	600
3-008-8181-99	LS-1 (Edison-owned)	1	163	-	1	-	1	-	-	-	5	171	18,720
3-008-8181-96	LS-1 (Edison-owned)	5	127	-	-	-	6	-	1	-	-	139	14,500
	<b>LS - 1 TOTAL</b>	<b>6</b>	<b>310</b>	<b>-</b>	<b>23</b>	<b>-</b>	<b>26</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>5</b>	<b>372</b>	<b>42,570</b>
3-008-9238-08	LS-2 (City-owned)	-	87	158	13	-	69	1	-	-	-	328	40,450
3-008-8181-98	LS-2 (City-owned)	-	-	-	126	2	85	-	37	3	-	253	46,380
3-008-8182-00	LS-2 (City-owned)	-	15	90	25	-	96	1	6	-	-	233	35,150
3-008-8182-01	LS-2 (City-owned)	-	14	-	160	-	119	-	22	9	-	324	57,490
3-008-8182-11	LS-2 (City-owned)	-	29	-	334	-	136	46	128	-	17	690	128,200
3-008-8182-14	LS-2 (City-owned)	-	12	-	279	-	356	-	88	4	15	754	143,490
3-008-8182-16	LS-2 (City-owned)	-	-	-	148	21	118	80	11	-	-	378	67,700
	<b>LS - 2 TOTAL</b>	<b>-</b>	<b>157</b>	<b>248</b>	<b>1,085</b>	<b>23</b>	<b>979</b>	<b>128</b>	<b>292</b>	<b>16</b>	<b>32</b>	<b>2,960</b>	<b>518,860</b>
	<b>GRAND TOTAL</b>	<b>6</b>	<b>467</b>	<b>248</b>	<b>1,108</b>	<b>23</b>	<b>1,005</b>	<b>128</b>	<b>294</b>	<b>16</b>	<b>37</b>	<b>3,332</b>	<b>561,430</b>

The proposed improvements for Fiscal Year 2018/19 are unchanged from the previous Fiscal Year. Streetlight Inventory Maps showing the location of the various streetlights within the District are on file in the office of the City Clerk at the City Hall of the City of Santa Fe Springs and by reference are made part of this Report.



### **III. Method of Apportionment**

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#### **A. GENERAL**

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to *Article XIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel, only special benefits may be assessed and the costs associated with general benefit must separate from the special benefits. Therefore, in compliance with these requirements only the District costs that have been identified as "Special Benefit" are assessed, the costs of any improvements considered to be "General Benefit" have been eliminated from the net amount to be assessed.

#### **B. BENEFIT ANALYSIS**

The District's improvements, the associated costs and proposed assessments described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit calculation that proportionally allocates the net cost to the benefiting properties pursuant to the provisions of *Article XIID* and the 1972 Act. The location and extent of the various streetlight improvements within the District and the associated costs have been identified as either "General Benefits" (not assessed) or "Special Benefits".

##### ***Special Benefits***

The method of apportionment (method of assessment) established for this District utilizes commonly accepted engineering practices and is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. The desirability and security of properties within the District is enhanced by the presence of streetlights in close proximity to those properties.

The primary benefits of streetlights are for the convenience, safety and protection of people as well as the security and protection of property, property improvements



and goods. Specifically, the benefits of adequate and well-maintained streetlights that benefit both the properties and property owners within the District include:

- Improves ingress and egress to property, provides customers, suppliers and employees an enhanced environment in which to access the properties.
- Enhanced deterrence of crime and the aid to police protection and security activities.
- Reduced vulnerability to criminal assault of employees, patrons and owners at night.
- The promotion of increased business activities during nighttime hours.
- Increased nighttime safety on roads and highways.
- Reduced vandalism and other criminal acts and damage to improvements or personal property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Reduction of dumping, graffiti and loitering typically associated with poorly lighted areas.
- Enhances desirability of properties and the ability to conduct or expand business opportunities through association with an area that has sufficient streetlights.

The intensity or degree of illumination provided within the District can enhance these benefits and is a significant factor in determining the benefits properties receive from streetlights improvements. The number and intensity of the streetlights provided in this District are significantly greater than the residential areas of the City and are generally more extensive than the streetlights provided in similar commercial and industrial areas of other cities. For these reasons, it has been determined that the streetlight improvements provided by the District are a special benefit to the properties within the District.

### ***General Benefit***

Although the improvements clearly provide special benefits to properties within the District, it is recognized that some of these facilities by the nature of their location may also benefit properties outside the District that are not assessed and to a lesser extent may provide some benefit to the public at large. Therefore, a portion of the cost to operate, maintain, and service the streetlight improvements within the District are identified as general benefit and not included in the annual assessments as special benefit. In a detailed evaluation of the entire streetlight system within the City of Santa Fe Springs it was determined that, over eighty percent (80%) of the cost to maintain and service the City's streetlights is attributable to the streetlights within this District. The remaining twenty percent (20%) of the City's annual costs for streetlights is associated primarily with the residential areas of the City and these streetlights are currently funded by other revenues sources. Approximately seven percent (7%) of the streetlight improvement costs within the District itself are attributable to streetlight facilities



that benefit properties outside the District as well as properties within the District. Based on this evaluation, it has been determined that twenty-seven percent (27%) of the District's annual costs budgeted for Fiscal Year 2018/19 is considered general benefit. This is a quantifiable percentage based on the current City streetlight system and expenditures. Although not as quantifiable, it is also reasonable to assume that the District improvements also provide some general benefit to the public at large and a reasonable percentage of this benefit should not exceed three percent (3%) for a total general benefit of thirty percent (30%) of the District's costs. The cost of providing the District improvements that are considered general benefit, benefits conferred on real property or to the public at large, shall not be included in the annual assessments and shall be funded by other revenue sources available to the City. These funds are shown in the annual budget of this Report as a General Fund contribution and the amount to be levied as assessments for the District represent only the special benefit portion of the District expenses.

### **C. ASSESSMENT METHODOLOGY**

Pursuant to the Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The apportionment of costs used should reflect the composition of the parcels and the improvements and services provided based on each parcel's estimated special benefit.

#### ***Benefit Assessment Unit***

To assess benefits equitably, it is necessary to relate the different types of parcel improvements to each other. A value of one unit has been assigned as the basic benefit assessment unit. The benefit assessment unit consists of three classifications of benefit: people, security and intensity. The Benefit Factor for each property type is equal to the aggregate amount of benefit assessment units that a parcel receives.

The following table summarizes the various property types within the District by use code and the applicable benefit assessment units that are applied to those properties.



**Table 2 - Use Codes and Benefit Assessment Units**

Use Code	Description	People	Security	Intensity	Benefit Factor
00-09*	Residential	-	-	-	0
10	Vacant Commercial Land	0	0.5	0.5	1
11	Stores	2	1	1	4
12	Store Combinations	2	1	1	4
13	Department Stores	4	2	2	8
15**	Neighborhood Shopping Center	**	**	**	8
16**	Regional Shopping Center	**	**	**	8
17	Office Building	1	1	1	3
18	Hotels and Motels	4	2	2	8
19	Professional Buildings	1	1	1	3
21	Restaurants	3	1	1	5
23	Banks, Savings and Loans	1	1	1	3
24	Service Shops	1	1	1	3
25	Service Stations	2	1	1	4
26	Auto/Recreation Equip Sales	2	2	2	6
27	Parking Lots (Commercial)	1	1	0.5	2.5
28	Animal Kennel	1	0.5	0.5	2
29	Nurseries or Greenhouses	1	0.5	0.5	2
30	Vacant Industrial Land	0	0.5	0.5	1
31	Light Manufacturing	3	1	2	6
32**	Heavy Manufacturing	**	**	**	8
33	Warehousing	2	1	2	5
34	Food Processing Plants	3	1	2	6
36	Lumber Yards	1	1	1	3
37**	Mineral Processing	**	**	**	5
38	Parking Lots (Industrial)	1	0.5	0.5	2
39**	Open Storage	**	**	**	8
44	Truck Crops	0.5	0.25	0.25	1
47	Dairies	0.5	0.25	0.25	1
61	Theaters	3	1	1	5
63	Bowling Alleys	4	2	2	8
64	Club, Lodge Hall, Fraternal Organization	2	1	1	4
71	Churches	1	0.5	0.5	2
72	Schools (Private)	1	0.5	0.5	2
77	Cemeteries, Mausoleums, Mortuaries	0.5	0.25	0.25	1
83	Petroleum and Gas	1	0.5	0.5	2
89	Dump Sites	0.5	0.25	0.25	1
99**	Distribution Centers	**	**	**	8

\* Residential Properties are not assessed

\*\* Minimum Assigned Benefit Factor. See Special Use Codes Section for details.



### ***Special Use Codes***

The following Use Codes have been listed separately because of their unique operations inherent to their classifications, the size of real property, and the high use as a result of their specific operation. The total benefit assessment unit assigned to each parcel is calculated based on the parcel's acreage and a specified weighting factor applied to that use code designation (formula). However, the minimum benefit units assigned to a parcel shall not be less than the Benefit Factor shown on the "Use Code and Benefit Assessment Units" table shown on the previous page unless the parcel fronts on a street without lights. In this case, the Benefit Factor may be reduced below this minimum. (Refer to the table for "Streets Without Lights").

Use Code 99 is a special use code not found in the Los Angeles County Assessor's listing and is assigned to distribution centers for this District only. Parcels of land in Use Code 99 typically run continual 24-hour operations and receive substantial benefit from the District's streetlight improvements.

**Table 3 – Special Use Code**

Use Code	Description	Formula
15	Neighborhood Shopping Center	6.32 benefit units / acre
16	Regional Shopping Center	8.71 benefit units / acre
32	Heavy Manufacturing	5.45 benefit units / acre
37	Mineral Processing	3.27 benefit units / acre
39	Open Storage	6.53 benefit units / acre
99	Distribution Center	9.80 benefit units / acre

### ***Streets Without Lights***

The total Benefit Assessment Units of any parcel identified on the "Use Code and Benefit Assessment Units" table shown on the previous page that front on a street without District streetlights shall be assessed for people-related benefits only. It has been determined that these parcels do not receive the same special benefits from security or intensity that other parcels in the District receive.

The Special Use Code parcels on streets with no District streetlight facilities are reduced by 1/3 (of Table 3) to account for their reduced special benefits from security or intensity. The calculation of this reduced benefit is outlined in the following table for Special Use Codes:

**Table 4 – Special Use Code (Streets Without Lights)**

Use Code	Description	Formula
15	Neighborhood Shopping Center	4.23 benefit units / acre
16	Regional Shopping Center	5.84 benefit units / acre
32	Heavy Manufacturing	3.66 benefit units / acre
37	Mineral Processing	2.18 benefit units / acre
39	Open Storage	4.36 benefit units / acre
99	Distribution Center	6.58 benefit units / acre

#### **D. BENEFIT FORMULA**

The benefit formula applied to each parcel is based on the preceding Benefit Assessment Unit tables. Each parcel's Benefit Factor is equal to the aggregate amount of benefit assessment units that a parcel receives and correlates to the parcel's special benefit received as compared to other parcels in the District.

The following formulas are used to calculate each property's assessment:

$$\text{People Benefit Assessment Unit} + \text{Security Benefit Assessment Unit} + \text{Intensity Benefit Assessment Unit} = \text{Parcel's Benefit Factor}$$

$$\text{Total Balance to Levy / Aggregate of Benefit Factors} = \text{Levy per Benefit Factor (Assessment Rate)}$$

$$\text{Assessment Rate} \times \text{Parcel's Benefit Factor} = \text{Parcel Levy Amount}$$



The following table provides a summary, by Use Code, of the benefit units, proposed charge, and total count of assessable parcels in the District.

**Table 5 – Summary of Assessable Parcels (by Use Code)**

Use Code	Description	Benefit Units	Applied Rate	Proposed Charge	Parcel Assessed
10	Vacant Commercial Land	20.00	\$17.05	\$341.00	20
11	Stores	76.00	\$17.05	1,295.80	19
12	Store Combinations	24.00	\$17.05	409.20	6
15**	Neighborhood Shopping Center	620.68	\$17.05	10,582.45	36
16**	Regional Shopping Center	94.10	\$17.05	1,604.43	6
17	Office Building	120.00	\$17.05	2,046.00	40
18	Hotels and Motels	24.00	\$17.05	409.20	3
19	Professional Buildings	18.00	\$17.05	306.90	6
21	Restaurants	135.00	\$17.05	2,301.75	27
23	Banks, Savings and loans	15.00	\$17.05	255.75	5
24	Service Shops	3.00	\$17.05	51.15	1
25	Service Stations	40.00	\$17.05	682.00	10
26	Auto/Recreation Equip Sales	186.00	\$17.05	3,171.30	31
27	Parking Lots (Commercial)	80.00	\$17.05	1,363.84	32
30	Vacant Industrial Land	171.00	\$17.05	2,915.55	171
31	Light Manufacturing	3,783.00	\$17.05	64,500.15	631
32**	Heavy Manufacturing	718.02	\$17.05	12,242.15	39
33	Warehousing	3,549.00	\$17.05	60,510.45	711
34	Food Processing Plants	78.00	\$17.05	1,329.90	13
36	Lumber Yards	15.00	\$17.05	255.75	5
37**	Mineral Processing	363.32	\$17.05	6,194.62	23
38	Parking Lots (Industrial)	58.00	\$17.05	988.90	29
39**	Open Storage	315.03	\$17.05	5,371.26	17
71	Churches	2.00	\$17.05	34.10	1
72	Schools (Private)	8.00	\$17.05	136.40	4
83	Petroleum and Gas	2.00	\$17.05	34.10	1
89	Dump Sites	7.00	\$17.05	119.35	7
99**	Distribution Centers	861.02	\$17.05	14,680.34	2
	<b>*Total</b>	<b>11,386.17</b>		<b>\$194,133.79</b>	<b>1,896</b>

\* Total parcel count will vary as parcels are submitted under five SBE numbers.

\*\* See Special Use Codes Section.



## IV. District Budget

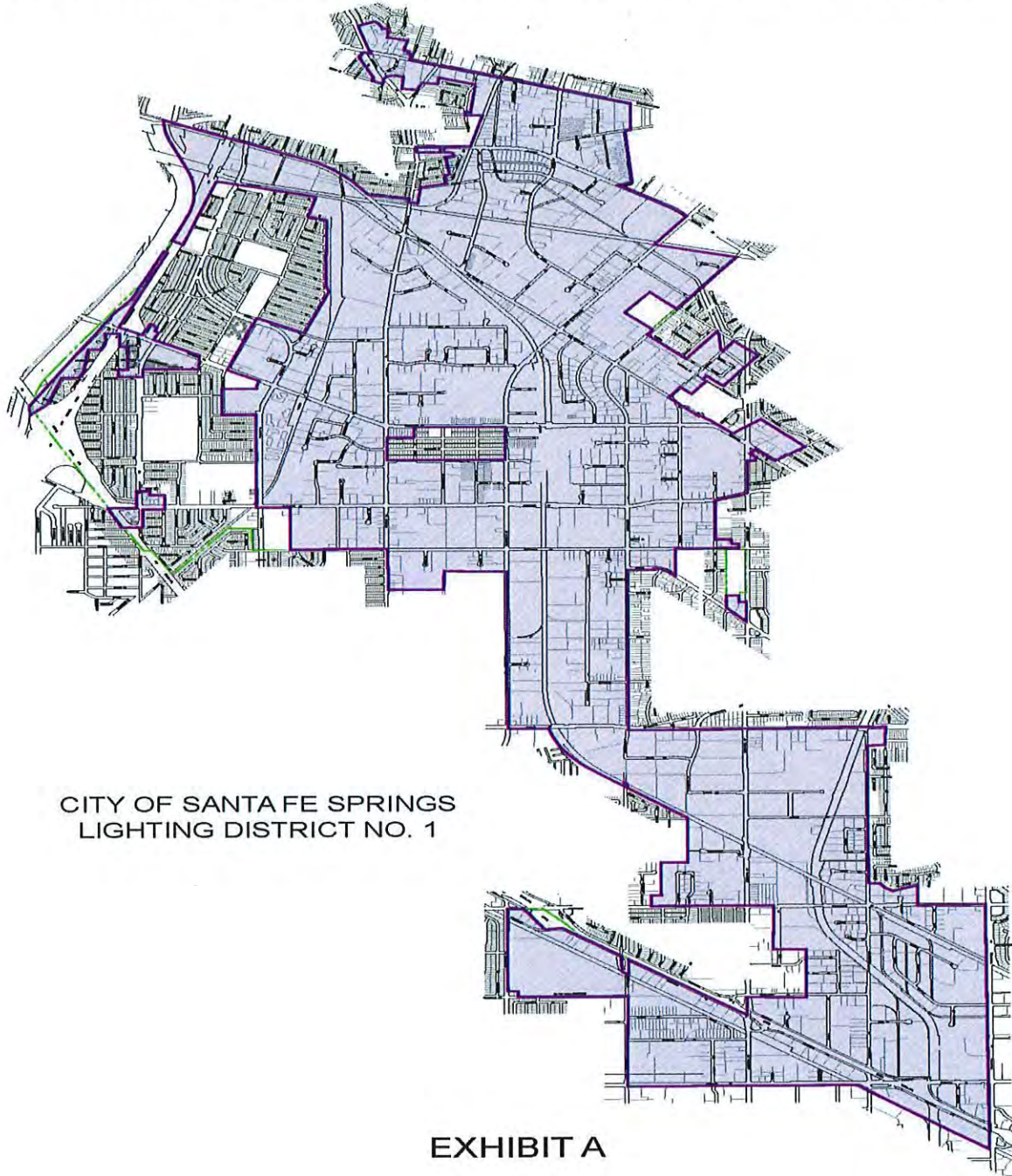
Table 6 – District Budget FY 2018/19

LIGHTING BUDGET (FY 2018/19)	District Budget
Energy Costs	\$320,000
Maintenance and Labor Costs	214,900
Supplies, Materials and Equipment	33,000
Contractual Services	16,000
Overhead	107,500
<b>Direct Costs (Subtotal)</b>	<b>\$691,400</b>
Miscellaneous/Special Administration Expenses	8,500
<b>Administration Costs (Subtotal)</b>	<b>8,500</b>
<b>Total Direct and Admin. Costs</b>	<b>\$699,900</b>
General Benefit Contribution	(202,306)
General Fund Contribution * (Not General Benefit)	(303,460)
<b>Balance to Levy</b>	<b>\$194,134</b>
Total Parcels Levied	1,896
Total Benefit Units	11,386.17
<b>Proposed Levy per Benefit Unit</b>	<b>\$17.05</b>
<b>Current Maximum Assessment Rate</b>	<b>\$17.05</b>

\* The City will continue to attempt to identify ways to decrease costs in order to reduce the General Fund Contribution required.

## EXHIBIT A – DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act and is on file in the Office of the City Clerk at the City Hall of Santa Fe Springs and is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk during normal business hours.





## **EXHIBIT B – 2018/19 ASSESSMENT COLLECTION ROLL**

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The land use classification for each parcel has been based on the Los Angeles County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, has been submitted to the City Clerk and by reference is made part of this Report.

Approval of the Annual Engineer's Report (as submitted or as modified) confirms the method of apportionment and the assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for Fiscal Year 2018/19. The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2018/19.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



**RESOLUTION NO. 9584**

**RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SANTA FE SPRINGS  
APPROVING THE ENGINEER'S "REPORT" FOR ANNUAL LEVY  
OF ASSESSMENT FOR FISCAL YEAR IN A DISTRICT  
WITHIN SAID CITY**

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, did, by previous Resolution, order the preparation of an Engineer's "Report" for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the district, and an assessment relating to what is now known and designated as

**CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1**

(hereinafter referred to as the "District")' and,

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and,

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said "Report."

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the "Report" as presented, consisting of the following:

- A. Estimate of costs;
- B. Diagram of the District;
- C. Assessment of the estimated Cost

Is hereby approved; and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2018.

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

ATTEST:

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

**RESOLUTION NO. 9585**

**RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SANTA FE SPRINGS  
DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE  
IN AN EXISTING DISTRICT, PURSUANT TO  
THE PROVISIONS OF DIVISION 15, PART 2 OF THE  
STREETS AND HIGHWAYS CODE OF THE STATE OF  
CALIFORNIA, AND SETTING A TIME AND PLACE FOR  
PUBLIC HEARING THEREON**

WHEREAS, the CITY COUNCIL of the CITY OF SANTA FE SPRINGS, CALIFORNIA has previously formed a lighting district pursuant to terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

**CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1**

(hereinafter referred to as the "District") and,

WHEREAS, at this time, this City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and,

WHEREAS, at this time there has been presented and approved by this City Council, the Engineer's "Report" as required by law, and this City Council is desirous of proceeding with the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

**PUBLIC INTEREST**

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Office of the City Clerk, open to public



inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the "Report" of the Engineer, incorporated herein as a part hereof.

#### REPORT

SECTION 3. That the "Report" of the Engineer regarding the annual levy for said District, which "Report" is for maintenance for the Fiscal Year 2018/2019 is hereby approved and is directed to be filed in the Office of the City Clerk.

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's "Report," and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said "Report."

#### DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain improvements, as set forth in the Engineer's "Report," referenced and so incorporated herein.

#### COUNTY AUDITOR

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said District.

#### SPECIAL FUND

SECTION 7. That all monies collected shall be deposited in a special fund known as

"SPECIAL FUND  
CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1"

Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said special fund, from any available source, such funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this Resolution.

## BOUNDARIES OF THE DISTRICT

SECTION 8. Said contemplated maintenance work is, in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a district, which district said City Council declares to be the district benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District, shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Office of the City Clerk, and designated by the name of the District.

## PUBLIC PROPERTY

SECTION 9. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

## PUBLIC HEARING

SECTION 10. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 12<sup>th</sup> DAY OF JULY, 2018 AT THE HOUR OF 6:00 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION, ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 11. That the City Clerk is hereby authorized and directed to publish a copy of this Resolution. Said publication shall be not less than ten (10) days before the date for said Public Hearing.

EFFECTIVE DATE

SECTION 12. That this Resolution shall take effect immediately upon its adoption.

PROCEEDINGS INQUIRIES

SECTION 13. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Noe Negrete  
City Engineer  
CITY OF SANTA FE SPRINGS  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
(562) 868-0511

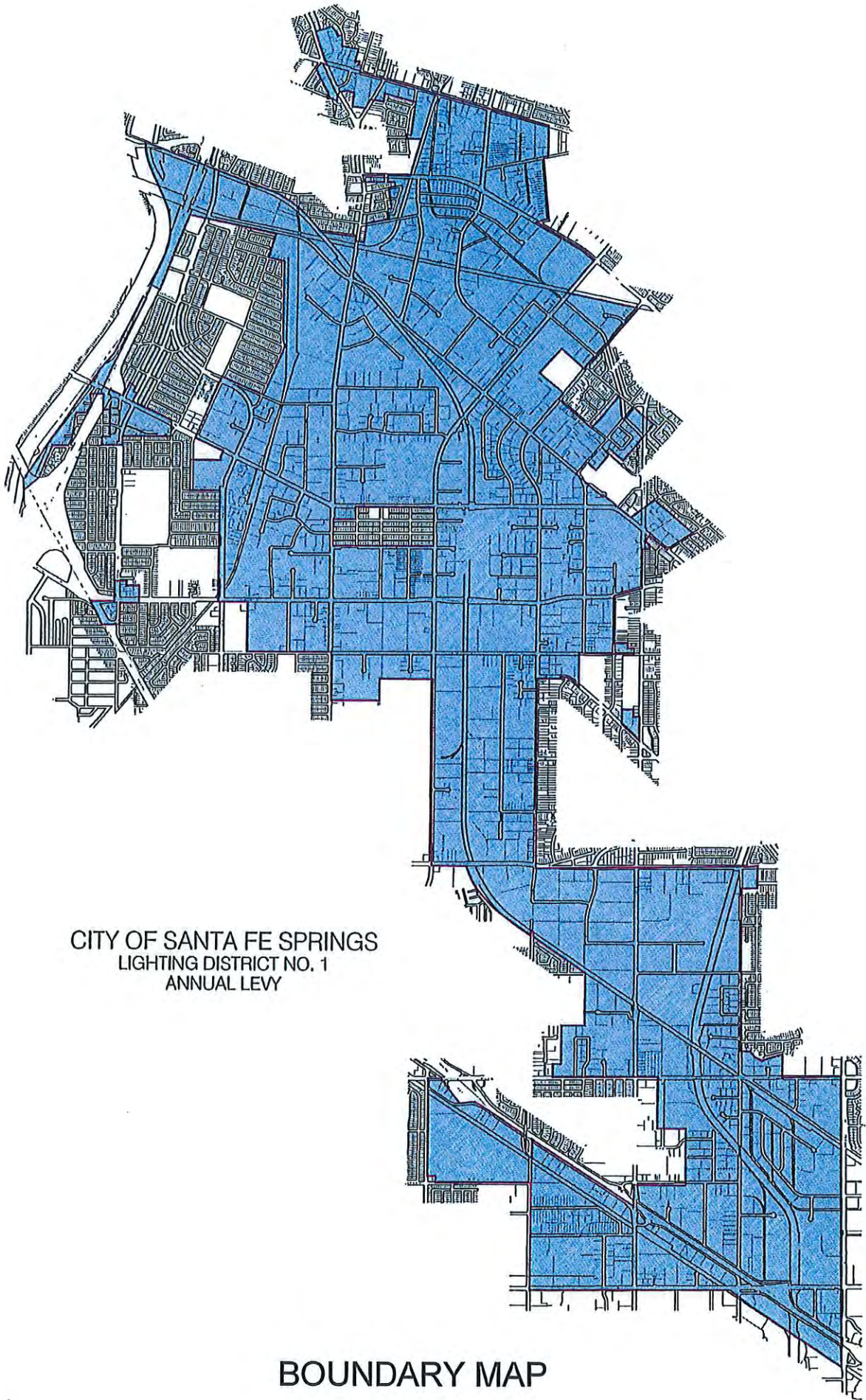
APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2018.

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

ATTEST:

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





CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1  
ANNUAL LEVY

BOUNDARY MAP



# **City of Santa Fe Springs**

**City Council Meeting**

**June 28, 2018**

## **NEW BUSINESS**

### **Los Nietos Child Care Center – Installation of Fire Alarm System**

#### **RECOMMENDATION**

That City Council appropriate funds from the Facilities Improvement Fund Account, not to exceed \$18,000.00 for the Installation of a fire alarm system at Los Nietos Child Care Center.

#### **BACKGROUND**

On February 22, 2018, the City Council approved to subcontract the City's Child Care Preschool Programs to Options for Learning. In accordance with State Licensing regulations, Options for Learning was required to undergo a facility inspection in order to become a permitted child care provider. The inspection ensured that the child care facilities met health and safety standards and received ongoing monitoring of facilities and technical assistance.

On May 29, 2018, State Licensing inspected the Los Nietos Child Care Center and found that the existing fire alarm system needs to be upgraded. They are requiring that the new alarm system include smoke alarm detectors, annunciators, strobes, modular HVAC shutdown, and a monitoring system.

City records indicate that the Los Nietos Child Care Center has been a City child care site since 1982. At that time, the facility passed an inspection which required 2 pull stations, annunciators, and an exterior alarm; smoke detection systems were not required in the 1982 Uniform Building Code or Uniform Fire Code. Since then, the City's child care program has not been required by State Licensing to upgrade the fire alarm system and has passed all facility inspections. However, due to the recent subcontracting of the child care program, a new inspection was required.

With the assistance of Public Works and Fire-Rescue Departments, staff secured three quotes from vendors for the installation of the new fire alarm system. The following cost comparison chart includes prevailing wages for the installation fees and monthly monitoring cost. Under the conditions of the lease agreement with Options for Learning and the City, Options for Learning will be responsible for the monthly monitor fees.

Cost Comparison Chart	Installation	Ongoing monitoring
JMG Security Systems	\$13,710.00	\$ 180 per month
Bay Alarm	\$15,550.00	\$279 per month
Jam Cooperation	\$24,915.00	does not monitor

Report Submitted By: Maricela Balderas/Ed Ramirez  
Department of Community Services

Date of Report: June 20, 2018

**ITEM NO. 12**





# City of Santa Fe Springs

## City Council Meeting

June 28, 2018

Staff is recommending to move forward with vendor JMG Security Systems and allocate \$13,710.00 for the installation of the required equipment. JMG Security Systems is the current security monitor for all City facilities. Staff is also requesting an additional \$4,200.00 to cover any contingency costs associated with the installation. The total cost of the fire alarm system and installation will not exceed \$18,000.00. The installation of this equipment will meet the requirements by State Licensing to conduct child care services by Options for Learning at the Los Nietos Child Care Center.

### **FISCAL IMPACT**

The cost of the new Fire Alarm System will be \$13,710.00; however, we are requesting \$18,000.00 to prepare for any inspection or contingency costs. A request is being made to appropriate the necessary funds from the Facilities Improvement Fund Account.

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  
City Manager

### **Attachment(s)**

JMG Security Systems- Addendum Proposal  
Bay Alarm - Proposal  
Jam Corporation - Proposal



**JMG SECURITY SYSTEMS, INC.**  
**Addendum**

The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated \_\_\_\_\_ between JMG Security Systems, Inc., a California Corporation (hereinafter "JMG") and \_\_\_\_\_ CITY OF SFS \_\_\_\_\_ (hereinafter "Client") at the following location:

11143 CHARLESWORTH, SANTA FE SPRINGS CA 90670

**THE CLIENT REQUESTS AND JMG AGREES TO PROVIDE THE FOLLOWING PROTECTION:**

- ☒ Which will be owned by the client upon payment of the installation fee in full, or  
☐ Which will remain the sole property of JMG and be provided for the client use for a monthly fee

**JMG TO INSTALL**

- 1 BOSCH FPD7024 FIRE ALARM CONTROL PANEL
- 1 BOSCH FIRE ALARM KEYPAD
- 1 BOSCH CELL COMMUNICATOR WITH REQUIRED CARDS
- 12 BOSCH SMOKE DETECTORS
- 6 BOSCH MANUAL PULL STATIONS
- 5 SYSTEM SENSOR HORN STROBE MODULES
- 3 SYSTEM SENSOR STROBE MODULES (BATHROOMS)
- 1 BOSCH RELAY FOR SHUT DOWN OF HVAC
- 2 MR 101 RELAY FOR SHUT DOWN OF HVAC
- 1 ENGINEERED DRAWINGS AND SUBMITTAL PACKAGE
- 1 CABLE AND CONDUIT
- 1 INSTALLATION AND EQUIPMENT
- 1 TESTS AND INSPECTIONS

CLIENT TO PROVIDE PLYWOOD BACKBOARD, 110V DEDICATED POWER, CITY PERMIT/PLAN CHECK FEES

CLIENT AGREES TO PAY \$13,710.00 IN ADDITIONAL SALES/ INSTALLATION FEE (☒ ½ DEPOSIT DUE NOW) AND  
AN ADDITIONAL \$180.00 PER MONTH IN ☒ USE/MONITORING/ ☒ PREFERRED SERVICE PLAN FEES.

**TO BE COMPLETED BY JMG**

Accepted by \_\_\_\_\_  
Date \_\_\_\_\_ TITLE \_\_\_\_\_  
Alarm Agent C PONCHAK Agent # ACE 67119

**TO BE COMPLETED BY CLIENT**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signer's Name (printed or typed)/Title \_\_\_\_\_  
Business/Residence Phone \_\_\_\_\_ Fax \_\_\_\_\_  
e-mail: \_\_\_\_\_

**JMG SECURITY SYSTEMS, INC.**  
**Addendum to Commercial Security / Fire Alarm Agreement**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated \_\_\_\_\_ between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and \_\_\_\_\_ CITY OF SFS (hereinafter "Client") at the following location: \_\_\_\_\_ 11143 CHARLESWORTH, SANTA FE SPRINGS CA 90670

**JMG TO PROVIDE:**

- ☒ LABOR FOR THE COMPLETION OF THE SYSTEM
- ☒ CABLE, MATERIALS, AS NEEDED FOR THE COMPLETION OF THE SYSTEM
- ☒ EQUIPMENT AS SPECIFIED ON THE ATTACHED SCHEDULE OF PROTECTION
- ☒ INITIAL PROGRAMMING OF THE SYSTEMS
- ☐ INITIAL TRAINING OF CLIENT AND/OR REPRESENTATIVES UPON COMPLETION OF THE SYSTEM(S). FOLLOW UP TRAINING AS NEEDED FOR 90 DAYS.
- ☒ COPIES OF ALL SYSTEM MANUALS IN ELECTRONIC FORMAT. PRINTED COPIES CAN BE PROVIDED AT THE CLIENT REQUEST FOR AN ADDITIONAL COST.
- ☐ ELECTRIFIED LOCKING HARDWARE. COSTS ESTIMATED AT \$ \_\_\_\_\_. SHOULD ACTUAL LOCKING HARDWARE COSTS BE MORE OR LESS THAN ESTIMATED, CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE. LOCKING HARDWARE TO BE INSTALLED AND SERVICED BY OTHERS.
- ☐ \_\_\_\_\_ RJ38X PHONE JACK(S)
- ☒ PROCUREMENT OF PLANS, PERMITS & COURIER SUBMITTALS (☒ FEES BY CLIENT/ ☐ FEES BY JMG)
- ☒ FIRE TESTING IN ACCORDANCE WITH NFPA ☐ RUNNER SERVICE IN ACCORDANCE WITH NFPA

**CLIENT TO PROVIDE (General):**

- ☒ TWENTY-FOUR HOUR, 110V POWER
- ☐ LOOP START PHONE LINE(S) (☐ WITH RJ38X PHONE JACK(S)).
- ☐ BURGLAR ALARM PERMITS, IF REQUIRED BY YOUR LOCAL MUNICIPALITY. THESE PERMITS ARE OFTEN REQUIRED FOR THE USE AND MONITORING OF BURGLAR ALARM SYSTEMS. FAILURE TO PROCURE A PERMIT MAY PREVENT JMG FROM MONITORING YOUR SYSTEM AND LOCAL AUTHORITIES FROM RESPONDING TO ANY SIGNALS.
- ☐ \_\_\_\_\_ NETWORK DROP(S) AND/OR \_\_\_\_\_ STATIC IP ADDRESS(ES) FOR NETWORK COMMUNICATION OF APPLICABLE DEVICES.
- ☐ LIFT OR LIFT FEES, AS NEEDED FOR COMPLETION OF THE SYSTEM. \_\_\_\_\_
- ☒ ACCESS TO WALLS, CEILING AND/OR ROOF AS NECESSARY. \_\_\_\_\_
- ☒ RELAYS OR OTHER FACILITIES REQUIRED FOR THE CONNECTION OF CLIENT-OWNED EQUIPMENT.
- ☐ ANY REPAIR, REPLACEMENTS OR ADDITIONS TO EXISTING EQUIPMENT WILL BE RENDERED ON A TIME AND MATERIAL BASIS. JMG ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, OPERATION, NON-OPERATION OR ACTUATION OF CLIENT-OWNED EQUIPMENT.
- ☐ THE CLIENT IS RESPONSIBLE FOR THE ON-GOING SUPPORT AND MAINTENANCE OF THE BASE OPERATING SYSTEM SERVER AND ALL CLIENT WORKSTATIONS. THIS INCLUDES ALL WINDOWS UPDATES AND VIRUS PROTECTION FOLLOWING MANUFACTURERS GUIDELINES.
- ☒ JMG HAS INCLUDED IN COST ESTIMATED: ☒ BLUEPRINT FEES OF \$ 1800, ☐ PLAN CHECK/PERMIT AND COURIER FEES OF \$ \_\_\_\_\_ AND/OR ☐ LIFT FEES OF \$ \_\_\_\_\_. IT IS UNDERSTOOD AND AGREED THAT SHOULD THE COST OF THE BLUEPRINTS, PLAN CHECK/PERMITS AND/OR LIFT FEES BE MORE OR LESS THAN ESTIMATED CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE



**JMG SECURITY SYSTEMS, INC.**  
**Addendum to Commercial Security / Fire Alarm Agreement**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated \_\_\_\_\_ between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and \_\_\_\_\_ CITY OF SFS \_\_\_\_\_ (hereinafter "Client") at the following location:  
11143 CHARLESWORTH, SANTA FE SPRINGS CA 90670

**CLIENT TO PROVIDE (Fire):**

- ☒ DEDICATED POWER CIRCUIT CONNECTED TO FACP IF A FIRE ALARM SYSTEM IS BEING INSTALLED.
- ☒ ROOF PENETRATIONS WITH ROOF JACKS. \_\_\_\_\_
- ☐ ENGINEERED DRAWING FEES, BLUEPRINT FEES, FIRE PERMIT/SUBMITTAL FEES AND/OR COURIER FEES NECESSARY FOR COMPLETION OF THE SYSTEM. **THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE UNLESS SPECIFICALLY INDICATED ABOVE.**
- ☐ ALL CONDUIT, PULL STRING AND BACK BOXES AS REQUIRED. \_\_\_\_\_
- ☒ DUCT SMOKE DETECTORS INCLUDING INSTALLATION & CALIBRATION.
- ☒ PLYWOOD BACKBOARD FOR JMG'S ALARM CONTROL PANEL.
- ☒ MOUNTING OF JMG PROVIDED TRANSFORMER ENCLOSURE. (FIRE ALARM ONLY)
- ☐ KNOX BOX.
- ☐ UNIVERSAL OR INDEPENDENT SHUTDOWN OF ALL HVAC UNITS AS REQUIRED BY THE AHJ/FIRE DEPARTMENT
- ☐ SWITCHES AS FOLLOWS: ☐ TAMPER SWITCHES      ☐ BUTTERFLY SWITCHES      ☐ FLOW SWITCHES  
☐ REMOTE TEST PLATE
- ☒ THE LOCATION AND DESCRIPTION OF THE FIRE PROTECTION EQUIPMENT HAS BEEN TAKEN FROM PLANS OR ESTIMATES. IT IS UNDERSTOOD AND AGREED THAT THE LOCATION, DESCRIPTION DESIGN, CABLING AND QUANTITY OF FIRE DEVICES TO BE INSTALLED MAY BE SUBJECT TO APPROVAL OF THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) AND SHOULD THE SYSTEM, WHEN FINALLY COMPLETED, CONSIST OF MORE OR LESS PROTECTION EQUIPMENT THAN SPECIFIED, THE MONTHLY SERVICE CHARGE AND THE INSTALLATION CHARGE SHALL BE INCREASED OR DECREASED, IN ACCORDANCE WITH THE PREVAILING SERVICE CHARGES FOR THE NUMBER OF UNITS ADDED OR DEDUCTED.

**CLIENT TO PROVIDE (Access & Surveillance):**

- ☐ UNINTERRUPTED POWER SUPPLY (UPS).
- ☐ ADEQUATE LIGHTING FOR CAMERAS
- ☐ CLIENT ACKNOWLEDGES THAT THE VIDEO RECORDING DEVICE(S) USED TO STORE DATA IS BASED ON STANDARD COMPUTER HARD DRIVE TECHNOLOGY AND THAT IN THE UNCOMMON EVENT OF HARD DRIVE FAILURE THE DATA MAY NOT BE ABLE TO BE EXTRACTED. REDUNDANT AND/OR ARCHIVE CAPABLE HARD DRIVE SYSTEMS ARE AVAILABLE AT ADDITIONAL COSTS.
- ☐ ELECTRIFIED LOCKING HARDWARE, APPROPRIATE POWER SUPPLY AND HARDWARE WIRING. INSTALLATION & SERVICE BY OTHERS.
- ☐ COMPATIBLE COMPUTER WITH WINDOWS SOFTWARE TO MEET MANUFACTURERS SPECIFICATIONS WITH ☐ LOCAL PRINTER AS NECESSARY.



# COMMERCIAL FIRE ALARM SYSTEM PURCHASE AND/OR SERVICES AGREEMENT



www.bayalarm.com  
800-610-1000

- ☐ 9836 Kitty Ln., Oakland, CA 94603
- ☐ 60 Berry Dr., Pacheco, CA 94553
- ☐ 510 Myrtle Ave., S San Francisco, CA 94080
- ☐ 1016 Clegg Ct., Petaluma, CA 94954
- ☐ 1290 Hammerwood Ave., Ste D, Sunnyvale, CA 94089

- ☐ 3819 Duck Creek Dr., Stockton, CA 95215
- ☐ 3475 Orange Grove Ave., N. Highlands, CA 95660
- ☐ 2335 Larkspur Ln., Ste A, Redding, CA 96002
- ☐ 2264 Goodyear Ave., Ventura, CA 93003

- ☒ 1590 S. Lewis St., Anaheim, CA 92805
- ☐ 1728 Standard Ave., Glendale, CA 91201
- ☐ 740 S. Rochester Ave., Ste D, Ontario, CA 91761
- ☐ 17111 S Broadway, Gardena, CA 90248
- ☐ 8205 Ronson Rd, Ste F San Diego, CA 92111

CSFM AUTOMATIC FIRE EXTINGUISHING CONCERN, TYPE 1 LICENSE, A-0471  
CALIFORNIA CONTRACTOR'S LICENSE NO. 880138  
ALARM OPERATOR'S ACO LIC #28

☒ New System or Takeover   ☐ New Owner   ☐ Addendum-Alteration Addition   ☐ Cancel Former Agreement-Alteration Addition

User hereby authorizes Bay Alarm Company hereinafter "Bay," or assigns to install and/or service the fire alarm system under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance at Bay's address, for an initial period of five (5) years, from date the System is operational.

User \_\_\_\_\_ City of Santa Fe Springs \_\_\_\_\_ Phone (562) 854-1067

Address 11143 Charlesworth Rd \_\_\_\_\_ City Santa Fe Springs \_\_\_\_\_ Zip 90670

Bay will install the system ("System") described below and on the attached continuation page(s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

**Fire Alarm Shop Drawings** will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

**Governmental Review:** The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

**Installation:** Local and state building and fire codes may prohibit the installation of a fire alarm system until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately 4-8 weeks and will be completed within approximately 4-8 weeks.

## SALE AND INSTALLATION PRICE; PAYMENT:

TOTAL SALE AND  
INSTALLATION PRICE: \$ 15,550.00  
(plus applicable taxes to be  
billed separately)

DEPOSIT DUE AT SIGNING: \$ -7,775.00

DUE UPON ROUGH WIRING  
COMPLETION: \$ \_\_\_\_\_

BALANCE DUE UPON EARLIER OF FINAL  
INSPECTION OR SYSTEM ONLINE: \$ 7,775.00

MONTHLY SERVICE CHARGE: \$ 279.00 Payable quarterly in advance.

## FIRE ALARM

- ☒ Monitored
- ☐ Local - Non Monitored

## FIRE TEST FREQUENCY

- ☒ NFPA 72
- ☐ Sprinkler Inspection Service  
Bay will inspect \_\_\_\_\_ risers per quarter
- ☐ Other \_\_\_\_\_

## FIRE TEST DEVICES

- ☐ Panel Only
- ☒ Panel & Fire Devices

## COMMUNICATION TYPE

- ☐ POTS (Plain Old Telephone Service)
- ☐ Internet Protocol

## WIRELESS TRANSMISSION

- ☐ Digital Communication Transmission
- ☐ GSM Communication Alarm Transmission Only
- ☒ GSM Communication Alarm Transmission
- ☐ Other \_\_\_\_\_

**FOR OFFICE USE ONLY**

**How to Get Service:** Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

USER: \_\_\_\_\_ City of Santa Fe Springs \_\_\_\_\_

ADDRESS: 11143 Charlesworth Rd \_\_\_\_\_ CITY: Santa Fe Springs \_\_\_\_\_ ZIP: 90670 \_\_\_\_\_

**SERVICES PROVIDED:**

- ☐ **Monitor Only:** Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.
- ☐ **Full Service:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
- ☐ **Time Plus Material Service:** At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

**FIRE SYSTEM**

- Smoke/Heat detectors—for area or spot detection only.
- Bay to plan check and apply for city permits. **User agrees to pay all city, permit, plan check, or drawing charges as required.**
- User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
- If POTS is used, User to provide two (2) User-controlled phone lines.
- User to provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker lugs for required power.
- If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
- If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
- User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
- Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
- Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fee is payable.
- HVAC system power/shut off is to be provided by mechanical and/or electrical contractors. Bay will monitor only.
- If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
- Any painting and/or patching is not included unless expressly stated otherwise.
- Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
- Bay shall install a fire alarm system based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

**IF SPRINKLER INSPECTION SERVICE**

- If Sprinkler Inspection Service is provided, Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, Article 4.
- Bay is not providing or will not provide design analysis of the premises sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

**IF FIRE INSPECTIONS ARE TO BE PERFORMED**

- Bay will perform fire inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.
- Depending on the type of inspection being performed, User understands and agrees it may cause a disruption in business.

**IF A NEW OWNER LABOR AGREEMENT**

- Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus material basis at Bay's then prevailing rate.

**IF A TAKEOVER/CONNECT TO USER OWNED DEVICES**

- Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

**NETWORK CONNECTIVITY AND TRANSMISSION FACILITIES**

- User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, system outages and other circumstances beyond our control.
- Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

**VoIP TELEPHONE SERVICE:** The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

**IF A UL CERTIFICATE IS ISSUED**

- User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee.
- Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty (30) days in advance by User.

**PROGRESS BILLING**

- User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

**IF AN ADDENDUM-ALTERATION ADDITION AGREEMENT**

- User understands and agrees that Bay will leave balance of system as listed per previous agreements.

**IF A CANCELS FORMER AGREEMENT**

- Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

THE SYSTEM MUST BE CONNECTED TO A (POTS) PLAIN OLD TELEPHONE SERVICE LINE AND MAY NOT WORK WITH OTHER COMMUNICATION METHODS SUCH AS CELLULAR OR VOIP SERVICES (see paragraph 10)

**CONTINUATION PAGE**

USER: \_\_\_\_\_ City of Santa Fe Springs

ADDRESS: 11143 Charlesworth Rd CITY: Santa Fe Springs ZIP: 90670

1) Bay Alarm to Remove	2) Bay Alarm to Relocate	3) Bay Alarm to Install	4) Bay Alarm to Connect	5) Leave Balance of System
------------------------	--------------------------	-------------------------	-------------------------	----------------------------

[illegible]



USER: \_\_\_\_\_

City of Santa Fe Springs

ADDRESS: 11143 Charlesworth Rd

CITY: Santa Fe Springs ZIP: 90670

**1. LIMITED WARRANTY:** (a) **WHAT IS COVERED:** For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) **HOW TO GET SERVICE:** Call 1-800-470-1000. (c) **WHAT IS NOT COVERED:** Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) **STATE LAW:** Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

**2. ADDITIONAL COSTS:** User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

**3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY:** For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things; a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department or other response agency should they be notified as a result of a signal from or at premises or notified of an audible device sounding; c) The inability to ascertain in advance what portion, if any, of any personal injury, death or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

**4. THIRD PARTY INDEMNIFICATION:** When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

**5. SUBROGATION:** So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

**6. USER DUTIES:** You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency.

**7. INSTALLATION:** User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, per-

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

PAGE 4 OF 6

USER: \_\_\_\_\_

City of Santa Fe Springs

ADDRESS: 11143 Charlesworth Rd

CITY: Santa Fe Springs ZIP: 90670

sonal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

**8. CHARGES, TAXES, RATE INCREASES:** All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

**9. ASSIGNEES/SUBCONTRACTORS OF BAY:** Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

**10. MONITORING SERVICE:** When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. To avoid false alarms, Bay may call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adapted by the governmental authorities having jurisdiction over the System. If such authorities, now or in the future, require physical or visual verification or multi-telephone verification (e.g. two-call verification or ECV) of any emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the current monthly fee. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's plain old telephone service to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

**11. EXCESSIVE ALARMS:** In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

**12. DISCONNECT POLICY:** User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

**13. CONTROL COMMUNICATOR:** The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

**14. RENEWAL; ENTIRE AGREEMENT:** This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date. It is understood and agreed by and between the parties hereto, that if there is any conflict between

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superceded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

**15. GOVERNING LAW:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

**16. LEGAL WAIVERS; JUDICIAL REFERENCE:** Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

**17. IMAGING:** User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

**18. DEFAULT BY USER; EXPIRATION; TERMINATION:** If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

**19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.**

Please Read Entire Agreement

**BAY ALARM:**

KEITH KELSAW  
SALES REPRESENTATIVE

105283  
AGENT #

APPROVED (Office Use Only)

DATE

USER SIGN, DATE & PRINT NAME HERE

DATE    /    /  
         M   D   YEAR

↓ USER UNDERSTANDS AND AGREES BY SIGNING BELOW, USER IS BOUND TO ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT #1-#6.

AUTHORIZED SIGNATURE

TITLE

SIGNER'S NAME (PRINTED OR TYPED)

☐ CORP ☐ LLC ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ OTHER \_\_\_\_\_

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.



## Proposal

DATE : 6/13/18  
 ATTN : Todd Heggstrom  
 CLIENT : City of Santa Fe Springs  
 ADDRESS : 12636 Emmens Way, Santa Fe Springs, CA 90670  
 PHONE : (562) 868-0511 x3625 Cell (562) 254-1067  
 FAX :  
 EMAIL : toddheggstrom@santafesprings.org

PROJECT NAME/LOCATION: Los Nietos Park Child Care, 11143 Charlesworth Rd., Santa Fe Springs, CA90670

SCOPE OF WORK: Provide Design/Build Fire Alarm System for the Child Care Center. Power 120 VAC to be provided by the City of Santa Fe Springs. All permit fees are excluded. All Voice EVAC Systems are excluded.

QTY	UNIT	EQUIP/MATERIAL DESCRIPTION
1		Gamewell/FCI Fire Alarm Panel S3
1		LCD Annunciator
5		Manual Pull Stations
13		Smoke Detectors
2		Heat Detectors
2		Control Modules for HVAC Shutdown
1		Exterior Horn

QTY	UNIT	EQUIP/MATERIAL DESCRIPTION
5		Horn/Strobes
3		Strobes
1	Lot	Conduit, Wiremold & Boxes
1	Lot	Engineered Plans
1	Lot	Installation & Programming
1	Lot	Testing with the AHJ

**PRICE FOR ABOVE: \$24,915.00 (Price includes tax & shipping)**

Price Valid for 30 Days

ADDENDUM ACKNOWLEDGED AS PART OF THIS QUOTE: None  
 BASED ON: Design/Build

### CONDITIONS, CLARIFICATIONS and EXCLUSIONS:

- All pathways, conduits, conduit accessories, supports, anchors, boxes, terminal cabinets, inner-duct, j-hooks and other similar and/or related material is excluded and is to be provided by others unless specifically stated otherwise in this quote's Scope of Work.
- Installation of subcontractor-provided back boxes for panels, equipment and/or devices is excluded and the installation work is to be performed by others unless specifically stated otherwise in this quote's Scope of Work.
- Additional devices or equipment not included or shown as part of this quote that may be required by code or that the Authority Having Jurisdiction may require will be an additive change to the quoted price.
- Work shall not be performed until a fully executed contract, purchase order or signed copy of this quotation has been received by our home office.
- On projects that require plan check and/or submittals, no work shall be performed until all submitted items have been approved and received by our home office. Liability for any work requested to be performed prior to receipt of approved submittals shall be the sole responsibility of the owner/company requesting said work.
- To insure against manufacturer price increases, and to avoid backorders, JAM Corporation reserves the right to purchase all the required equipment and/or material within 30 days of contract and submittal approval and to invoice the owner/contractor upon receipt of the equipment or material.
- Invoicing shall be monthly, based on progress of labor, equipment and material. JAM Corporation reserves the right to stop work when any invoice exceeds 30 days past due.
- Labor rates are based on project specific requirements. Union labor is specifically excluded from this proposal. Prevailing wage is included unless noted otherwise.
- The owner/contractor shall not retain any amount that exceeds the value of any disputed item including its labor.
- JAM Corporation will submit an invoice for retention upon completion of our scope of work.



11. Final inspection during normal working hours\*\* is included. If JAM Corporation is required to return for additional inspections or related consultations due to causes or issues beyond our control add \$800 dollars per meeting and/or site visit.
12. JAM Corporation does not accept responsibility for discounts in payments, back charges, or other adjustments, without receipt of written notification to JAM Corporation of specific problems and/or conditions. Should adjustments be found to be appropriate, correct and agreed upon, JAM Corporation will provide written authorization to proceed.
13. Two telephone lines with RJ11C jacks are required for monitoring this system and are excluded. Central station monitoring is not provided as part of this quote. Owner may sign a separate monthly monitoring agreement.
14. CAD files will be required before shop drawings can be started. CAD files are to be provided to JAM Corporation at no cost. Allow up to 10 working days, after receipt of CAD files, for the design work to begin. Allow another 10 working days for the completion of system design and a minimum of 2 weeks for plan check review.
15. High-lifts or scaffolding, as required for access above 12 feet, shall be provided by the Contractor. Two lifts at a minimum to will be provided to JAM Corporation and additional lifts to be provided as job pace or demands require.
16. Failure to follow JAM Corporation plans may result in additional labor to investigate and correct electrician's work in order to meet JAM Corporation plans at \$135.00 per hour plus travel time. JAM Corporation will not be held liable or responsible for delays in meeting final inspection dates if JAM Corporation plans are not accurately followed.
17. Electrical contractor to call for rough wire inspection after JAM Corporation has completed wire rough in. Finish devices or equipment shall not be hung until electrical contractor has received rough wire inspection and completed (and have signed off) any required corrections. Any finish devices or equipment asked to be hung prior to rough wire inspection shall be at the electrical contractor's responsibility.
18. Allow three working days from notification for inspectors to be on site.
19. All software programming of systems to remain the property of JAM Corporation.
20. All wiring of 120vac and greater is excluded and to be by electrical contractor or others unless stated otherwise in the Scope of Work.
21. Inverter is excluded from this proposal unless stated otherwise in the Scope of Work.
22. Mounting and 120vac emergency circuit to cabinets and/or back boxes provided by JAM Corporation to be by electrical contractor or others.
23. Mounting and weatherproofing of duct smoke detectors to duct work, and air velocity testing, to be by the mechanical contractor. All damper/fan shut down wiring to be by electrical contractor.
24. All access panels to service any fire alarm equipment or junction boxes is to be provided by others unless noted otherwise in the Scope of Work.
25. All conduit runs outside of building to have ¼" nylon pull ropes installed by electrical contractor.
26. A one-year warranty is provided as part of this quote and any pending agreement. Additional warranties must be negotiated with JAM Corporation.
27. Patching, painting, replacing ceiling tiles, repair of wallcoverings and other similar-type finish work is to be by others and is excluded from this quote.
28. All work areas to be free of asbestos and other environmental hazards. Working in hazardous environments is expressly excluded.
29. Parking to be provided on site and at no charge to JAM Corporation.
30. All bond costs are excluded.
31. Fire watch and all fire watch fees are excluded.
32. If there is an owner controlled insurance program (OCIP) for this project the reduced costs have already been considered and included in the proposal price. Under no circumstance will a credit, refund, reimbursement, etc. be issued against any subsequent agreement or contract that is created from or based on this proposal for insurances of any kind that is provided by the owner, contractor, their agents or representatives.
33. Taxes and standard shipping costs are included as part of the quoted price. Express shipping will be an additional fee.
34. Any additional labor and travel time required at \$135.00 per hour.
35. All work to be performed during normal working hours, 07:00 AM to 03:30 PM\*\*.
36. All wire from relay(s) provided for elevator recall and elevator shunt trip is to be provided by the electrical contractor or others.
37. All access doors and wire guards in elevator shaft for smoke and heat detectors by the general contractor or others.
38. It is assumed a 2-hour rated enclosure shaft or room will be provided. If 2-hour rated fire alarm cable is required there will be an add to this quote.

**This proposal is to be incorporated into any subsequent agreement. If the proposal cannot be included in the agreement it is to be signed and returned *in addition to* any separate subcontract agreement or purchase order.**

**This proposal is to be signed by the owner of the company, or the president or secretary of the corporation, and the said owner or officer signing this agreement, and/or providing a purchase order for the same, do jointly and severally acknowledge that the scope of work, equipment, material, price, conditions, clarifications and exclusions have been read and understood, and that the undersigned has the authorization to legally bind the referenced company to said scope of work, equipment, material, price, conditions, clarifications and exclusions.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

(PRINT LEGIBLY)



# ***City of Santa Fe Springs***

## ***City Council Meeting***

***June 28, 2018***

### **NEW BUSINESS**

Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2018-2019.

### **RECOMMENDATION**

That the City Council approve, and Mayor execute, the In-kind Services Agreement for Southeast Area Social Services Funding Authority (SASSFA) for FY 2018-2019.

### **BACKGROUND**

The City of Santa Fe Springs has been providing a congregate and home-delivered meal program to its senior citizen population since the late 1970's. The congregate meal program is funded in part by a grant from the Los Angeles County Area Agency on Aging (AAA) acquired by the Southeast Social Services Funding Authority (SASSFA) in Santa Fe Springs. The meal program also obtains some funding through participant donations and the City. The meal program provides daily nutritious meals at the Gus Velasco Neighborhood Center (GVNC) for older adults, and also prepares meals which are delivered to homebound frail, elderly, and disabled residents in the community.

An In-Kind Services Agreement between SASSFA and the City of Santa Fe Springs was approved in the late 1970's and has been renewed annually. The In-Kind Services Agreement allows SASSFA to utilize City space for the preparation and serving of congregate meals for seniors in the community. Currently, SASSFA operates on a daily basis and the Gus Velasco Neighborhood Center. They prepare daily meals for the seniors at the GVNC as well as the homebound seniors in the City. The In-Kind Services Agreement serves as certification for SASSFA during their auditing period and fulfills their required documentation during the Los Angeles County AAA grant cycle.

The In-Kind Services Agreement between SASSFA and the City of Santa Fe Springs has been renewed annually and has been previously signed and executed by Maricela Balderas, Director of Community Services. However, due to recent City policy changes, this agreement is now being presented to City Council for approval and for the Mayor's signature.

The term of the agreement is July 1, 2018 through June 30, 2019 and is categorized by type of service - facility, office space, utilities, equipment and custodial services, which are all provided regularly at the GVNC. The services are broken down by monthly rates, with an estimated usage space of 3,100 sq. ft., totaling an estimated value of \$34,734.00.

Report Submitted By: Maricela Balderas/Ed Ramirez  
Department of Community Services

Date of Report: June 20, 2018

**ITEM NO. 13**





# ***City of Santa Fe Springs***

***City Council Meeting***

***June 28, 2018***

## **LEGAL REVIEW**

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

## **FISCAL IMPACT**

The In-Kind Services Agreement has no direct fiscal impact to the general fund. The agreement allows for additional resources benefiting community residents.

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

  
Raymond R. Cruz  
City Manager

## **Attachment(s)**

SASSFA In-Kind Services Agreement "A" for Fiscal Year 2018-2019

SASSFA In-Kind Services Agreement – Data for Congregate Meals Served for  
FY 2017-2018



## Senior Services

10400 Pioneer Blvd., Suite 9, Santa Fe Springs, CA 90670 Phone: 562-699-3231 Fax: 562-699-5688

June 11, 2018

Ms. Maricela Balderas  
Director of Community Services  
City of Santa Fe Springs  
9255 S. Pioneer Blvd.  
Santa Fe Springs, CA 90670

Dear Ms. Balderas:

Attached please find the signed In-Kind Services Agreements for fiscal year 2018– 2019 for your records.

The City's support of our programs is greatly appreciated. Please feel free to call me at (562) 699-3231 ext. 240 or e-mail at [vcervantes@sassfa.org](mailto:vcervantes@sassfa.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vilma", is written over a horizontal line.

Vilma Cervantes  
Project Program Manager Assistant

# IN-KIND SERVICES AGREEMENT "A"

(Between the Applicant Agency and a Second Party)

Effective July 1, 2018 through June 30, 2019

City of Santa Fe Springs agrees to provide  
(In-Kind Agency)

SASSFA with the following  
(Applicant Agency)

in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	SQ/FOOTAGE (OR TIME/MO)	TOTAL ANNUAL \$ VALUE
Senior Services that include: Congregate & Home Delivered Meals, Caregiver Support, Home Based Care Services	Facility	\$859	3,000	\$10,308
	Office Space	\$156	100	\$1,872
	Utilities	\$516		\$6,192
	Equipment	\$724.50		\$8,694
	Custodial	\$639		\$7,668
TOTAL				\$34,734

## AGREEMENT SUMMARY:

The City of Santa Fe Springs agrees to provide SASSFA with space at the Gus Velasco Neighborhood Center to provide elderly nutrition by means of congregare and home delivered meals.

In-Kind  
Agency: City of Santa Fe  
Springs  
Name \_\_\_\_\_  
/Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Applicant  
Agency: SASSFA  
Name \_\_\_\_\_  
/Title: Kirk Kain, Executive Director  
Date: July 1, 2018  
Signature: Kirk Kain







# **City of Santa Fe Springs**

## **City Council Meeting**

**June 28, 2018**

### **NEW BUSINESS**

Approval of Agreement between the City of Santa Fe Springs and Covered California Program.

### **RECOMMENDATION**

That City Council approve, and Mayor execute, the Covered California Standard Agreement through June 30, 2023.

### **BACKGROUND**

A Standard Agreement between the State Agency "Covered California" and the City of Santa Fe Springs was originally approved on November 14, 2013. The purpose of the Standard Agreement was to secure the services of a Certified Application Entity (i.e. the City) to facilitate the enrollment of consumers into Qualified Health Plans offered by the Exchange as well as other insurance affordability programs. The executed Standard Agreement allowed the City to retain Certified Application Counselors to provide consumers with enrollment assistance.

The Standard Agreement was originally signed and executed by Maricela Balderas, Director of Community Services; however, due to recent City policy changes, the agreement is being presented to City Council for approval and for the Mayor's signature.

The executed 2018 Standard Agreement will allow the City to continue to serve as a Certified Application Entity. Certified Application Counselors at the Gus Velasco Neighborhood Center have provided health enrollment services since 2013. They have been responsible for obtaining and providing up to date, unbiased, information about qualified health plans offered by Covered California. The City's Human Services Case Workers and Social Services Student Interns have been trained and certified by the State of California and currently serve as Certified Application Counselors.

The term of the agreement is an extension of the existing agreement of five (5) years terminating in June 30, 2023. The agreement outlines the contractor's requirements to secure a high standard of service provision and protections for consumers. Requirements include but are not limited to entity/counselor conduct in accordance with State and Federal regulations, maintaining up to date knowledge about health insurance options, referrals and information to address consumer issues, accessing confidential information, personal identifying information, and disclosing potential conflicts of interests both at the entity, as well as the counselor level.



# ***City of Santa Fe Springs***

***City Council Meeting***

***June 28, 2018***

## **LEGAL REVIEW**

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

## **FISCAL IMPACT**

This is a non-monetary agreement and has no fiscal impact to the general fund. The agreement allows for additional resources benefiting the community residents.

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

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

## **Attachment**

2018 Covered California Standard Agreement



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**18-CAE-**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Covered California

CONTRACTOR'S NAME

City of Santa Fe Springs

2. The term of this

Agreement is:

through June 30, 2023

3. The maximum amount

of this Agreement is: Non-Monetary

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	11 Pages
Exhibit A, Attachment I - Disclosures	3 Pages
Exhibit B – General Terms and Conditions	13 Pages
Exhibit C – Privacy Addendum	13 Pages
Exhibit D – Marketing and Branding Guidelines	6 Pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Santa Fe Springs

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jay Sarno

Authorized Contact

ADDRESS

9255 Pioneer Blvd, Santa Fe Springs, CA, 90670

**STATE OF CALIFORNIA**

AGENCY NAME

Covered California

BY (Authorized Signature)



DATE SIGNED (Do not type)

5.29.18

PRINTED NAME AND TITLE OF PERSON SIGNING

LaVonne Coen, Deputy Chief Operations Officer

ADDRESS

1601 Exposition Blvd, Sacramento, CA 95815

California Department of General  
 Services Use Only

☒ Exempt per:  
 Government Code  
 Section 100505

**Exhibit A  
(Standard Agreement)**

**SCOPE OF WORK****A. Purpose**

The mission of the Covered California is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.

The purpose of this agreement is to secure the services of a Certified Application Entity (hereinafter referred to as "Contractor") to facilitate the enrollment of Consumers into Qualified Health Plans offered by the Exchange as well as other insurance affordability programs. Contractor will retain Certified Application Counselors to provide consumers with enrollment assistance.

**B. Background Clearance**

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining clearance for each said employee.

**C. Contract Amendment**

Covered California may, at its sole discretion, extend the term of the contract for up to five years.

**D. General Scope or Tasks**

1. Contractor and all affiliated Certified Application Counselors shall perform all applicable requirements as set forth in in the California Code of Regulations, Title 10, Chapter 12, Article 11 (10 CCR § 6850, et al.) and 45 C.F.R. § 155.225.

**Exhibit A**  
**(Standard Agreement)**

2. Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and state law or guidance, all staff, including employees, contract or sub-contract personnel, vendors or volunteers, who perform services under this agreement, must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section 6456.
3. Contractor shall disclose all conflicts of interest as required by 10 CCR § 6866 and will comply with all conflict of interest standards as set forth therein.
4. Contractor certifies that it has a written plan to remain free of conflicts of interest while carrying out consumer assistance functions under this Agreement. This plan shall be made available upon request to Covered California.
5. Contractor certifies that it will establish procedures to withdraw certification from any Certified Application Counselors who fail to comply with contractual requirements or any applicable laws and regulations.
6. Contractor will maintain a registration process and method to track the performance of its Certified Application Counselors.
7. Contractor shall ensure that its Certified Application Counselors take recertification training on an annual basis as directed by Covered California.
8. Contractor may authorize an individual to perform the duties of a Certified Application Counselor only if the individual:
  - a. Completes Covered California's certification training on all subjects as outlined in 10 CCR § 6860. Those subjects include, but are not limited to:
    - i. Qualified Health Plans (including the metal levels described at 45 C.F.R. § 156.140(b)), and how they operate, including benefits covered, payment processes, rights and processes for appeals and grievances, and contacting individual plans;



**Exhibit A  
(Standard Agreement)**

- ii. The full range of insurance affordability programs, including Medicaid, the Children's Health Insurance Program, and other public programs;
- iii. The tax implications of enrollment decisions;
- iv. Eligibility requirements for premium tax credits and cost-sharing reductions, and the impacts of premium tax credits on the cost of premiums;
- v. Contact information for appropriate federal, state, and local agencies for consumers seeking additional information about specific coverage options not offered through Covered California;
- vi. Basic concepts about health insurance and Covered California; the benefits of having health insurance and enrolling through Covered California; and the individual responsibility to have health insurance;
- vii. Eligibility and enrollment rules and procedures, including how to appeal an eligibility determination;
- viii. Providing culturally and linguistically appropriate services;
- ix. Ensuring accessibility for people with any disability;
- x. Understanding differences among health plans;
- xi. Privacy and security standards applicable under 45 C.F.R. § 155.260 for handling and safeguarding consumers' personally identifiable information;
- xii. Working effectively with individuals with limited English proficiency, people with disabilities, people of any gender identity, people of any sexual orientation, and vulnerable, rural, and underserved populations;
- xiii. Customer service standards;
- xiv. Outreach and education methods and strategies;

**Exhibit A**  
**(Standard Agreement)**

- xv. Applicable administrative rules, processes, and systems related to Covered California and its Qualified Health Plans (QHP); and
  - xvi. Procedures for assisting consumers with voter registration in compliance with 10 CCR § 6462.
- b. Discloses to Contractor (or to Covered California, if applicable) any relationships with Covered California's health issuers, insurance affordability programs, and potential conflicts of interest as set forth in 10 CCR § 6866.
- c. Complies with the Covered California's privacy and security standards adopted consistent with 45 C.F.R. §155.260 and set forth in **Exhibit C**.
- d. Agrees to act in the best interest of all consumers who receive assistance;
- e. Either directly or through an appropriate referral to a Navigator or non-Navigator assistance personnel authorized under 45 C.F.R. §155.205(d) and (e) or §155.210, or to the Covered California call center authorized under §155.205(a), provides information in a manner that is accessible to individuals with disabilities, as defined by the Americans with Disabilities Act, as amended, 42 U.S.C. 12101 et seq. and section 504 of the Rehabilitation Act, as amended, 29 U.S.C. 794;
- f. Enters into an agreement provided by Covered California or Contractor that outlines—at a minimum—roles and responsibilities; conflict of interest standards; training requirements; and privacy/security requirements.
- g. Is recertified, on at least an annual basis, after successfully completing recertification training as required by Covered California.
7. Contractor shall ensure that its Certified Application Counselors perform the following functions:
- a. Provide information to consumers about the full range of QHP options and insurance affordability programs for which they are eligible, which includes providing fair, impartial, and accurate information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping

**Exhibit A  
(Standard Agreement)**

consumers make informed decisions during the health coverage selection process;

- b. Assist consumers in applying for coverage in a QHP through Covered California and other insurance affordability programs;
- c. Facilitate enrollment of eligible consumers into QHPs and insurance affordability programs;
- d. Ensure that voter registration assistance is available in compliance with 10 CCR § 6462;
- e. Comply with any applicable federal or state laws and regulations;
- f. Provide referrals to any applicable office of health insurance Consumer Assistance or health insurance ombudsman established under Section 2793 of the Public Health Service Act, 42 U.S.C. § 300gg-93, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- g. Provide referrals to licensed tax advisers, tax preparers, or other resources for assistance with tax preparation and tax advice related to consumer questions about Covered California's application and enrollment process, exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, and premium tax credit reconciliations;
- h. Inform the consumer that the Certified Application Counselor cannot choose a health insurance plan on the consumer's behalf;
- i. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with the standards set forth in this Agreement and in 45 C.F.R. § 155.260;
- j. Inform the consumer that if the Certified Application Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Application Counselor or the Covered California Call Center;
- k. Inform the consumer that the Certified Application Counselor will not charge a fee in exchange for performing the duties described in this section;



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- l. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Application Counselor may not be able to offer assistance;
  - m. Inform the consumer that the Certified Application Counselor cannot choose a health insurance plan on the consumer's behalf;
  - n. Inform the consumer that the Certified Application Counselor will provide the consumer with information regarding the health insurance options and insurance affordability programs for which he or she may be eligible;
  - o. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Application Counselor may not be able to offer assistance; and
  - p. Wear a badge issued by Covered California at all times when performing duties.
- 8. Prior to receiving access to any consumer's personally identifiable information, Contractor and its Certified Application Counselors shall:
  - a. Inform the consumer that the Certified Application Counselor must obtain his or her authorization prior to accessing any personally identifiable information;
  - b. Inform each consumer of the roles and responsibilities of the Certified Application Counselor as set forth in this section;
  - c. Inform each consumer that Certified Application Counselors are not acting as tax advisers or attorneys when providing assistance as Certified Application Counselors and cannot provide tax or legal advice within their capacity as Certified Application Counselors;
  - d. Obtain oral or written authorization from the consumer to access the consumer's personally identifiable information;
    - i. Written authorization shall contain a consumer's signature and a written attestation completed by the Certified Application Counselor affirming under penalty of perjury that the Certified Application Counselor:

**Exhibit A  
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1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
  2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
  3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- ii. Oral authorization shall be accompanied by a written attestation completed by the Certified Application Counselor affirming under penalty of perjury that the Certified Application Counselor:
1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
  2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
  3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- e. Inform the consumer that his or her authorization may be revoked at any time; and
- f. Maintain a record of the consumer's authorization for a minimum of ten (10) years.
9. Contractor and its Certified Application Counselors must not:
- a. Impose any charge on applicants or enrollees for application or other assistance related to Covered California;
  - b. Be a QHP;
  - c. Receive any consideration directly or indirectly from any health insurance issuer or issuer of stop-loss insurance in connection with the enrollment of any individuals in a QHP or a non-QHP.
  - d. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third

**Exhibit A**  
**(Standard Agreement)**

party, to any applicant or potential enrollee as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter. The nominal value is equal to or less than \$15. Gifts of nominal value may not include beer, wine, liquor, cigarettes, tobacco, or lottery tickets. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in an effort to receive application assistance, such as, but not limited to, travel or postage expenses;

- e. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the Certified Application Counselor or designated organization and other applicable State and Federal laws are otherwise complied with. Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer;
- f. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the Certified Application Counselor or designated organization has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
- g. Mail the paper application for the consumer;
- h. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility criteria;
- i. Coach or recommend one plan or provider over another;



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- j. Accept any premium payments from the consumer;
  - k. Input any premium payment information on behalf of the consumer;
  - l. Pay any part of the premium or provide any form of consideration to the consumer on behalf of the consumer;
  - m. Intentionally create multiple applications from the same household;  
or
  - n. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value to separate from employer-based group health coverage.
10. Certified Application Counselors shall include the following in a consumer's application to Covered California:
- a. Name and certification number of the Certified Application Counselor;
  - b. Name of the Certified Application Entity and the Certified Application Entity Number; and
  - c. Signature and date of signature by the Certified Application Counselor.
11. To ensure that information provided as part of any consumer assistance is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency as required by 45 C.F.R. §§ 155.205(c)(2) and 155.225, Contractor and its Certified Application Counselors shall:
- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;

**Exhibit A  
(Standard Agreement)**

- b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
  - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary to ensure meaningful access. Use of a consumer's family or friends as oral interpreters can satisfy the requirement to provide linguistically appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
  - d. Provide oral and written notice to consumers with limited English proficiency informing them of their right to receive language assistance services and how to obtain them;
  - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
  - f. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
12. To ensure that Consumer Assistance is accessible to people with disabilities, Contractor and its Certified Application Counselors shall:
- a. Ensure that any consumer education materials, web sites, or other tools utilized for Consumer Assistance purposes are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;
  - b. Provide auxiliary aids and services for individuals with disabilities, at no cost, where necessary for effective communication. Use of a consumer's family or friends as interpreters can satisfy the requirement to provide auxiliary aids and services only when requested by the consumer as the preferred alternative to an offer of other auxiliary aids and services;
  - c. Provide assistance to consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;

**Exhibit A**  
**(Standard Agreement)**

- d. Ensure that legally authorized representatives are permitted to assist an individual with a disability to make informed decisions; and
  - e. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and support programs when appropriate.
13. To ensure that no consumer is discriminated against, Contractor and its Certified Application Counselors shall provide the same level of service to all individuals regardless of age, disability, culture, sexual orientation, or gender identity, and seek advice or experts when needed.
14. Contractor shall require its Certified Application Counselors to report to Covered California any subsequent arrests for which they have been released on bail or personal recognizance and criminal convictions, in accordance with 10 CCR § 6456(c), and administrative actions taken by any other agency, within 30 calendar days of the date of the arrest or final administrative action order.

**C. Project Representatives**

The representatives for this project, during the term of this Agreement, shall be:

<b>Covered California Representative:</b>	<b>Contractor Representative:</b>
Hayley Figeroid Covered California 1601 Exposition Blvd. Sacramento, CA 95815 (916) 228-8472 T Hayley.Figeroid@covered.ca.gov	Jay Sarno City of Santa Fe Springs 9255 Pioneer Blvd Santa Fe Springs, CA 90670 (562) 692-0261 edmundramirez@santafesprings.org



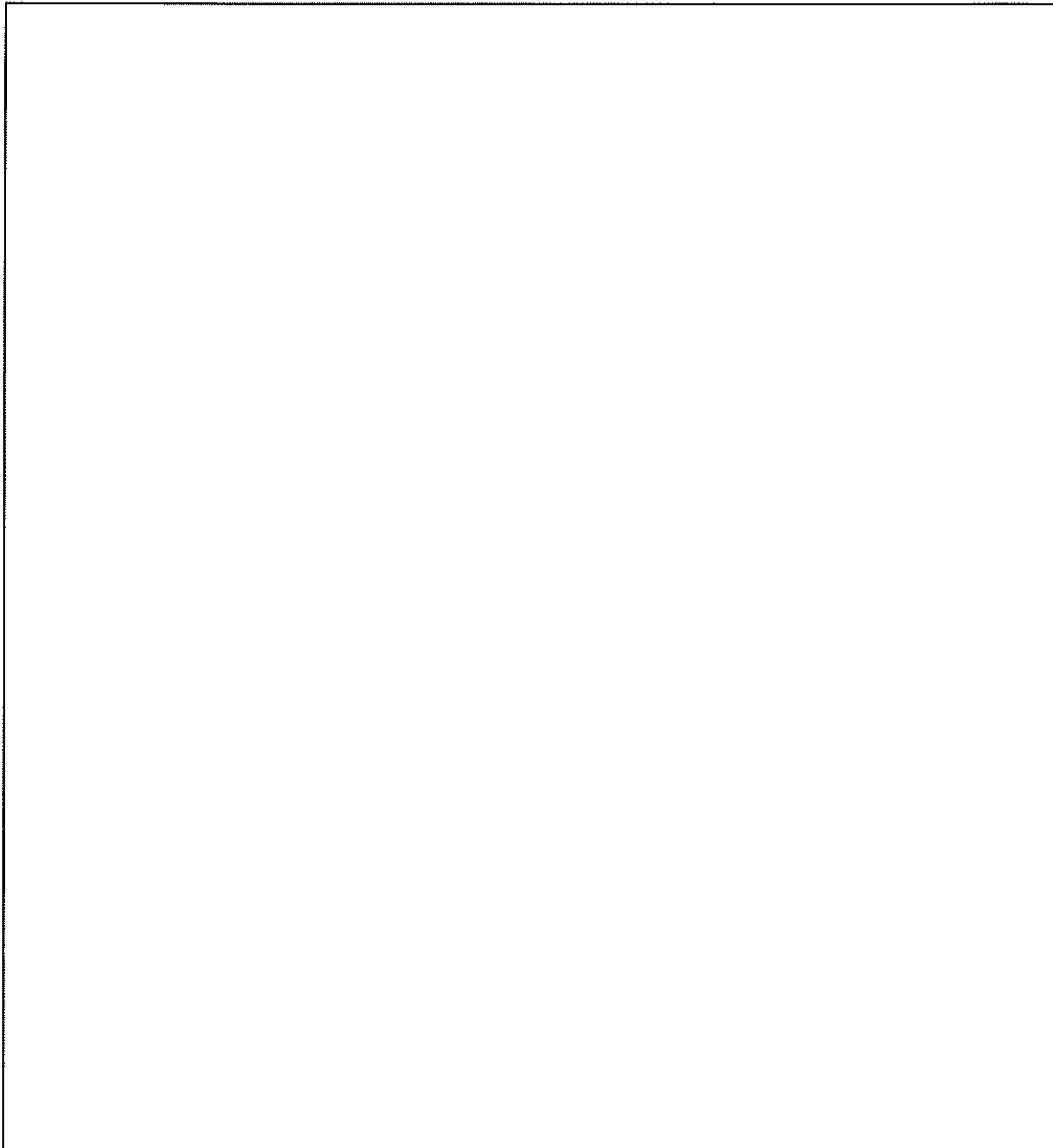
**Exhibit A**  
**Attachment 1**

**Compliance with Conflict of Interest Standards California Code of Regulations,  
Title 10 Investment, Section 6866**

1. Disclose any lines of insurance business not covered by the restrictions on participation and prohibitions on conduct in Section D of Exhibit A, which the entity or individual intends to sell while carrying out consumer assistance functions. If there is nothing to disclose, state that there is nothing to disclose.

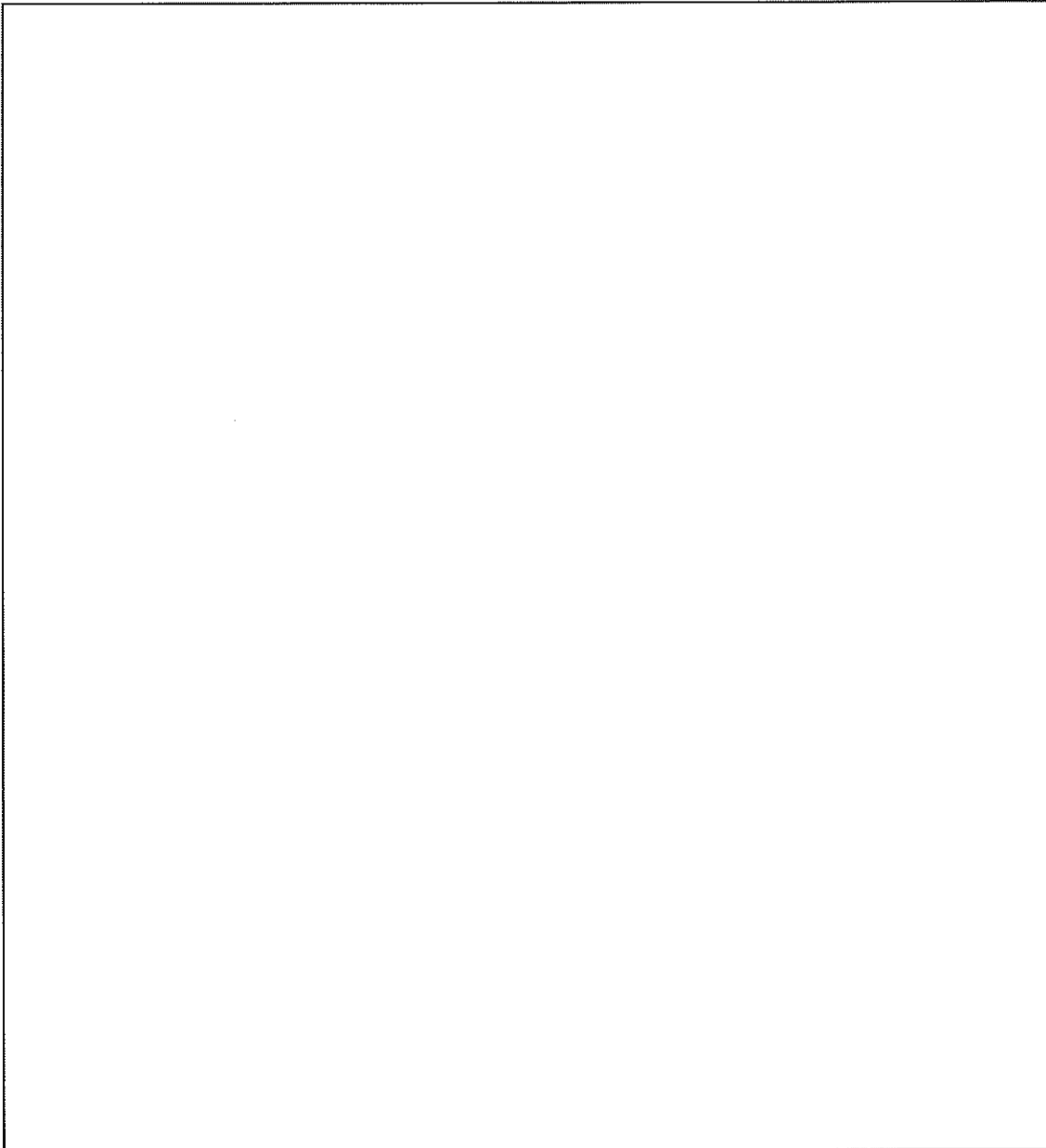
(Attach additional sheets as needed)

2. Disclose any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing employment relationships between a spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance. If you do not have anything to disclose you must state that below.

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(Attach additional sheets as needed)

3. Disclose any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance. If you do not have anything to disclose you must state that below.

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(Attach additional sheets as needed)



**EXHIBIT B**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

**A. APPROVAL**

This Agreement is of no force or effect until signed by both parties.

**B. ASSIGNMENT**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of Covered California in the form of a formal written amendment.

**C. AMENDMENT**

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

**D. AUDIT**

Contractor agrees that the awarding department ("Covered California") and the Bureau of State Audits, Health and Human Services, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of ten years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of Covered California to audit records and interview staff in any subcontract related to performance of this Agreement (45 C.F.R. sec. 155.1210, Gov. Code sec. 8546.7, Pub. Contract Code sec. 10115 et seq., Cal. Code Regs, Title 2, sec. 1896).

**E. INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless Covered California, its officers, trustees, agents and employees from any and all claims, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:

**EXHIBIT B**  
**(Standard Agreement)**

1. Arise out of or are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations, implied or express, contained in this Agreement, or
2. Are caused by or result from, or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
3. Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or
4. Arise out of or are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the subject inventions, prior inventions or other inventions provided in any way by Contractor and used, reproduced or otherwise exploited by Covered California in connection with any of the Agreement programs or any turnover thereof; or
5. Arise out of or are due to, or are alleged to arise out of or be due to, any violation of applicable security or privacy laws, or any other applicable laws, by Contractor or any subcontractor or agent under Contractor's control.

If and to the extent that the Contractor has knowledge of a claim that it believes may develop into an action that would be subject to this Agreement, the Contractor shall promptly notify Covered California of the claim.

**Right to Tender or Undertake Defense.** If Covered California is named a party in any judicial, administrative, or other proceeding arising out of or in connection with a breach of this Agreement or a matter for which the Contractor is obligated to indemnify Covered California under this Agreement, then Covered California will have the option at any time to either (i) tender its defense to Contractor, in which case Contractor will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered California's interests at Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Contractor will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If Covered California elects option (ii), above, the Contractor shall be afforded a

**EXHIBIT B**  
**(Standard Agreement)**

reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense. However, Covered California shall have sole control of the defense.

**Right to Control Resolution.** Notwithstanding that Covered California may have tendered its defense to the Contractor, neither party shall settle, compromise or resolve any claims, causes of action, liabilities or damages against Covered California without the consent of the other party, which consent shall not be unreasonably withheld. Any such resolution will not relieve the Contractor of its obligation to indemnify Covered California.

**F. DISPUTES**

Disputes shall be administered in accordance with the procedures outlined in this section. During any dispute, Contractor will continue with the responsibilities under this Agreement, unless directed otherwise by Covered California in writing. Contractor cannot dispute Covered California's decision to terminate this Agreement without cause.

Disputes must follow the following procedures:

1. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute cannot be resolved informally, Contractor shall submit a written dispute notice to Covered California's Project Representative within 15 calendar days after the date of the action causing the dispute or following the failure of informal resolution. The written dispute notice shall contain the following information:
  - a. The decision or issue or actions under dispute;
  - b. The reason(s) Contractor believes the decision or position taken by Covered California is in error (if applicable, reference pertinent contract provisions);
  - c. Identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. The dollar amount in dispute, if applicable.
2. Within 15 calendar days after receipt of the dispute notice, Covered California Project Representative shall issue a written decision regarding the dispute. The written decision shall respond to all relevant points in the dispute notice and include the following information:



**EXHIBIT B**  
**(Standard Agreement)**

- a. A description of the dispute;
  - b. A reference to pertinent contract provisions, if applicable;
  - c. A statement of the factual areas of agreement or disagreement; and
  - d. A statement of the representative's decision with supporting rationale.
3. If the Contractor is not satisfied with the decision of Covered California Project Representative, the Contractor may, within 15 calendar days of the date of Covered California Project Representative's decision, submit a written appeal to Covered California Executive Director. The Executive Director, or his/her designee shall issue a final decision on the dispute within 30 calendar days after the date of receipt of the Contractor's written appeal. If the Executive Director, or his/her designee fails to render a final decision within 30 calendar days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's, or his/her designee's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 30 calendar days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with Covered California's instructions. Contractor's failure to diligently proceed in accordance with Covered California's instructions shall be considered a material breach of this Agreement.

**G. TERMINATION FOR CAUSE**

Covered California may terminate this Agreement should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by Covered California in writing. Such right of termination shall be without prejudice to any other remedies available to Covered California. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and Covered California may proceed with the work in any manner deemed proper by Covered California. Covered California may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

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**H. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated without cause by Covered California upon 30 calendar days' written notice to the Contractor.

**I. INDEPENDENT CONTRACTOR**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Covered California except for purposes of Civil Code section 1798.24.

**J. RECYCLING CERTIFICATION**

The Contractor shall certify in writing under penalty of perjury the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste, as defined in the Public Contract Code section 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code section 12209. Contractor may certify that the product contains zero recycled content.

**K. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to State or federal law. Contractor and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code sec. 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, Cal. Code of Regs. sec. 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written

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notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**L. CONTRACTOR CERTIFICATION CLAUSES AND CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

The Contractor Certification Clauses and California Civil Rights Law Certification (hereinafter referred to as the "Contractor Certification Form") are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. Covered California shall provide Contractor with the Contractor Certification Form and Contractor shall execute the Contractor Certification Form before commencing any work under this Agreement. Contractor certifies that it is in compliance and will remain in compliance with all clauses as set forth in the Contractor Certification Form.

**M. TAX DELINQUENCY**

Contractor acknowledges that prior to executing any contract, Contractor will obtain written verification from the Franchise Tax Board (FTB) and the Board of Equalization (BOE) that Contractor is not identified as tax delinquent. Contractor also acknowledges that the continuation of this contract is contingent upon maintaining good standing with FTB and BOE. Should the tax status of Contractor change with respect to either of these state agencies, Contractor must notify the Covered California immediately.

**N. TIMELINESS**

Time is of the essence in this Agreement.

**O. GOVERNING LAW**

This Agreement shall be administered, construed, and enforced according to the laws of the State of California without regard to any conflict of law provisions to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in the State or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.



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**P. CHILD SUPPORT COMPLIANCE ACT**

In accordance with the Child Support Compliance Act:

1. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with sec. 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**Q. SEVERABILITY**

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

**R. UNION ORGANIZING**

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement and agrees to the following:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a State service contract, including a public works contract.
2. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

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4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and Contractor shall provide those records to the attorney general upon request.
5. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of government.

**AA. COMPUTER SOFTWARE COPYRIGHTS**

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**BB. SUBCONTRACTORS**

Applicable to agreements in which the Contractor subcontracts out a portion of the work. Nothing contained in this Agreement or otherwise shall create any contractual relationship between Covered California and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to Covered California for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of Covered California to make payments to the Contractor. As a result, Covered California shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**CC. INSURANCE REQUIREMENTS**

When Contractor submits a signed contract to Covered California, Contractor shall furnish to Covered California a certificate of insurance stating that there is:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing

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services supported by this Agreement. The certificate of insurance will include provisions (a), (b), and (c), below, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 calendar days' prior written notice to Covered California.
- b. That Covered California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- c. That Covered California will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 calendar days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of Covered California, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, Covered California may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability and automobile liability including non-owned auto liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and Covered California harmless. The subcontractors'/vendors' certificate of insurance shall also have the Contractor, not the State, as the certificate holder. Covered California shall be listed as an additional insured on all subcontractors' or vendors' Certificates(s) of Insurance. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

Covered California will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

By signing this Agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the



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performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**DD. INTELLECTUAL PROPERTY RIGHTS**

1. All deliverables as defined in Exhibit A, Scope of Work, originated or prepared by the Contractor pursuant to this Agreement, including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall, upon delivery and acceptance by Covered California, become the exclusive property of Covered California and may be copyrighted by Covered California.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this Agreement shall be the property of Covered California.
3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to Covered California pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

**EE. CONFIDENTIALITY**

The Contractor agrees to protect the personal information of all Covered California consumers and employees by following applicable federal and State privacy and security requirements.

Contractor acknowledges that by contracting with Covered California, Contractor waives any reasonable expectation of privacy in the contract information, name, and signature provided herein.

All financial, statistical, personal, technical, and other data and information related to Covered California's operations that are not publicly available and that become available to Contractor shall be protected by Contractor during or after its relationship with Covered California from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any confidential information for any purpose other than carrying out the provisions of the Agreement.

Confidential information includes, but is not limited to, all non-public information, including proprietary information, of Covered California including without limitation: the deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including

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Covered California's software; support materials; information regarding Covered California's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning Covered California's finances, contracts, services, or personnel.

At the conclusion of its relationship with Covered California, Contractor shall return any and all records or copies of records relating to Covered California, or its business, or its confidential information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of Covered California. Contractor agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

This provision not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Contractor will report to Covered California any and all unauthorized disclosures of confidential information. Contractor acknowledges that any publication or disclosure of confidential information to others may cause immediate and irreparable harm to Covered California, and if Contractor should publish or disclose confidential information to others, Covered California shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without posting a bond.

**FF. WAIVER OF BREACH**

The waiver by Covered California of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**GG. CONTRACTOR LIMITATIONS**

Contractor acknowledges that in governmental contracting even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Contractor agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Contractor's fully performing his/her obligations to the State under the terms of this Agreement. Contractor shall inquire about and require disclosure by its staff and subcontractors of all activities that may create an appearance of conflict. In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to Covered California Project Manager a full

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disclosure statement setting forth the relevant details of any activity which the Contractor reasonably believes may have the appearance of a conflict of interest for Covered California's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for Covered California consideration and direction shall be grounds for termination of this Agreement.

**HH. STATEMENT OF ECONOMIC INTERESTS**

The Contractor understands that the Contractor's key staff (defined for purposes of this Section as those individuals who fall within the definition of "consultant" pursuant to 2 CCR section 18700.3(a)) performing work under this Agreement may be designated by Covered California as required to file a Form 700, Statement of Economic Interest with Covered California. If, during the term of this agreement, any key staff are added to work on this Agreement, such staff must file the Form 700 with Covered California.

The Contractor understands that the Contractor's key staff performing work under this Agreement may be required to file a Form 700 Statement of Economic Interest with Covered California as follows:

1. Prior to commencing work under the contract;
2. Annually thereafter while remaining a consultant as defined in the regulations cited above (usually by April 1 of each subsequent year); and
3. Within 30 days of ceasing to be such a consultant to Covered California.

**II. ETHICS TRAINING**

All Contractor's key staff who file a Form 700 must complete the California Attorney General's Ethics Training Course for State Officials, unless they have previously taken an equivalent ethics training course through another state agency or the Legislature during the required time period, as follows:

1. Prior to commencing any work under the contract; and
2. At least once every two calendar years thereafter during which he/she remains a consultant/contractor employee, as defined above, to Covered California.



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**PRIVACY AND SECURITY REQUIREMENTS**

**A. Purpose of Exhibit**

1. This Exhibit sets forth the privacy and security requirements that apply to all Personally Identifiable Information (PII) that Contractor obtains, maintains, transmits, uses or discloses from Covered California pursuant to this Agreement.
2. The parties agree to all terms and conditions of this Exhibit in order to ensure the integrity, security, and confidentiality of the information exchanged pursuant to this Agreement, and to allow disclosure and use of such information only as permitted by law and only to the extent necessary to perform functions and activities pursuant to this Agreement.
3. This Exhibit establishes requirements in accordance with applicable federal and state privacy and security laws including, but not limited to, the Information Practices Act (California Civil Code section 1798 et seq.), the federal Patient Protection and Affordable Care Act (P.L. 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) (herein, the "Affordable Care Act"), and its implementing regulations at 45 C.F.R. Sections 155.260 and 155.270 (the "Exchange Privacy and Security Rules") and, where applicable, the Health Insurance Portability and Accountability Act (42 U.S.C. section 1320d-d8) and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations at 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA"), as well as applicable privacy and security control protocols set forth within the Minimum Acceptable Risks For State-Based Exchanges document suite ("MARS-E").

**B. Definitions**

The following definitions shall apply to this Exhibit:

1. Breach: Shall mean either: i) the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to PII, whether physical, or electronic; or ii) a reasonable belief that unauthorized acquisition of PII that compromises the security, confidentiality or integrity of the PII has occurred

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2. Disclosure: The release, transfer, provision of access to, or divulging in any other manner of PII outside the entity holding the information.
3. Federal Tax Information or FTI: Any return or return information as defined under the Internal Revenue Service Code, 26 U.S.C. section 6103(b)(1) and (2), received from the IRS or secondary source, such as SSA, Federal Office of Child Support Enforcement or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information. (IRS Pub. 1075, § 1.4.1)
4. Personal Information or PI: Information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (California Civil Code section 1798.3)
5. Personally Identifiable Information or PII: Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. (OMB M-07-16.) PII includes Federal Tax Information (FTI), Personal Information (PI) and Protected Health Information (PHI).
6. Protected Health Information or PHI: Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as defined in 45 C.F.R. section 160.103.
7. Security Incident: The act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction. Adverse events such as floods, fires, electrical outages, and excessive heat are not considered incidents. (Computer Matching Agreement, Agreement No. 2013-11, p.5.)

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**C. Applicable Laws**

Contractor shall comply with any and all federal and state privacy and security laws, as well as applicable rules and regulations pertaining to Covered California including, but not limited to, those arising under the federal Patient Protection and Affordable Care Act and its implementing regulations. To the extent a conflict arises between any laws or other requirements, Contractor agrees to comply with the applicable requirements imposing the more stringent privacy and security standards.

1. Exchange Privacy and Security Rules (45 C.F.R. section 155.260).

- a. In accessing, collecting, using or disclosing PII in performing functions for Covered California as authorized by this Agreement, Contractor shall only use or disclose PII to the minimum extent such information is necessary to perform such functions.
- b. Contractor shall establish and implement privacy and security standards that are consistent with the principles of 45 C.F.R. section 155.260(a)(3) as set forth below in subsections (i) through (viii):
  - 1) Individual access. Individuals shall be provided with a simple and timely means to access and obtain their PII in a readable form and format;
  - 2) Correction. Individuals shall be provided with a timely means to dispute the accuracy or integrity of their PII and to have erroneous information corrected or to have a dispute documented if their requests are denied;
  - 3) Openness and transparency. Contractor shall be open and transparent regarding its policies, procedures, and technologies that directly affect individuals and/or their PII;
  - 4) Individual choice. Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their PII;
  - 5) Collection, use and disclosure limitations. PII shall be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;



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- 6) Data quality and integrity. Contractor will take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent necessary for Contractor's intended purposes and has not been altered or destroyed in an unauthorized manner;
  - 7) Safeguards. PII will be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
  - 8) Accountability. Contractor will use appropriate monitoring and other means and methods to assure accountability with these principles and to report and mitigate non-adherence and breaches.
2. California Information Practices Act. Contractor shall comply with the applicable privacy and security provisions of the Information Practices Act of 1977, California Civil Code section 1798 et seq. and shall provide assistance to Covered California as may be reasonably necessary for Covered California to comply with these provisions (Civil Code section 1798 et seq.).
3. Health Insurance Portability and Accountability Act ("HIPAA").
  - a. Contractor expressly acknowledges and agrees that Covered California is not a health care provider, a health care plan, or a health care clearinghouse. Accordingly, the parties mutually acknowledge and agree that, for purposes of this Agreement, Covered California is not a Covered Entity as such term is specifically defined in HIPAA.
  - b. Contractor expressly acknowledges and agrees that where Covered California performs a function required under applicable law pursuant to 45 C.F.R. section 155.200, it is not acting as a Business Associate of any other Covered Entity and Contractor is not acting as Covered California's Business Associate, as such terms are specifically defined in HIPAA.
  - c. For certain programs related to the administration of the Medi-Cal Program, Covered California has agreed to be the Business Associate of the Department of Health Care Services (DHCS). Therefore, to the extent that Contractor performs services related to the administration of the Medi-Cal program, contractor is Covered California's subcontractor, and therefore, also a Business Associate as that term is specifically defined in HIPAA. Accordingly, if in performing functions pursuant to this Agreement Contractor accesses or uses PII that was provided to Covered California

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by DHCS or for the purposes of the Medi-Cal program, Contractor shall comply with the applicable terms and conditions of HIPAA.

4. IRS Code section 6103 and Publication 1075. Per Covered California's Privacy and Security Rules (45 CFR 155.260 (a)(4)(iii), return information shall be kept confidential under 26 U.S. Code section 6103. As described by IRS publication 1075, conforming to the guidelines set forth in that publication meets the safeguard requirements of 26 U.S. Code section 6103(p)(4) for FTI.
5. Fingerprinting and Background Checks. (CA Government Code Section 1043).
  - a. All individuals including, but not limited to, employees, contractors, or subcontractors who perform services under this agreement shall agree to criminal background checks in compliance with Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section § 6456. Fees charged by the California Department of Justice for the cost of processing such requests shall be paid by Contractor but may be reimbursed by Covered California upon the mutual, written agreement of the parties.
  - b. For any insurance agent licensed by the California Department of Insurance (CDI) Covered California may obtain a criminal history check in accordance with Government Code section 1043 from CDI.
6. Privacy and Security Awareness Training (MARS-E).
  - a. Contractor shall ensure that any and all employees, agents, representatives or subcontractors who are provided access to PII have first been provided privacy and security awareness training.
  - b. Contractor shall likewise ensure that any and all such employees, agents, representatives or subcontractors certify in writing their completion of any such privacy and security awareness programs and, upon request, shall provide Covered California with copies of the same.
  - c. Contractor shall retain the aforementioned certifications for a period of five (5) years and shall provide the copies upon request during this time.
  - d. Notwithstanding the foregoing, Contractor shall be deemed to have complied with the above-referenced requirements through the completion of any certification program which includes privacy and security

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awareness training and is required for Contractor's participation in Covered California.

**D. Consumer Rights**

**1. Accounting of Disclosures**

- a. Contractor shall assist Covered California in responding to accounting requests by individuals that are made to Covered California under the Information Practices Act (Civil Code section 1798.25-29) and if Protected Health Information is involved, pursuant to HIPAA, 45 C.F.R. section 164.528.
- b. The obligation of Contractor to provide an accounting of disclosures as set forth herein survives the expiration or termination of this Agreement with respect to accounting requests made after such expiration or termination.

**2. Copies of Records Requests**

Regardless of whether a request is made to Covered California or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain, if any, in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code sections 1798.30-1798.34) and if Protected Health Information is involved, with HIPAA (45 C.F.R section 164.524).

**3. Requests to Amend Records**

- a. Contractor shall make any amendments to Personally Identifiable Information in a record that Covered California directs or agrees to, whether at the request of Covered California or an Individual.
- b. Regardless of whether a request to amend records is made to Covered California or to Contractor, Contractor shall respond to the request with respect to the record Contractor and its subcontractors maintain in a manner and time frame consistent with requirements specified in the Information Practices Act (Civil Code section 1798.35) and if Protected Health Information is involved, with HIPAA (45 C.F.R. section 164.526).

**4. Requests to Restrict Use and Disclosure of Personally Identifiable Information**

- a. Contractor shall reasonably comply with any requests to restrict the use and disclosure of Personally Identifiable Information.



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- b. If Protected Health Information is involved, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522).
- 5. Confidential Communications Request
  - a. Upon receipt of written notice, Contractor shall reasonably comply with any requests to utilize an alternate address, email, or telephone number when communicating with the individual.
  - b. If the request is denied, a written response shall be sent to the individual stating the reasons for denying the request.
  - c. If Protected Health Information is involved, Regardless of whether a request is made to Covered California or to Contractor, Contractor shall respond to the request in a manner and time frame consistent with requirements specified in HIPAA (45 C.F.R. section 164.522(b)(1)).
- 6. In responding to any requests from individuals, Contractor shall verify the identity of the person making the request to ensure that the person is the individual who is the subject of the PII or has authority to make requests concerning the PII before responding to the request.
- 7. In the event any individual submits any of these requests directly from Contractor, Contractor shall within five (5) calendar days forward such request to Covered California.

**E. Security Controls and Safeguards**

- 1. Safeguards: At a minimum, contractor shall establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws to ensure
  - a. The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by Covered California;
  - b. Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
  - c. Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;

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- d. Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
  - e. Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
  - f. Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.
2. Encryption: Contractor shall encrypt all PII that is in motion or at rest, including but not limited to data on portable media devices, using commercially reasonable means, consistent with applicable Federal and State laws, regulations and agency guidance, including but not limited to the U.S. Department of Health and Human Services guidance specifying the technologies and methodologies that render PII unusable, unreadable, or indecipherable to unauthorized individuals for purposes of the breach notification requirements or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PII. Data centers shall be encrypted or shall otherwise comply with industry data security best practices.
3. Hardware: Contractor shall ensure that any and all hardware, including but not limited to personal computers, laptops, jump-drives, smart phones or other devices upon which PII is stored, is secured, password-protected and only accessible by Contractor or Contractor's agents, employees or sub-contractors in accordance with the terms of this Exhibit. Contractor shall at all times remove and permanently delete any and all PII before any such hardware is transferred or sold to a third-party or is otherwise subject to any change in ownership or control.
4. Log-In Credentials: Contractor shall at all times ensure that each individual user of any Covered California computer system through which PII is accessed maintains his or her own unique user-id and password. Contractor shall strictly refrain from sharing individual log-in credentials and shall at all times assume responsibility for ensuring that the log-in credentials of any former employees, sub-contractors, agents or other representatives who are no longer subject to this Agreement are de-activated or otherwise changed to prevent unauthorized access by any such individuals.

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5. Contractor shall update these safeguards as appropriate and as requested by Covered California.

**F. Policies and Procedures:**

1. Contractor shall implement and maintain written policies and procedures to ensure the privacy and security of PII stored, maintained, or accessed in compliance with this agreement and any applicable laws. Such policies shall address
  - a. Implementation of consumer rights as required by this Exhibit;
  - b. Reasonable safeguards as required by this Exhibit;
  - c. Monitoring, periodically assessing, and updating security controls and related system risks to ensure the continued effectiveness of those controls; and
  - d. Training employees, contractors, and subcontractors.
2. Upon request, Contractor shall provide Covered California with a written policies and procedures adopted by Contractor to meet its obligations under this Section.

**G. Subcontractors**

1. Contractor shall be bound by and be responsible for the acts and omissions of its subcontractors, agents or vendors in the exchange of data with Covered California. Contractor shall take reasonable steps to ensure compliance with the terms of this Agreement by its subcontractors, agents and vendors.
2. Contractor agrees to enter into written contracts with its agents and contractors (collectively, "subcontractors") that obligate Contractor's subcontractors to abide by the same privacy and security standards and obligations that Contractor has agreed to in this agreement.
3. Contractor represents and agrees that it shall only request that Covered California transmit data to subcontractors with whom it has such agreements and only to the extent such information is necessary to carry out the purposes authorized by this Agreement.



**EXHIBIT C**  
**(Standard Agreement)**

4. Upon request, Contractor shall provide Covered California with a copy of any written agreement or contract entered into by Contractor and its subcontractors to meet the obligations of Contractor under this Exhibit.

**H. Breaches & Security Incidents**

1. Contractor shall immediately report to the Covered California Privacy Officer at PrivacyOfficer@covered.ca.gov any actual or suspected Breaches or Security Incidents involving PII created or received under this Agreement. Contractor's report shall contain the following information to the extent applicable and known at that time:
  - a. A brief description of what happened including the date of the incident and the date of the discovery of the incident;
  - b. The names or identification numbers of the individuals whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed
  - c. A description of the types of PII that were involved in the incident, as applicable;
  - d. Information regarding any information system intrusion and any systems potentially compromised;
  - e. A brief description of Contractor's investigation and mitigation plan; and
  - f. Any other information necessary for Covered California to conduct an investigation and include in notifications to the individual(s) or relevant regulatory authorities under applicable privacy and security requirements.
2. Upon completion of the initial report, contractor shall immediately commence an investigation in accordance with applicable law to:
  - a. Determine the scope of the incident;
  - b. Mitigate harm that may result from the incident; and
  - c. Restore the security of the system to prevent any further harm or incidents.

**EXHIBIT C**  
**(Standard Agreement)**

3. Contractor shall cooperate with Covered California in investigating the actual or suspected incident and in meeting Covered California's obligations, if any, under applicable laws.
4. Contractor shall mitigate to the extent practicable any harmful effect of any Incident that is known or reasonably discoverable to Contractor.
5. After conducting its investigation, and within fifteen (15) calendar days, unless an extension is granted by Covered California, Contractor shall file a complete report with the information listed above in subsection (1), if available. Contractor shall make all reasonable efforts to obtain all relevant information and shall provide an explanation if any information cannot be obtained. The complete report shall include a corrective action plan that describes the steps to be taken to prevent any future reoccurrence of the incident.
6. Contractor shall cooperate with Covered California in developing content for any public statements and shall not give any public statements without the express written permission of Covered California.
7. If a Breach requires notifications and reporting under applicable laws, and the cause of the Breach is attributable to Contractor, its agents or subcontractors, Contractor shall:
  - a. Be fully responsible for providing breach notifications and reporting as required under applicable laws;
  - b. Pay any costs of such Breach notifications as well as any costs or damages associated with the incident; and
  - c. Should Covered California in its sole discretion determine that credit monitoring is an appropriate remedy, arrange for and bear the reasonable, out-of-pocket cost of providing to each such affected individual one (1) year of credit monitoring services from a nationally recognized supplier of such services.
8. If Contractor determines that an impermissible acquisition, use, or disclosure of PII does not require breach notifications or reporting, it shall document its assessment and provide such documentation to Covered California within one week of its completion. Notwithstanding the foregoing, Covered California reserves the right to reject Contractor's assessment and direct Contractor to treat the incident as a Breach.

**EXHIBIT C**  
**(Standard Agreement)**

**I. Right to Inspect**

Covered California may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit at any time. Contractor shall promptly remedy any violation reported to it by Covered California and shall certify the same to the Covered California Privacy Officer in writing. The fact that Covered California inspects, fails to inspect, fails to detect violations of this Exhibit or detects but fails to notify Contractor of the violation or require remediation is not a waiver of Covered California's rights under this Agreement and this Exhibit.

**J. Indemnification**

Contractor shall indemnify, hold harmless, and defend Covered California from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs Covered California determines to be reasonable), losses, penalties, fines, and liabilities arising from or due to Contractor's failure to comply with the requirements of this Exhibit, including a breach or other non-permitted use or disclosure of PII by Contractor or its subcontractors or agents, including without limitation. Such indemnification shall be conditioned upon Covered California giving notice of any claims to Contractor after discovery thereof. If Contractor should publish or disclose PII to others, Covered California shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

**K. Termination of Agreement**

1. If Contractor breaches its obligations under this Exhibit as determined by Covered California, Covered California may, at its option:
  - a. Require Contractor to submit to a plan of monitoring and reporting, as Covered California may deem necessary to maintain compliance with this Agreement;
  - b. Provide Contractor with an opportunity to cure the breach; or
  - c. After giving Contractor an opportunity to cure the breach, or upon breach of a material term of this Exhibit, terminate this Agreement for Cause pursuant to Exhibit C.

A failure of Covered California to exercise any of these options shall not constitute a waiver of its rights under this section.



**EXHIBIT C**  
**(Standard Agreement)**

2. Upon completion of this Agreement, or upon termination of this Agreement, at Covered California's direction Contractor shall either return all PII to Covered California, or shall destroy all PII in a manner consistent with applicable State and Federal laws, regulations, and agency guidance on the destruction of PII. If return or destruction of PII is not feasible, Contractor shall explain in writing to the Covered California's Chief Privacy Officer why return or destruction is not feasible. The obligations of Contractor under this Agreement to protect PII and to limit its use or disclosure shall continue and shall survive until all PII is either returned to Covered California or destroyed.

**Exhibit D  
(Standard Agreement)**

**MARKETING AND BRANDING GUIDELINES**

All references to the California Health Benefit Exchange (the Exchange) or Covered CA refer to Covered California.

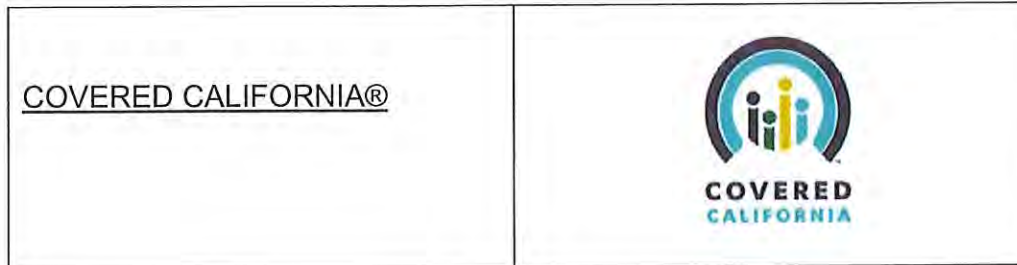
**A. Trademark and Brand Usage Guidelines for Communications and Websites**

1. Covered California's brand and trademarks, as described below ("Covered California Marks") are valuable intellectual property and important assets of the organization. The Covered California logo, and any other logo used to identify any product or service offered by Covered California, may not be used in any manner inconsistent with this Exhibit and the latest version of the Brand Style Guide available at <http://hbex.coveredca.com/toolkit> (herein incorporated by reference) without express written permission from Covered California.
2. The improper or unauthorized use of Covered California Marks or other intellectual property is a violation of Covered California's rights and is strictly prohibited. Unauthorized use or misrepresentation of Covered California is also a violation of state law section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code.
3. Section 100510 of the Government Code, section 1360.5 of the Health and Safety Code, and section 790.03 of the Insurance Code prohibits the holding of oneself out as representing, constituting, or otherwise providing services on behalf of Covered California established pursuant to section 100500 et seq. of the Government Code without a valid agreement with Covered California to engage in those activities. Any unauthorized use of the Covered California brand is outside of the scope of this Agreement.
4. Covered California reserves the right to revise the Brand Style Guide and Contractor will be bound to comply with the material contained in the updated guide immediately upon receipt or other notification of the new guide.

**B. Non-Exclusive License**

1. Subject to the terms of this Exhibit and Brand Style Guide, Covered CA conveys and Contractor accepts a non-exclusive, royalty-free license in the following Covered California Marks for the purposes specified within the Scope of Work (Exhibit A) of this Agreement.

**Exhibit D  
(Standard Agreement)**



2. Contractor shall be entitled to use the Covered California Marks in conjunction with the marketing materials and websites referenced herein subject to the terms and conditions set forth within this Exhibit and Brand Style Guide for the sole purpose of promoting the services performed by Contractor under Exhibit A.
3. Covered California retains final discretion to determine if a Contractor's use of the Covered California marks complies with the terms and conditions set forth in this Exhibit and the Brand Style Guide.
4. Contractor accepts the above-referenced license "as-is" without any representations or warranties including, but not limited to, warranties of ownership or fitness for a particular purpose.
5. Contractor expressly acknowledges and agrees that nothing in this Exhibit is intended to nor shall result in the transfer of any ownership interests and that Covered California shall at all times remain the sole and exclusive owner of the Covered California Marks.
6. In addition to the terms and conditions set forth herein, Contractor understands and agrees that Covered California shall at all times be entitled to impose additional restrictions upon the use of the Covered California Marks for the sole purpose of protecting the goodwill and overall reputation of Covered California and Covered California Marks, in compliance with all applicable law.
7. Contractor shall be entitled to sub-license the use of the Covered California Marks; provided, however, that Contractor shall ensure that any and all subcontractors shall execute and strictly abide by the terms of conditions specified within this Exhibit.

**C. Non-Affiliation & Non-Endorsement**

1. Neither the above-referenced license nor Contractor's use of the Covered California Marks shall at any time be interpreted or construed as creating a



**Exhibit D  
(Standard Agreement)**

partnership, co-ventureship or other agency relationship between Contractor and Covered CA. Other than the use of the Covered California Marks in accordance with the license conveyed in this Exhibit, Contractor shall strictly refrain from any representations reasonably calculated to suggest or imply the existence of any such relationship.

2. The above-referenced license shall likewise at no time be interpreted or construed as an express or implied endorsement of any product, service or activity provided by or engaged in by Contractor involving the Covered California Marks.
3. Contractor shall at all times defend, indemnify and hold Covered California harmless from and against any and all liability or claims arising directly or indirectly from any misrepresentation by Contractor of:
  - a. An agency relationship between Covered California and Contractor; and
  - b. An endorsement by Covered California of any product, service or activity provided or engaged in by Contractor for which the Covered California Marks are at any time used.

**D. Term & Termination**

Unless otherwise terminated earlier, the term of the license conveyed within this Exhibit shall commence on the effective date of the original Agreement and shall renew automatically on the date the original Agreement terminates. Contractor shall immediately discontinue the use of the Covered California Marks upon the termination of the Agreement for any reason.

**E. Disclaimer**

1. All marketing materials, external communications, or websites which use Covered California Marks or refer to Covered California in any way must be accompanied by the following disclaimer in a conspicuous font:
  - a. "Covered California," "California Health Benefit Exchange," and the Covered California Logo are registered trademarks or service marks of Covered California in the United States.
  - b. For purposes of this section, "conspicuous" means displayed apart from other print in not less than 12-point boldface font type in capital letters that is at least 2-point boldface font type sizes larger than the next largest print

**Exhibit D  
(Standard Agreement)**

used, and in contrasting type, layout, font, or color in a manner that clearly calls attention to the language.

2. Each website that uses Covered California Marks must also include the following disclosure statement:

This website is owned and maintained by [Contractor Name], which is solely responsible for its content. This site is not maintained by or affiliated with Covered California, and Covered California bears no responsibility for its content. The email addresses and telephone numbers that appear throughout this site belong to [Contractor Name], and cannot be used to contact Covered California.

3. Covered California retains final discretion to determine whether Contractor is using the disclaimers above in a manner that complies with the terms and conditions of this Agreement and the Brand Style Guide.

**F. Improper Uses of Covered California's Marks**

1. Covered California's Marks may not be presented or used:
  - a. In a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Covered California or its representatives, personnel or affiliates;
  - b. In a manner that is misleading, defamatory, obscene, infringing or otherwise objectionable;
  - c. In connection with any material that infringes the trademark, copyright or any other rights of any third party;
  - d. As part of a name of a product or service of a company or organization other than Covered California;
  - e. In a manner that infringes, derogates, dilutes, or impairs the rights of Covered California in such marks; or
  - f. In a manner that violates the Brand Style Guide
2. Covered California retains final discretion to determine whether the Contractor's use of Covered California's marks violates the terms of this Agreement and/or the Brand Style Guide.

**Exhibit D  
(Standard Agreement)**

**G. Improper Uses of California Health Benefit Exchange or Covered California in Contractor's Internet Domain Name**

Contractor may not use the names California Health Benefit Exchange, Exchange, Covered California, Covered CA, the use of CCSB or Covered California for Small Business as a noun, or any derivations thereof, in the Contractor's internet domain name:

1. In a manner that creates a likelihood of confusion that the Contractor's website is sponsored by or affiliated with Covered California; and
2. Without the express written permission of Covered California.

**H. Clearly Identifying Covered California Products**

For any medium of communications used with consumers including, but not limited to, in person, over the phone, or online, Contractor must clearly identify which products are available through Covered California as well as which products are sold outside Covered California.

**I. Marketing Materials – Definition**

The term "marketing materials" extends beyond the public's general concept of advertising materials and includes any materials developed or distributed by a contractor which are aimed at prospective or existing clients and consumers of the Individual and CCSB Exchanges. Marketing materials include, but are not limited to, anything with Covered California Marks, printed collateral material, print advertising, social and digital media material and television and radio ads.

**J. Marketing Materials Subject to the Marketing Guidelines**

All marketing materials that mention, promote participation in, or reference Covered California are subject to this Exhibit and the Brand Style Guide. However, these Marketing Guidelines do not apply to those marketing materials that do not promote, discuss or reference Covered California in any way.

**K. General Marketing Material and Direct Mail Communications.**

Upon request, Contractor shall provide Covered California with at least one (1) copy, unless otherwise specified by Covered California, of any marketing materials that Contractor intends to use, mail, or has mailed, to its clients or prospective clients including, but not limited to, brochures, leaflets, postcards, presentations, advertisements in phone books, newsletters, health education



**Exhibit D  
(Standard Agreement)**

materials, and special announcements. Covered California shall have the right to request changes to or prohibit the distribution or use of any marketing material as determined by Covered California in its sole discretion.

**L. Submission Requirements & Process for Advertising Material**

1. Any question regarding the compliance of Contractor's marketing materials with this Exhibit and the Brand Style Guide must be submitted for review and approval to Covered California at [agents@covered.ca.gov](mailto:agents@covered.ca.gov). Contractor shall allow at least 10 (ten) business days from the date of the request for Covered California to review any materials submitted.
  - a. When submitting required materials for approval, indicate the following in the subject line: Advertising Approval Request - Contractor name and material type.
  - b. When submitting revised material, please indicate so in the body of the email and include the original submission date of the material.
2. Do not bundle multiple materials in the same submission email. Send a separate email for each material. The only exception is translations. Translations may be sent in one email along with the corresponding English version, if available.

**M. Confidential Treatment of Contractor**

To the extent that material sent from Contractor is not already in the public domain, Covered California shall treat such marketing materials as confidential information and exempt from public disclosure if such material is deemed to be or qualifies for treatment as confidential information under the Public Records Act, Government Code sections 6250, et seq. and other applicable federal and state laws, rules and regulations.

**N. Distribution of Marketing Materials Developed by Covered California.**

Contractor may distribute and reproduce marketing materials developed and made available by Covered California. Contractor shall be responsible for any printing costs for such material and for all costs related to the distribution of those materials including, but not limited to, mailing and postage costs.



# *City of Santa Fe Springs*

*City Council Meeting*

*June 28, 2018*

## **NEW BUSINESS**

Authorize Disposal of Children's Play Loft from the Los Nietos Child Care Facility by Way of Donation

### **RECOMMENDATION**

That City Council authorize the Director of Purchasing to donate the obsolete children's loft asset Number #14000 located at the Los Nietos Child Care facility to Hoover Intergenerational Care Inc.

### **BACKGROUND**

Subcontractor Options for Learning will begin operating the City's child care programs on July 2, 2018. Per the approved agreement, Options for Learning will be utilizing the Los Nietos Child Care facility located at Los Nietos Park. Options for Learning has requested that the large children's play loft be removed from the classroom so that they may redesign the indoor space to meet their programming needs.

The children's play loft was originally purchased in 2001 and was placed in the large multi-purpose room at the Family Center located at 10349 Heritage Park Drive in Santa Fe Springs. When the Family Center closed in 2013, the play loft was relocated to the Los Nietos Child Care facility. The loft is in good condition and it is safe to be used in a large open learning environment.

Kristen Zearbaugh, Director of Hoover Intergenerational Care Inc (HIC). and former City of Santa Fe Springs employee, expressed interest in obtaining the used play loft. Kristen learned about the play loft through conversation with current City Child Care staff. Hoover Intergenerational Care Inc. is a licensed child care center located in South Los Angeles. The center provides quality child care services to inner city low income children and their families. The play loft will be used by the children and much appreciated by the program staff and Board of Directors.

In the event the children's play loft cannot be donated to HIC, the play loft will have to be removed by City staff from the Los Nietos Child Care facility and stored in the City's warehouse until it is sent to auction.

### **FISCAL IMPACT**

There will be no fiscal impact to the city if donated to HIC. HIC has agreed to assume all responsibility for the disassembling, transporting, and reassembly of the children's play loft.

Report Submitted By: Maricela Balderas/Ed Ramirez  
Department of Community Services

Date of Report: June 20, 2018

**ITEM NO. 15**



# *City of Santa Fe Springs*

*City Council Meeting*

*June 28, 2018*

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



Raymond R. Cruz  
City Manager

Attachment

Attachment A - Children's play loft photo



**Children's Play Loft @ Los Nietos Child Care Facility**  
**Attachment A**



Report Submitted By: Maricela Balderas/Ed Ramirez  
Department of Community Services

Date of Report: June 20, 2018

**ITEM NO. 15**



# *City of Santa Fe Springs*

City Council Meeting

June 28, 2018

## **NEW BUSINESS**

### Adoption of City's Fiscal Year (FY) 2018-19 Budget and Related Items

#### **RECOMMENDATION**

That the City Council adopt the FY 2018-19 City Budget as proposed, including the actions as set forth herein.

#### **BACKGROUND**

On June 14, 2018, the proposed FY 2018-19 City Budget was introduced to the City Council at a Study Session. The budget is the result of several months of work, including multiple sessions with each of the City Council Budget Subcommittees. After two two-year budget cycles, this proposed budget presents only one year, FY 2018-19, due to the significant fiscal challenges facing the City. Over the past 10 years the City has faced a number of fiscal challenges, each seemingly growing in significance over time.

Beginning in fiscal year 2007-08 the City felt the impacts of the Great Recession seeing sales tax revenue plummet 27% from \$26.4 million in FY 2006-07 to \$19.2 million in FY 2009-10. In response, the City cut expenditures by offering early retirement incentives and implementing furloughs for active employees along with creating a 2<sup>nd</sup> tier for new employees related to pension and health care benefits. Revenues were improved through the passage of a utility users tax in 2010 offering more diversification and stabilization than with sales tax alone.

Just as the economy was beginning to improve, the State of CA dissolved redevelopment agencies in January 2012, which had a major impact on the City. The former redevelopment agency collected approximately \$32 million annually in property taxes and was the major source of funding for capital improvement projects ("CIP"). The net impact to the City's General Fund was approximately \$13 million annually in addition to the General Fund becoming the primary source of funding for CIPs. A number of measures were then implemented to address the loss in funding, including another round of early retirement incentives, the elimination of approximately 25% of full-time positions, the conversion of furloughs into the permanent payment by employees of their share of the Public Employees Retirement System ("CalPERS") contributions, and a reduction in some service levels. On the revenue side, the utility users tax, originally set at 3.5%, was increased to 5%, the maximum amount authorized by the voters in 2010.

Over the subsequent four fiscal years, the economy continued to improve and increases in all major revenue sources were realized. The organization stabilized and adjusted to the "new normal". Beginning in FY 2015-16, however, a number of





## *City of Santa Fe Springs*

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changes dramatically affected the City's required payments to CalPERS. Already faced with mounting unfunded liabilities, the CalPERS Board adopted several policies which have the result of doubling the City's required contributions over the next seven years. Assumption changes to the anticipated rate of return on CalPERS investments, extending the life expectancy of retirees, and funding policy changes that shortened the time period over which gains/losses are spread all combined to produce a dramatic increase in payments towards the unfunded liability. While the changes will improve the financial stability of the fund in the long-run, the short-term effect is the addition of an additional \$7+ million annually in required contributions by FY 2023-24.

The FY 2017-18 budget, when originally adopted as the second year of a two-year budget in June 2016, showed a deficit of approximately \$2.8 million. This deficit was planned to be covered through the collection of loan repayments from the Successor Agency of \$1.8 along with the reduction in planned CIP set-aside monies of \$1.0 million. By June of 2017 the deficit grew to \$5.0 million primarily due to budgeted increases in revenues not materializing along with the growth in mandatory CalPERS contributions. The growth in the deficit was dealt with by eliminating the remaining planned CIP transfer for \$1.8 million along with the use of other set-aside funds held in the Equipment Replacement, Insurance Stabilization, and Employee Benefits Funds.

The proposed budget for FY 2018-19 continues in the path of these trends. The structural deficit has grown to approximately \$5.8 million. The economy continues in a positive direction and modest increases in revenues are expected. Additionally, savings in labor have been realized through the freezing of several vacant positions. However, the growth in the mandatory CalPERS contributions exceeds these savings and revenue growth, causing an overall increase in the deficit.

Although not a viable long-term strategy, the FY 2018-19 budget proposes to use the loan repayments from the Successor Agency, the reduction of transfers to the CIP Fund, and the use of set-aside funds to close the budget gap. The use of this strategy preserves the General Fund's \$21.9 million unassigned and available fund balance reserves. By its nature though, the strategy is short-term as these non-recurring sources will soon be depleted. FY 2018-19 will see the third annual repayment from the Successor Agency towards the approximately \$10 million that was owed to the General Fund when the redevelopment agency was dissolved in 2012. Based on the state law that determines the amount which can be repaid each year, the loan is expected to be fully repaid by June 30, 2020. In addition, the set-aside funds are expected to have less than \$750,000 by June 2019, down from \$2.9 million in June 2017.

The City is considering a number of revenue options in order to preserve existing





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service levels, including a sales tax measure which could be placed on the November 2018 ballot. If sufficient revenues are not generated to close the structural budget deficit, significant cuts in expenditures will ultimately be necessary, with a resulting decline in service levels and ability to complete needed capital projects.

Turning to the City's Water Utility, the FY 2018-19 budget projects a positive increase in the fund of approximately \$1.1 million. However, the increase is recommended to be set-aside in the fund's capital improvement reserve. There is a continuing need for CIP's related to the source of water to aid in stabilizing the growing cost of water from outside sources. The cost to have an operating well in both of the City's water zones is expected to be approximately \$10 million. The Water Utility is expected to have approximately \$6.7 million in the CIP reserve by the end of June 2019 (reduced by any expenditures through 6/30/19 and adjusted as discussed later in this report). So while there are operating funds available to increase the CIP reserve, the amount available falls well short of the needs.

In addition, rates for purchased water continue to increase significantly every year, further reducing excess operating funds available for CIPs within the current rate structure. The last rate increase for the City was in August 2016, which while it was an 11% increase, the last increase before that was March 2012. Overall the City's rate increases have not kept pace with increases in operating costs and CIP needs.

With the above in mind, where we find ourselves is in a position to rebuild our revenue base in a way that enhances our ability to sustain the level of service that we provide to the public on into the future. Key strategies in that regard are: 1) building the City's reserves to a level that will help lessen the impact of the next downturn in the economy; 2) continuing to reassess what the City's "Core Services" are, so as to ensure that the City's ability to provide those services that only the City can provide are not diminished as a result of "spreading ourselves too thin"; and, 3) looking at ways to broaden and diversify our revenue streams, so as to lessen our dependency on sales tax revenue.

The Proposed Budget for Fiscal Year 2018-19 moves the City closer to the above objectives. As well, the proposed budget provides an unwavering commitment to making Santa Fe Springs a safe and great place to live, work and play. It furthers the City's mission to deliver exemplary municipal services responsive to our entire community and consistent with our history, culture and unique character.

Following is a more detailed review of the budget specifics:

## **PROPOSED BUDGET: FY 2018-19 (GENERAL FUND)**

For the FY 2017-18 Final Estimate, it is anticipated that there will be a \$723,300 operating deficit with a \$1.8 million increase in fund balance at year's end due to the





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receipt of the Successor Agency loan repayment. Staff recommends restoring a portion of the transfer to the CIP fund as well as replenishing a portion of set-aside funds in the Equipment Replacement, Insurance Stabilization, and Employee Benefits Funds. We estimate that the FY 2018-19 General Fund uses will exceed sources by \$5.8 million.

Following is a summary of the Proposed Budget activity for FY 2018-19, along with the June 2017 Revision and Final Estimate for FY 2017-18:

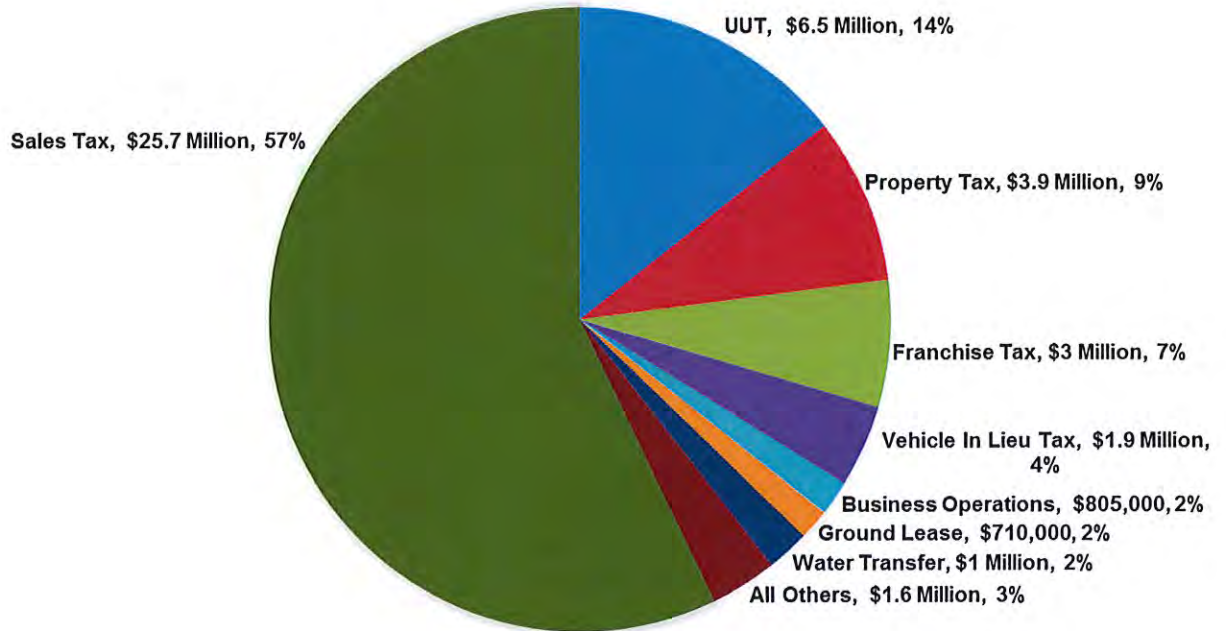
	June 2017 Revision 2017-18	Final Est. Fiscal Year 2017-18	Proposed Fiscal Year 2018-19
Sources:			
General Revenues	\$ 43,675,000	\$ 44,387,000	\$ 45,085,000
Transfer from Employee Benefits Fund	-	892,800	-
Total Sources	43,675,000	45,279,800	45,085,000
Uses:			
Departmental Expenditures	46,477,200	44,884,800	47,319,700
Capital Improvement Projects	1,800,000	-	2,800,000
Non-Recurring	250,600	1,118,300	783,100
Equipment Replacement Fund	210,700	-	-
Total Uses	48,738,500	46,003,100	50,902,800
Operating Surplus/(Deficit)	\$ (5,063,500)	\$ (723,300)	\$ (5,817,800)

### Revenues / Sources

During FY 2018-19 we are expecting City General Fund revenues (not including the Water Utility Fund) to total \$45.1 million. This does not include "applied" General Fund revenues that are derived from the operations of specific departments and allocated to offset those same departmental expenditures. FY 2018-19 General Fund revenues are projected to be about \$687,000 greater than the current year estimate, largely due to modest increases in property, sales, franchise, and motor vehicle in lieu taxes. The graph below illustrates an overall view of the City's revenues for the next fiscal year.



**FY 2018-19 City Revenues - \$45.1 Million**



**Sales Tax Revenue** – Historically, the City has benefitted greatly from the large business community and the sales tax revenue generated. Conversely, during the Great Recession the City's revenues were disproportionately impacted by the downturn in the economy. Since then, modest gains have generally provided for a slow but steady rise. In FY 2014-15 sales tax revenue reached the pre-recession high of \$26.4 million followed by two years of declines to \$25.1 million in FY 2016-17. Sales tax continues to be the City's largest and most volatile revenue source. In the FY 2017-18 Final Estimate, we anticipate an increase of almost \$400,000 from the prior year, with a modest uptick in FY 2018-19 (\$260,000) to \$25.7 million.



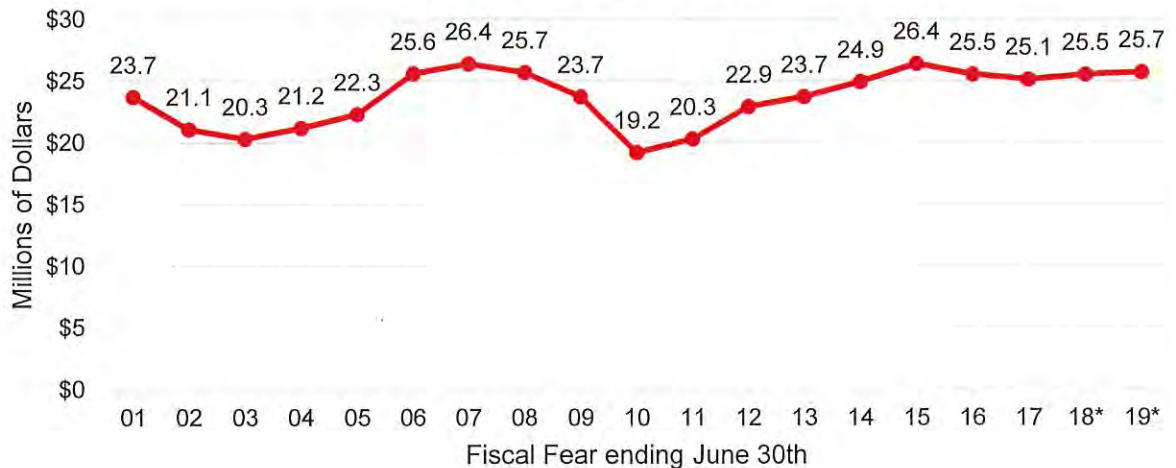


# City of Santa Fe Springs

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## Sales Tax Revenue History FY 2000-01 through FY 2018-19



\*Estimate

**Utility User's Tax** - The City's utility user's tax (UUT) has continued to provide much-needed revenue diversification that reduces the City's reliance on sales tax revenue and the disproportionate impact an economic downturn has on the City of Santa Fe Springs compared to other communities. The City anticipates receiving \$6.43 million for FY 2017-18 with a slight increase to \$6.50 million for FY 2018-19.

**Other Revenues** - The Proposed Budget also includes modest anticipated increases in property taxes (\$74,000), property tax pass through from the Successor Agency (\$163,000), franchise taxes (\$90,000), and motor vehicle in lieu taxes (\$67,000).

**Other Sources** - Included in the budget are loan repayments stemming from the dissolution of the former City of Santa Fe Springs Community Development Commission (Redevelopment Agency) to the City. The repayments are expected to be paid back through the Redevelopment Property Tax Trust Fund (RPTTF) distributions as recognized obligations of the former redevelopment agency. Anticipated in FY 2017-18 and FY 2018-19 are \$2.53 million and \$2.80 million, respectively, in General Fund monies from the \$9.2 million original loan plus interest.

The budget figures presented represent the net impact to the General Fund after setting aside 20% of the loan repayments into the Housing Assets Fund in accordance with State law. The mechanics of receiving the loan repayments requires receipt of the entire proceeds into the General Fund along with a transfer of the required amounts



# City of Santa Fe Springs

City Council Meeting

June 28, 2018

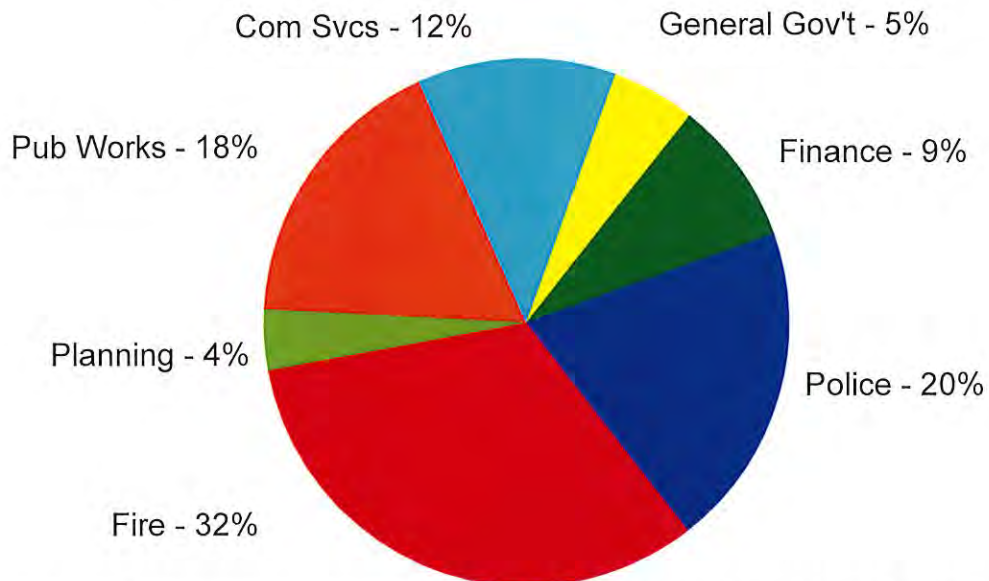
into the Housing Assets Fund.

## Expenditures

Overall, General Fund expenditures and fund transfers are expected to total approximately \$50.9 million in FY 2018-19, or about \$4.9 million greater than the final estimate for FY 2017-18 of \$46.0 million. This is largely the result of departmental savings realized in FY 2017-18 due to a number of employee retirements during the year along with the elimination of CIP funding for FY 2017-18.

Departmental expenditures, net of applied revenues, are estimated at \$47.3 million in FY 2018-19. As noted above, budgeted labor costs for FY 2018-19 have declined from the original FY 2017-18 budget, however, the overall growth in the operating departments is the result of increasing required contributions towards the City's unfunded pension liabilities. The three largest department expenditure components (based on gross expenditures) are Fire, Police, and Public Works. Combined, the amounts spent on public safety (Police and Fire-Rescue Departments) account for slightly more than half of the City's operating expenditures.

### **FY 2018-19 Departmental Expenditures - \$47.3 Million \***



\*Amount is net of applied revenues. Pie chart illustrates department budgets prior to applied revenues.





# City of Santa Fe Springs

City Council Meeting

June 28, 2018

## **Proposed Changes To Close Budget Deficit for FY 2018-19**

Based on meeting with the Council Budget Subcommittees, a number of actions are suggested as a means to preserve the General Fund's existing unassigned reserve fund balance of \$21.9 million through the end of FY 2018-19. The anticipated net increase for FY 2017-18 is recommended to be set-aside for a number of uses, some of which can be used in FY 2018-19 to offset the structural deficit.

The recommended actions for **FY 2017-18** consist of the following:

**Unadjusted Projected Decline in Unassigned Fund Balance** **(\$ 723,300)**

### Recommended Actions:

Use the Successor Agency loan repayment to offset the projected decline in fund balance and provide additional funding	\$ 2,526,800
Restore a portion of the transfer to the CIP Fund	(852,500)
Reduce the budgeted transfer from the Employee Benefits Fund by \$147,800 from \$892,800 to \$745,000 and set aside an additional \$300,000 for anticipated retirements in FY 2018-19	(447,800)
Reduce the transfer from the Insurance Stabilization Fund by \$300,000 from \$473,700 to 173,700	(300,000)
Restore a portion of the Equipment Replacement Fund funding originally planned for FY 2017-18	(200,000)
Miscellaneous adjustments to department expenditures	(3,200)
<b>Total Recommended Actions</b>	<b><u>\$ (723,300)</u></b>

**Adjusted Change in Projected Unassigned Fund Balance** **\$ -**

These actions will: (1) partially restore a portion of the transfers and set-asides that were planned for FY 2017-18 prior to the June 2017 actions to reduce the budget deficit, (2) reduce transfers into the General Fund which were not originally planned but were part of the June 2017 revision to reduce the budget deficit, and (3) set aside additional funds which can be used in FY 2018-19 as part of reducing the budget deficit.





# City of Santa Fe Springs

City Council Meeting

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The recommended actions for **FY 2018-19** consist of the following:

**Unadjusted Projected Change in Unassigned Fund Balance** **(\$5,817,800)**

Recommended Actions:

Use the Successor Agency loan repayment to offset a portion of projected decline in fund balance	\$ 2,800,000
Reduce the planned CIP transfer by \$1.8 million from \$2.8 million To \$1.0 million	1,800,000
Utilize General Fund fund balance which was assigned for Economic Contingencies in FY 2015-16	530,000
Utilize funds from the Employee Benefits Fund to cover anticipated costs of employee retirements during FY 2018-19	500,000
Utilize funds from the Insurance Stabilization Fund to offset costs of the General Fund's Risk Management Activity	376,800
Reduce originally reported transfer from Waste Management Fund	(167,300)
Adjust department expenditures to eliminate one part-time position to and create one full-time position	(\$44,700)
Adjusted other miscellaneous expenditure accounts	<u>23,000</u>
<b>Total Recommended Actions</b>	<b>\$5,817,800</b>

**Adjusted Change in Projected Unassigned Fund Balance** **\$ \_\_\_\_\_ -**

These actions, although not sustainable over the long-run, will allow the City to preserve the General Fund unassigned reserves for one final year while revenue options are considered. The receipt of the loan payment will be the third annual installment of four total repayments anticipated, with the final payment expected in June 2020. In addition, the set-aside funds (Equipment Replacement, Insurance Stabilization, and Employee Benefits) will go from approximately \$2.9 million in June 2017 to less than \$750,000 by June 2019.

The recommended actions also include the elimination of one part-time Administrative Intern and the addition of a full-time City Clerk Technician. The net cost of these personnel related actions is an additional cost of approximately \$44,700.

Lastly, the originally published budget book also contained a couple items which require correction, including the transfer from the Waste Management Fund, which needs to be reduced by \$167,300 due to the level of eligible expenditures. In addition, other miscellaneous corrections were noted which amounted to \$23,000 in expenditure savings.





# *City of Santa Fe Springs*

City Council Meeting

June 28, 2018

## **PROPOSED BUDGET: FY 2018-19 (WATER UTILITY)**

Metered water revenues for the Water Utility are expected to be \$13.5 million for FY 2018-19, an increase of \$250,000 (1.9%) over the final estimate for FY 2017-18. Operating expenditures total \$12.4 million for FY 2018-19, which is slightly lower than the mid-year budget amount for FY 2017-18. The FY 2017-18 final estimate for operating expenditures is \$11.8 million as a result of savings primarily due to retirements/vacancies and also from savings in a variety of budget line items.

Overall, the final estimate for FY 2017-18 shows an anticipated increase in available funds of \$1.5 million. As noted above, this amount is recommended to be added to the Water CIP reserve. For FY 2018-19 the proposed budget document shows an anticipated increase of \$1.1 million in available funds, however, a recent rate increase in purchased water has caused the budget for this line item to increase by \$375,100. The net effect is an anticipated increase in available funds of \$760,700. Again, the recommendation is to set aside these funds into the Water CIP reserve.

## **CONCLUSION**

As has been made clear over the last few years, the City has been in transition due to the hard-learned lessons of the "Great Recession" and the devastating loss of Redevelopment. These losses are now compounded by dramatically increasing required contributions towards the City's unfunded pension liabilities. The overall challenge of the last few years has been, how can the organization emulate the wonderful achievements and outcomes of the past in an environment where we have dramatically fewer fiscal resources and as a result, fewer human resources? Achieving the same outcomes with fewer fiscal resources requires changing the way we do things in order to gain greater efficiencies.

Although the City has accomplished much of this over the past several fiscal years, the structural deficit continues to grow. The City has been able to protect the level of General Fund reserves through the receipt of non-recurring sources and deferral of CIP funding. The non-recurring sources will be depleted over the next two fiscal years and the deferral of CIP funding reduces available resources to deal with the City's infrastructure needs. In short, significant changes in the City's budget structure are required over the next year to deal with the structural deficit in the long-term.

Proposed revenue options include a City sales tax which is under consideration for the November 2018 general election. If the City is unable to produce additional revenues, significant cuts in operating expenditures would be necessary to balance the structural deficit.

## **RECOMMENDED ACTIONS**

There are a number of actions recommended, including those that are part of the



# City of Santa Fe Springs

City Council Meeting

June 28, 2018

broader budget adoption:

1. Adopt the FY 2018-19 Proposed Budget for the City, Water Utility Authority, Successor Agency, and Housing Successor Agency, as detailed in the proposed budget document and adjusted as discussed in this report. (This includes all the forecasted revenue estimates, expenditure allocations, and related transfers.);
2. Adopt the FY 2017-18 Final Estimated Revenues and Expenditures as the revised budget amounts for FY 2017-18;
3. Approve the transfer of the State required 20% set aside from loan repayments received from the Redevelopment Property Tax Trust Fund (RPTTF) to the Housing Assets Fund.
4. Approve the following changes to the City Salary Schedule:
  - a. Add one (1) Full-Time City Clerk Technician (General Government – City Manager's Office). The salary range and job specifications are attached to this report.
  - b. Upon filling the City Clerk Technician position, eliminate one (1) Part-Time Administrative Intern (General Government – City Manager's Office).

A handwritten signature in black ink, reading "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

Attachments:

Salary range for City Clerk Technician  
Job specification for City Clerk Technician



City Clerk Technician (Class Code 17410)

<u>Step</u>	<u>Non-Physical Fitness</u>			<u>With Physical Fitness</u>		
	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>B-Weekly</u>	<u>Hourly</u>
A-1	4,106.745	1,895.421	23.693	4,332.824	1,999.765	24.997
B-2	4,332.824	1,999.765	24.997	4,571.700	2,110.015	26.375
C-3	4,571.700	2,110.015	26.375	4,822.306	2,225.680	27.821
D-4	4,822.306	2,225.680	27.821	5,091.041	2,349.711	29.371
E-5	5,091.041	2,349.711	29.371	5,365.109	2,476.204	30.952

**CITY OF SANTA FE SPRINGS  
CITY CLERK TECHNICIAN**

**FLSA Status: Non-Exempt**

**Job Code: 17410**

**Bargaining Unit: Confidential**

**Date Prepared: 06/06/18**

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**POSITION PURPOSE:**

Under general direction performs a variety of highly responsible, complex, and sensitive functions in the City Clerk's Office; relieves the City Clerk of a variety specialized office duties. An incumbent in this classification must have an in-depth knowledge of municipal clerk operations, policies, and procedures and demonstrate a high level of sensitivity, tact, discretion, and professionalism in executing assigned duties. The City Clerk Technician is distinguished from other administrative support classifications by its specific assignment to the City Clerk's Office and the resulting involvement in specialized and highly responsible functions.

**SUPERVISION RECEIVED:**

Receives general direction from the City Clerk.

**SUPERVISION EXERCISED:**

None.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

**A. Held in Common:**

1. Supports the Mission of the City and its Elected and Appointed Officials.  
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

**B. Essential Job Specific Duties:**

1. Attends City Council meetings as needed and study sessions; takes and transcribes meeting minutes for the City Council Meetings and Oversight Board; reads City Proclamations at meetings; counts votes on items before the Council/Commission.
2. Assists with the preparation, assembly, printing and distribution of City Council and agency agenda packets; coordinates with the department representatives to ensure that agenda items are received by the established deadline and meets appropriate format requirements.
3. Assists with the preparation and coordinates the publication, posting and distribution of legal notices for public meetings and hearings; assures that the legal requirements are met for publication and posting of agenda and notices.
4. Transcribes City Council meeting minutes to create the official records; assists with the indexing, retention, and retrieval of documents related to the City Council proceedings; ensures documents are in the correct form, include required attachments and obtains appropriate signatures prior to recording or sending elsewhere for further action.
5. Responds to inquiries from elected officials, City management and staff, the general public regarding City Council actions, official records, procedures and laws; researches and compiles data for special projects and reports, as needed.
6. Provides assistance to the public and City staff by helping to identify records and information relevant to public records requests and ensures timely response to all requests.
7. Receives economic interest statements and campaign filings for elected and appointed officials, employees and contractors; assists with tracking status, maintain logs and generating notices to designated filers.
8. Receives and processes claims against the City, subpoenas, and summons; assists with the timely processing of legal documents such as agreements, contracts, deeds, resolutions and ordinances.
9. Assist with tracking board, committee and commission appointments.
10. Types a variety of materials, including those of a sensitive or confidential nature; performs a variety of administrative support tasks such as photocopying information, answering telephone calls, and maintaining records and files.
11. Answers incoming calls and routes individuals to appropriate staff; screens, sorts, distributes and prepares office mail.



12. Prepares, processes and tracks invoices for services and materials; maintains department office supplies.
13. Performs related duties as required.

**REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.*

**Knowledge of:**

City office policies and procedures.  
Federal, state, and local laws, codes, and regulations for all areas of responsibility  
Freedom of Information Act, California Public Records Act, Brown Act, Political Reform Act.  
State approved election procedures.  
Terminology pertaining to document recording, maps, and elections.  
English usage, spelling, grammar, and punctuation.  
Modern office procedures and equipment including computers.  
Word processing, spreadsheet, presentation, specialized electronic records management software and other related software applications.

**Ability to:**

Interpret, explain, and apply division policies and procedures and pertinent federal, state and local laws, codes and regulations  
File a variety of legal documents.  
Research information; retrieve and compile data.  
Prepare reports and maintain records.  
Operate and use modern office equipment at a speed necessary for successful job performance.  
Administer and prioritize multiple tasks, projects, and deadlines.  
Assess, analyze, identify, and recommend solutions to problems.  
Communicate effectively verbally and in writing.  
Work with accuracy and attention to detail.  
Maintain professionalism and composure at all times, including stressful situations and handle disputes and complaints in calm, courteous and tactful manner  
Establish and maintain effective working relationships with other people.

**EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:*

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.

- Three (3) years of experience in a municipal city clerk's office.
- A valid State of California driver's license and an acceptable driving record.

**WORKING CONDITIONS:**

*The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.*

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.*

- *Sit for extended periods of time.*
- *Stand, walk, squat, stoop, kneel, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*



# **City of Santa Fe Springs**

City Council Meeting

June 28, 2018

## **PRESENTATION**

Presentation of 2018 Miss Santa Fe Springs Pageant Queens and Princesses.

## **RECOMMENDATION:**

The Mayor may wish to call upon Raelene Barraza, Public Affairs Assistant, to assist with this presentation.

## **BACKGROUND**

The Miss Santa Fe Springs pageant was held on May 11, 2018 at the Clarke Estate under the direction of newly appointed pageant director, Monique Barraza Gutierrez. All of the young ladies from local high schools in the community that participated in the pageant were able to receive small scholarships. That evening two queens and three princesses were crowned, each young lady that was awarded had a background of countless hours of volunteer service and held a 3.5 grade point average or higher.

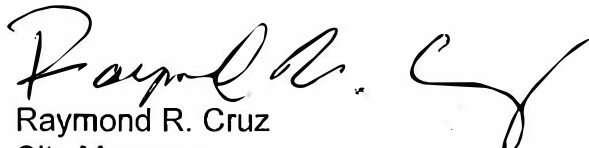
2018 Queen – Alison Sanchez (Senior at Santa Fe High School)

2018-2019 Queen – Bella Diaz (Junior at St. Paul High School)

Princess – Lexi Valenzuela (Junior at St. Paul High School)

Princess – Emily Coppin (Freshman at Santa Fe High School)

Princess – Jennisa Casillas (Senior at Santa Fe High School)

  
Raymond R. Cruz  
City Manager

## **Attachment(s):**

None





# *City of Santa Fe Springs*

City Council Meeting

June 28, 2018

## **PRESENTATION**

Presentation to Milestone Event Celebrants.

### **RECOMMENDATION:**

The Mayor may wish to call upon Raelene Barraza, Public Affairs Assistant, to assist with this presentation.

### **BACKGROUND**

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Sean and Carol Walsh – 25<sup>th</sup> Anniversary

Martha Cecilia Walsh. – 80<sup>th</sup> Birthday

Manuel Raigosa – 90<sup>th</sup> Birthday

Yoshi Komaki – 97<sup>th</sup> Birthday

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

### **Attachment(s):**

None



# *City of Santa Fe Springs*

*City Council Meeting*

*June 28, 2018*

## **PRESENTATION**

Recognition of 2018 Beautification Committee Awards Program Recipients

## **RECOMMENDATION**

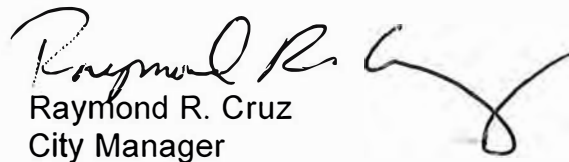
That the City Council recognize the 2018 Beautification Committee Awards Program Recipients.

## **BACKGROUND**

The Beautification Committee is comprised of City residents, who each May tour the community in an effort to locate and recognize homeowners and businesses that exhibit pride in the appearance of their property. This pride is reflected in property improvements and meticulous landscaping. The primary purpose of the Beautification Awards program is to encourage maintenance of personal and commercial properties in an effort to boost property values throughout the City.

This year, 10 residences and 10 businesses were selected by the Beautification Committee as having met the exceptionally high and demanding standards to receive a Beautification Award. The award recipients will receive a plaque with a commemorative photograph of their property, as well as a yard sign indicating that their house or business is among the most visually appealing and exquisitely maintained properties in the City of Santa Fe Springs and has earned the right to be called a Beautification Award Winner.

The Mayor may wish to call upon Adam Matsumoto, Parks and Recreation Manager, to assist with the presentation.

  
Raymond R. Cruz  
City Manager

## **Attachment:**

List of 2018 Residential and Business Recipients of the Beautification Awards

## **2018 Beautification Committee Award Recipients**

### **BUSINESS RECIPIENTS**

1. Hydrofarm - 12991 Leffingwell Rd.
2. Bumble Bee Seafoods - 13100 Artic Circle
3. Southern Glazer's Wine and Spirits - 13500 Foster Rd.
4. Phoenix Custom Packaging -13208 Artic Circle
5. Mid West Fabricating Co. - 8723 Dice Rd.
6. Western Water Works Supply Co. - 12247 Lakeland Rd.
7. Coast Iron and Steel - 12300 Lakeland Rd.
8. Winwater - 10244 Freeman Ave.
9. Warren Distributing Inc. - 8623 Dice Rd.
10. AYC LLC - 12717 Ann St.

### **RESIDENTIAL RECIPIENTS**

1. Guadalupe Diaz - 11222 Roma St.
2. Jose and Rosamaria Gomez - 10329 Gridley Rd.
3. Barbara Endicott - 10402 Gridley Rd.
4. Alma Ruvalcaba - 11703 Roma St.
5. Randy and Patricia Boudreau - 11722 Idalene St.
6. John and Christina Sarno - 10372 Longworth Ave.
7. Eduardo and Efren Gonzalez - 11307 Darcy St.
8. Jose and Veronica Bonilla - 11731 Clarkman St.
9. Kirk and Marie Broomall - 11734 Dunning St.
10. William and Beth Raff - 11119 Ringwood Ave.





# *City of Santa Fe Springs*

*City Council Meeting*

*June 28, 2018*

## **PROCLAMATION**

Proclaiming Month of July 2018 as "Parks Make Life Better" in Santa Fe Springs

## **RECOMMENDATION**

That the City Council proclaim the month of July 2018 as "Parks Make Life Better" in Santa Fe Springs.

## **BACKGROUND**

The California Parks and Recreation Society (CPRS) celebrates "Parks Make Life Better" during the month of July across the state of California and beyond. "Parks Make Life Better" consists of a promise and campaign message.

### **Our Promise:**

Parks and Recreation makes lives and communities better now and in the future by providing access to the serenity and inspiration of nature; outdoor space to play & exercise; facilities for self-directed & organized recreation; positive alternatives for youth which help lower crime & mischief; activities that facilitate social connections, human development, therapy, the arts, & lifelong learning.

### **Campaign Message:**

The campaign has 6 core message concepts: Play, Nature, Exercise, Positive Spaces, Gathering Places, and Forever.

- Play - Safe, Outdoor Space
  - "For us, the biggest benefit is a safe, outdoor play space for our kids today... and as they grow."
- Nature - Beauty and Serenity
  - "Being in nature makes me feel alive. I feel lucky to have this beautiful, serene place so close to home. I want my grandkids to have the same appreciation for parks."
- Exercise - Healthy Movement
  - "Parks are made for moving at your own pace – our family walks, plays and cycles. The recreation programs make it easy to stay healthy."
- Positive Spaces - Free-time Fun
  - "My neighborhood park is more than a place to chill. It keeps me thinking straight and away from trouble. It's free -- and it's really fun."
- Gathering Places - Socializing and Learning
  - "Parks are like holidays, bringing us together to share good times. They are the common ground that connects us all."
- Forever - Valued today and always
  - "Parks enrich our lives. They add value to our homes and neighborhoods. Individually and as a community, we'll always have that need."

Report Submitted By: Maricela Balderas/Adam Matsumoto Date of Report: June 21, 2018  
Department of Community Services

**ITEM NO. 25D**



## *City of Santa Fe Springs*

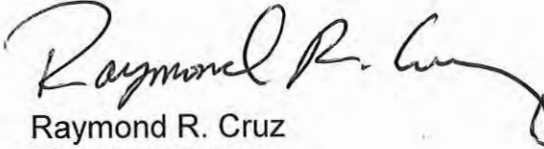
*City Council Meeting*

*June 28, 2018*

This summer the City of Santa Fe Springs will be celebrating "Park Make Life Better" through our aquatics program, summer camp, youth and adult sports leagues, youth sports tournaments, park beach trips and extended hours at the parks.

As we observe the month of July as "Parks Make Life Better", we acknowledge the contributions of the employees and volunteers throughout the City who assist parks and recreation programming. These dedicated supporters keep public parks clean and safe for visitors; they organize and coach youth sports teams, provide recreation and leisure activities to stimulate and create physical and emotional growth for all segments of the community, and advocate for open space preservation. Additionally, they ensure that public parks and recreation facilities are safe and accessible places for all citizens to "play."

The Mayor may wish to call upon Adam Matsumoto, Parks and Recreation Manager, to assist with the presentation.

  
Raymond R. Cruz  
City Manager

Attachment

July 2018 – "Parks Make Life Better" Proclamation

**WHEREAS**, Parks and Recreation makes lives and communities better now and in the future; and

**WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of Santa Fe Springs; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and also improve the mental and emotional health of all residents; and

**WHEREAS**, the residents of Santa Fe Springs including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, open space, sports fields, facilities and programs including Santa Fe Springs, Little Lake, Lakeview, and Los Nietos Parks provided by the City of Santa Fe Springs.

**WHEREAS**, the City of Santa Fe Springs City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods.

**NOW, THEREFORE**, be it resolve that I, Jay Sarno, Mayor of the City of Santa Fe Springs, proclaim July 2018 as

**“Parks Make Life Better” Month**

The City of Santa Fe Springs urges all its citizens to use and enjoy its parks, facilities and recreation opportunities.

Dated this 28<sup>th</sup> day of June 2018

---

Jay Sarno, MAYOR

ATTEST:

---

Janet Martinez, CITY CLERK





**APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

Committee Re-appointments

**RECOMMENDATION:**

That the City Council re-appoint interested committee members to City Council Advisory Committees.

According to the standard committee bylaws, one-half of the membership of each City Council Advisory Committee will have terms expiring June 30 of odd-numbered years and one-half of the membership will have terms expiring June 30 of even-numbered years. The terms were originally picked by random drawing.

Attached are re-appointment lists showing the names of those committee members whose terms expired on June 30, 2018. There are three columns under each committee heading. The left column lists the names of those members who are requesting re-appointment. The column on the right lists those members whose terms are up, but are not interested in re-appointment.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz  
City Manager

**Attachments:**

Committee Re-appointment Lists

**JAY SARNO**  
**RE-APPOINTMENT LIST**

Committee	Interested	Not Interested	Not Responded
Family & Human Services	Linda Vallejo		
Heritage Arts	Francis Carbajal		
Parks & Recreation	Rudy Lagarreta Jr.		
Senior Citizens	Yoko Nakamura		
	Linda Vallejo		
Sister City	Jeannette Wolfe		

**JOE ANGEL ZAMORA**  
**RE-APPOINTMENT LIST**

<b>Committee</b>	<b>Interested</b>	<b>Not Interested</b>	<b>Not Responded</b>
<b>Beautification</b>	Mary Reed		
	Charlotte Zevallos		
	Doris Yarwood		
<b>Family &amp; Human Services</b>	Gaby Garcia		
<b>Heritage Arts</b>	Larry Oblea		
<b>Historical</b>	Larry Oblea		
<b>Parks &amp; Recreation</b>	Michael Givens		
	Ruben Gonzalez		
	Frank Aguayo Sr.		
<b>Senior Citizens</b>	Dolores Duran		
	Elena Lopez Armendariz		
	Rebecca Lira		
<b>Sister City</b>	Charlotte Zevallos		



**JUANITA TRUJILLO**  
**RE-APPOINTMENT LIST**

<b>Committee</b>	<b>Interested</b>	<b>Not Interested</b>	<b>Not Responded</b>
<b>Beautification</b>	AJ Hayes		
	Margaret Bustos		
<b>Family &amp; Human Services</b>	Dolores H. Romero		
	Laurie Rios		
<b>Heritage Arts</b>	AJ Hayes		
<b>Parks &amp; Recreation</b>	Andrea Lopez		
<b>Sister City</b>	Andrea Lopez		
<b>Youth Leadership</b>	Bernardo Landin		
	Ionnis Panou		

**RICHARD MOORE**  
**RE-APPOINTMENT LIST**

<b>Committee</b>	<b>Interested</b>	<b>Not Interested</b>	<b>Not Responded</b>
<b>Beautification</b>	Juliet Ray		
<b>Family &amp; Human Services</b>	Miriam Herrera		
	Martha Villanueva		
	Margaret Bustos		
<b>Heritage Arts</b>	Laurie Rios		
<b>Historical</b>	Astrid Shesterkin		
	Tony Reyes		
<b>Senior Citizens</b>	Paul Nakamura		
<b>Sister City</b>	Martha Villanueva		
	Laurie Rios		

\*Per the committee by-laws, once a committee member graduates from High school, his/her term will end June 30<sup>th</sup> following graduation.

**WILLIAM ROUNDS**  
**RE-APPOINTMENT LIST**

<b>Committee</b>	<b>Interested</b>	<b>Not Interested</b>	<b>Not Responded</b>
<b>Beautification</b>	Sadie Calderon		
<b>Family &amp; Human Services</b>	Annette Rodriguez		
<b>Heritage Arts</b>	Pauline Moore		
<b>Parks &amp; Recreation</b>	Kenneth Arnold		
	Mary Anderson		
	Johana Coca		
<b>Senior Citizens</b>	Bonnie Fox		
<b>Sister City</b>	Manny Zevallos		
	Susan Johnston		
<b>Youth Leadership</b>	Andrew Chavez		
	Walter Alvarez		
	Valerie Yvette Gonzales		





# City of Santa Fe Springs

City Council Meeting

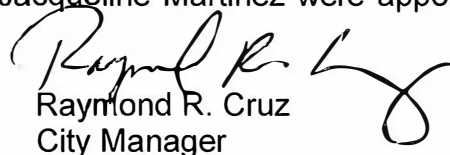
June 28, 2018

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	2	Moore
Beautification	1	Rounds
Beautification	4	Sarno
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
Youth Leadership Committee	1	Trujillo

**Applications Received:** None

**Recent Actions:** Francis Carbajal and Jacqueline Martinez were appointed to the Beautification Committee.

  
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 4/19/18

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
<b>Moore</b>	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	Francis Carbajal	
	Vacant	
	Vacant	
<b>Zamora</b>	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Vacant	(19)
<b>Rounds</b>	Sadie Calderon	(18)
	Vacant	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Jeanette Wolfe	(19)
<b>Sarno</b>	Vacant	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
<b>Trujillo</b>	Jacqueline Martinez	(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
<b>Moore</b>	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
<b>Zamora</b>	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Sarno</b>	<b>Vacant</b>	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
<b>Trujillo</b>	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

**Organizational Representatives:** Nancy Stowe  
(Up to 5) Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

## 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	6/30/2018
Zamora	Larry Oblea	6/30/2018
Rounds	Pauline Moore	6/30/2018
Sarno	Francis Carbajal	6/30/2018
Trujillo	AJ Hayes	6/30/2018

### Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2018
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
<b>Moore</b>	Astrid Shesterkin	(18)
	Tony Reyes	(18)
	Amparo Oblea	(19)
	George Felix, Jr.	(19)
<b>Zamora</b>	Francis Carbajal	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
	Larry Oblea	(18)
<b>Rounds</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Mark Scoggins*	(19)
	Janice Smith	(19)
<b>Sarno</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Sally Gaitan	(19)
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	Merrie Hathaway	(19)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*



# PARKS & RECREATION ADVISORY COMMITTEE

updated 2/2/18

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

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
<b>Moore</b>	<b>Vacant</b>	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
<b>Zamora</b>	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
<b>Sarno</b>	Rudy Lagarreta Jr.	(18)
	<b>Vacant</b>	(18)
	Lisa Garcia	(19)
	<b>Vacant</b>	(18)
	David Diaz-Infante	(19)
<b>Trujillo</b>	Dolores Romero	(19)
	Andrea Lopez	(19)
	Lydia Gonzalez	(19)
	Anthony Ambros	(19)
	<b>Vacant</b>	(19)

*\*Indicates person currently serves on three committees*

## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

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

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

## PLANNING COMMISSION

updated 10/17/17

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

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

Membership: 5

### APPOINTED BY

### NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez



## SENIOR ADVISORY COMMITTEE

updated 10/9/2017

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

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Paul Nakamura	(18)
	Astrid Shasterkin	(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 Hultron	(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 Rice	(18)
	Mary K. Reed	(19)
	Peggy Radounis	(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 Radounis	(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
<b>Moore</b>	Richard Aguilar	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
<b>Zamora</b>	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
<b>Rounds</b>	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
<b>Sarno</b>	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
<b>Trujillo</b>	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	<b>Vacant</b>	(18)