



AGENDA

SPECIAL MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**June 13, 2019
5:30 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

**John Mora, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor**

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

1. CALL TO ORDER

2. ROLL CALL

John Mora, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor

HOUSING SUCCESSOR

3. CONSENT AGENDA

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

Minutes of the May 9, 2019 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

4. CONSENT AGENDA

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

Minutes of the May 9, 2019 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

5. CONSENT AGENDA

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

Minutes of the May 9, 2019 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

PUBLIC HEARING

6. Resolution No. 9634 – Canceling the City's Approved Community Development Block Grant (CDBG) Program for Fiscal Year 2018/19 and Reallocating the Fiscal Year 2018/19 Grant to the CDBG Revolving Fund (Public Works)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and

thereafter closet he Public Hearing;

- Adopt Resolution No. 9634 Cancelling the Approved Fiscal Year (FY) 2018/19 CDBG Allocation to Residential Streets Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDBG Revolving Fund; and
- Authorize the City Manager to execute the Agreement to transfer the FY 2018/19 CDBG Funds to the CDBG Revolving Fund for later use on CDBG eligible projects.

NEW BUSINESS

7. Introduction and Discussion of City's Proposed Fiscal Year 2019-20 Budget and Related Items (Finance)

Recommendation:

- Give staff direction regarding revenue and expenditure matters included in the Fiscal Year 2019-20 proposed budget.

8. Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020 (Community Services)

Recommendation:

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020; and
- Authorize the Mayor to execute the In-kind Services Agreement.

9. Amendment Number One to Lease Agreements between City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Child Care Center (Community Services)

Recommendation:

- Approve Amendment Number One to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center; and
- Authorize the Mayor to execute Amendment Number One to Lease Agreement.

10. Painter Avenue Street Improvements – Award of Contract (Public Works)

Recommendation:

- Appropriate \$115,000 from Bond Capital Improvement Fund to Painter Avenue Street Improvements (Activity No. 455-397-S042);
- Accept the bids; and
- Award a contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$555,434.00.

11. Agreement for Acquisition of Real Property (APN 8069-006-004) for Rosecrans Avenue/Valley View Avenue Intersection Improvement Project (Public Works)

Recommendation:

- Approval of the Agreement between the City of Santa Fe Springs (City) and Tabello Bros., Inc., for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) 8069-006-004) in the amount of \$35,000 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to execute the agreement for acquisition of Real Property between the City of Tabello Bros., Inc.

12. Agreement for Acquisition of Real Property (APN 7001-012-039) for Alondra Boulevard/Valley View Avenue Intersection Improvement Project (Public Works)

Recommendation:

- Approval of the Agreement between the City of Santa Fe Springs and Link Alondra Center, LLC, for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) (7001-012-039) in the amount of \$82,000 for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to execute the agreement for acquisition of real property between the City and Link Alondra Center, LLC.

13. Approval of Parcel Map No. 78232 - located at Northwest Corner of Telegraph Road and Santa Fe Springs Road (Public Works)

Recommendation:

- Approve Parcel Map No. 78232;
- Find that Parcel Map No. 78232 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 78232.

14. Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) funds for the purchase of replacement fire hose for the Department of Fire-Rescue (Fire Department)

Recommendation:

- Accept FEMA Assistance to Firefighters Grant funds in the amount of \$80,424.93, and authorize the purchase of replacement fire hose for the Department of Fire-Rescue from ALLSTAR Fire Equipment, Inc.

15. Consideration of Amendment Number One to Agreement with Sagecrest Planning + Environmental to Extend the Agreement on a Month-to-Month Basis (Planning)

Recommendation:

- Approve Amendment Number One to the Agreement with Sagecrest Planning + Environmental to extend the Agreement term on a month-to-month basis.
- Authorize the Mayor to execute Amendment Number One.

City of Santa Fe Springs

Special Meetings

June 13, 2019

16. Partnership Agreement between the City of Santa Fe Springs and University of La Verne (City Clerk)

Recommendation:

- Approve the agreement with the University of La Verne; and
- Authorize the Mayor to execute the agreement.

17. Authorize the Purchase of Tables from Mity-Lite, Inc. by Piggybacking off of CMAS Cooperative Contract No.4-17-71-0111B (Finance)

Recommendation:

- Approve the purchase of tables from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$39,929.94 for this transaction.

CLOSED SESSION

18. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Unrepresented Employee: City Manager

CLOSED SESSION

19. CONFERENCES 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. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

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

Please note: Item Nos. 21– 30, will commence at the 7:00 p.m. hour.

21. **INVOCATION**

22. **PLEDGE OF ALLEGIANCE**

23. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

24. **ANNOUNCEMENTS**

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

26. PRESENTATIONS

- a. Recognition of 2019 Battle of the Books event winners
- b. Recognition of 2019 Beautification Committee Award program recipients
- c. Introduction of Department of Community Services New Employee – Immanuel Caldona, Administrative Clerk II
- d. Introduction of New Finance and Administrative Services, Employees, Human Resources Assistant, Brianna Esquivias and Account Clerk I, Claribel Catalan.

27. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Committee Re-Appointments

28. 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.*

29. COUNCIL COMMENTS

30. 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 24 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

June 7, 2019
Date

FOR ITEM NO. 3
PLEASE SEE ITEM NO. 5

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 5



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5

June 13, 2019

CONSENT AGENDA

Minutes of the May 9, 2019 Regular City Council Meetings

RECOMMENDATION

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- May 9, 2019

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:

1. Minutes for May 9, 2019



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 9, 2019

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

a. Minutes of the April 11, 2019 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

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

Approval of Minutes

Minutes of the April 11, 2019 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

CITY COUNCIL

5. CONSENT AGENDA

a. Minutes of the April 11, 2019 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Approve Ordinance by Title Only Pursuant to California Government Code Section 36934

Recommendation: That the City Council:

- Approve a general motion to waive full reading and approve Ordinance by title only pursuant to California Government Code Section 36934.

c. Amendment Number One to Landscape Maintenance Services Agreement

Recommendation: That the City Council:

- Approve Amendment Number One to the Landscape Maintenance Services Contract with Complete Landscape Care, Inc., effective July 1, 2019, extend the term of the contract for one (1) additional year and increase the fixed monthly compensation fee by 5%; and
- Authorize the Mayor to execute Amendment Number One with Complete Landscape Care, Inc.

d. Second Reading - Ordinance No. 1102 – Ordinance Granting a Franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets

Recommendation: That the City Council:

- Waive further reading and adopt Ordinance No. 1102, granting a franchise to Golden State Water Company for Maintenance and Operation of Pipelines in City Streets.

e. Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2019

Recommendation: That the City Council:

- Receive and file the report.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to approve Items No. 5A through 5E, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

NEW BUSINESS

6. Ann Street Improvements – Award of Contract

Recommendation: That the City Council:

- Accept the bids; and
- Award a contract to MK Construction of Orange, California, in the amount of \$558,194.00.

It was moved by Council Member Zamora, seconded by Council Member Mora, accept the bids, and award a contract to MK Construction of Orange, California, in the amount of \$558,194.00, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

7. Santa Fe Springs Road Street Improvements – Award of Contract

Recommendation: That the City Council:

- Appropriate \$70,000.00 from Bond Capital Improvement Funds to Santa Fe Springs Road Street Improvements (Activity 455-397-S042),
- 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 \$2,011,700.00.

Daniel Bustamante from Sequel Contractors, Inc. spoke in regards to Item No. 7.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to appropriate \$70,000.00 from Bond Capital Improvement Funds to Santa Fe Springs Road Street Improvements (Activity 455-397-S042), 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 \$2,011,700.00, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

8. Amendment to Fiscal Year (FY) 2018/19 Community Development Block Grant Allocation – Authorize Notice of Public Hearing

Recommendation: That the City Council:

- Authorize a Public Hearing Notice of a proposed amendment to Cancel the FY 2018/19 Community Development Block Grant (CDBG) Allocation of \$103,000 to the Residential Streets Concrete Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDBG Revolving Fund.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to authorize a Public Hearing Notice of a proposed amendment to Cancel the FY 2018/19 CDBG Allocation of \$103,000 to the Residential Streets Concrete Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDBG Revolving Fund, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

9. Authorize the Purchase of Three (3) Ford Explorers from National Auto Fleet Group by Piggybacking off of Sourcewell Cooperative Contract No. 120716-NAF

Recommendation: That the City Council:

- Authorize the purchase of (2) New 2020 Ford Explorer K7D from National Auto Fleet Group per attached quote ID 18397 R1 for \$79,328.38.
- Authorize the purchase of (1) New 2020 Ford Explorer K7B from National Auto Fleet Group per attached quote ID 18413 for \$35,236.86.
- Appropriate \$47,600.00 from General Fund reserves to fund the unbudgeted amount for these purchases.
- Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$114,565.24 for the purchase of the above vehicles.

It was moved by Council Member Mora, seconded by Council Member Rodriguez, to authorize the purchase of (2) New 2020 Ford Explorer K7D from National Auto Fleet Group per attached quote ID 18397 R1 for \$79,328.38, authorize the purchase of (1) New 2020 Ford Explorer K7B from National Auto Fleet Group per attached quote ID 18413 for \$35,236.86, appropriate \$47,600.00 from General Fund reserves to fund the unbudgeted amount for these purchases, and authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$114,565.24 for the purchase of the above vehicles, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

City Attorney Ivy M. Tsai read the following closed session titles:

CLOSED SESSION

10. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Unrepresented Employee: City Manager

CLOSED SESSION

11. CONFERENCES 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

12. CONFERENCES WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

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

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
One potential case

Mayor Trujillo recessed the meetings at 6:10 p.m.

Mayor Trujillo convened the meeting at 7:08 p.m.

NEW BUSINESS (Continued)

14. Consideration of Whether or Not to Terminate the Disposition and Development Agreement, Pursuant to Section V (C) of said Agreement, entered into on November 20, 2018 by and Between the City of Santa Fe Springs, a California Municipal Corporation (City or Seller) and SFS Hospitality, LLC (Developer or Buyer) for the 1.074-acre Property Located at 10415 Telegraph Road (APN: 8009-007-931) at the southwest corner of Norwalk Boulevard and Telegraph Road, within the M-2, Heavy Manufacturing, Zone

Recommendation: That the City Council:

- Not terminate the Agreement, based on the findings of the Confirmation Site Assessment; or
- Terminate the Agreement, based on the findings of the Confirmation Site Assessment; or
- Authorize the Mayor, or designee thereof, to execute all documents, and take any actions necessary and appropriate, to extend certain provisions of the Disposition and Development Agreement.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, to not terminate the Agreement, based on the findings of the Confirmation Site Assessment, and authorize the Mayor, or designee thereof, to execute all documents, and take any actions necessary and appropriate, to extend certain provisions of the Disposition and Development Agreement, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nays: None

Absent: None

15. INVOCATION

Invocation was led by Council Member Rodriguez,

16. PLEDGE OF ALLEGIANCE

The Youth Leadership Committee led the Pledge of Allegiance.

17. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Wendy Meador from Tangram Interiors and Debbie Baker from Simpson Advertising.

18. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Santa Fe Springs Youth Sports 2019
- Hawaiian Dance, Friday, May 24, 2019
- Children's Day, Saturday, June 1, 2019

19. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz reported that he is currently preparing for meetings to discuss the budget for Fiscal Year 2019-20 and also working on the negotiations with the bargaining units. He also spoke about the City Council Goal Setting workshop scheduled Saturday, May 11, 2019 from 8:30 p.m. to 4:00 p.m.
- Public Works Director, Noe Negrete spoke about Arbor Day event at Lake Center Park, where several volunteers attended and assisted in planting 80 trees within one hour and ten minutes. West Coast Arborist noted that this year broke the record comparing to the previous record of 40 trees in one hour. In addition, he spoke about Southern California Edison Power Outage planned for the night of Saturday, May 11th in the vicinity of Roseton Street and will have the power back on Sunday morning.
- Director of Planning, Wayne Morrell spoke about the vacant lot south of Target on Florence and Laurel Avenue, the city came into an agreement with the owners of Sonic Drive-In restaurants for a sale price.
- Director of Police Services, Dino Torres spoke about the Community Block Party scheduled for Saturday May 11th, 2019 from 12-2pm at Los Nietos Park. He also spoke about the police reports compiled for the last two weeks at the Santa Fe Springs Promenade, and noted there was 11 phone calls and 76 initiated patrol checks.
- Fire Chief, Brent Hayward spoke about the MDA Fill-The-Boot 2019, scheduled for May 6, 8, and 10.
- Director of Community Services, Maricela Balderas spoke about the "Battle of the Books" program. She also announced that the Santa Fe Springs Library is collaborating with the Drama Team to put on a "Frozen" show this Monday, May 11th.

20. PRESENTATIONS

- a. Recognition of Norwalk-Santa Fe Springs Saints Youth Football & Cheer for its 2018-19 Season Accomplishments
- b. Recognition of 2019 Santa Fe Springs Art Fest Sponsors
- c. Introduction of 2019 Memorial Scholarship Program Recipients
- d. 2019 Teacher of the Year Award Recipients
- e. Every 15 Minutes – Santa Fe High School
- f. Proclaiming May 5-11, 2019 as “Municipal Clerk’s Week” in the City of Santa Fe Springs
- g. Proclaiming May 12-18, 2019, as “Law Enforcement Week”
- h. Proclaiming the month of May 2019 as “Mental Health Awareness Month” in the City of Santa Fe Springs

21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

There were no appointments at this meeting.

22. ORAL COMMUNICATIONS

Janie Aguirre and Jason Gerros spoke during Oral Communications.

23. COUNCIL COMMENTS

Council Member Mora thanked everyone for coming; also spoke about the phone call scammers that have been calling and wanted to warn the residents. He wished everyone a happy Mother’s Day.

Council Member Rodriguez congratulated the City Clerk and Public Safety Departments for their work, and wished everyone happy Mother’s Day.

Council Member Zamora thanked everyone in attendance and wished everyone a happy Mother’s day.

Mayor Pro Tem Rounds wished everyone a happy Mother’s Day.

Mayor Trujillo thanked everyone and wished everyone happy Mother’s Day.

Mayor Trujillo recessed the meetings at 9:00 p.m.

Mayor Trujillo convened the meeting at 10:32 p.m.

City Attorney Ivy M. Tsai provided a brief report on Closed Session items: No action was taken.

24. ADJOURNMENT

Mayor Juanita adjourned in memory of former resident and Los Nietos School Board Member Art Escobedo and longtime resident since 1956, Flora Lopez at 10:34 p.m.

Juanita Trujillo
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6

June 13, 2019

PUBLIC HEARING

Resolution No. 9634 – Cancelling the City's Approved Community Development Block Grant (CDBG) Program for Fiscal Year 2018/19 and Reallocating the Fiscal Year 2018/19 Grant to the CDBG Revolving Fund

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9634 Cancelling the Approved Fiscal Year (FY) 2018/19 CDBG Allocation to Residential Streets Sidewalk Improvements Project and Reallocate the FY 2018/19 Grant to the CDGB Revolving Fund; and
- Authorize the City Manager to execute the Agreement to transfer the FY 2018/19 CDBG Funds to the CDBG Revolving Fund for later use on CDBG eligible projects.

BACKGROUND

The City Council, at their meeting of September 13, 2018, adopted Resolution No. 9602 approving the allocation of the FY 2018/19 CDBG grant of \$103,000 for the Residential Street Concrete Sidewalk Improvements Project (Sidewalk Project). The Los Angeles County Community Development Commission (LACDC) subsequently approved the allocation.

The Public Works Department is scheduled to complete approximately twenty-one (21) public works projects in FY 2019/20. Furthermore, City staff is beginning to assess future city needs and projects. The development of a new Capital Improvement Plan (CIP) will prioritize all CIP projects. As a result, City staff is recommending that the City Council cancel the \$103,000 FY 2018/19 allocation of CDBG funds for the Sidewalk Project and reallocate the funds to the CDBG Revolving Fund administered by the LACDC. Doing so will allow the City to allocate funds to eligible projects effective FY 2020/21.

Staff recommends that the City Council approve Resolution No. 9634 canceling the FY 2018-2019 CDBG Allocation to Residential Streets Sidewalk Improvements Project and Reallocating the FY 2018-2019 Grant to the CDGB Revolving Fund.

FISCAL IMPACT

The reallocation of the City's FY 2018-2019 CDBG grant of \$103,000 to the CDBG Revolving Fund will allow the City to allocate funds to eligible projects effective FY 2020-2021.

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

Raymond R. Cruz
City Manager

Attachment:

Exhibit A: Resolution No. 9634

Report Submitted By: Noe Negrete
Director of Public Works

Handwritten initials in blue ink, possibly "NN".

Date of Report: June 4, 2019

RESOLUTION NO. 9634

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA CANCELLING THE CITY'S APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2018/19 AND REALLOCATING THE FISCAL YEAR 2018/19 GRANT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING FUND

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

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

WHEREAS, the Los Angeles County Community Development Grant (CDBG) Program has allocated \$103,000 in Community Development Block Grant (CDBG) funds to the City for the attainment of these goals during Fiscal Year 2018/19; and

WHEREAS, the City adopted Resolution No. 9602 approving the allocation of the Fiscal Year 2018/19 CDBG grant for the Residential Streets Sidewalk Improvements Project; and

WHEREAS, the City is currently assessing future needs and projects and developing a new Capital Improvement Plan (CIP) to prioritize CIP projects;

WHEREAS, the Community Development Commission offers participating agencies the opportunity to transfer designated funding to a revolving grant fund which will returned to the City to be used at a future time for a CDBG eligible project.

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

Section 1. That the City Council authorizes cancelling the allocation of \$103,000 of Fiscal Year 2018/19 CDBG funds to the Residential Streets Sidewalk Improvements Project; and

Section 2. That the City Council authorizes reallocating the \$103,000 of Fiscal Year 2018/19 CDBG funds to the CDBG Revolving Fund; and

Section 3. That the City Manager is authorized to approve all necessary contracts and agreements needed to reallocate the \$103,000 of Fiscal Year 2018/19 CDBG funds to the CDBG Revolving Fund.

APPROVED:
ITEM NO.:

PASSED, APPROVED and ADOPTED this 13th day of June, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7

June 13, 2019

NEW BUSINESS

Introduction and Discussion of City's Proposed Fiscal Year 2019-20 Budget and Related Items

RECOMMENDATION

Give staff direction regarding revenue and expenditure matters included in the Fiscal Year 2019-20 proposed budget.

BACKGROUND

It is my pleasure to present the fiscal year ("FY") 2019-20 proposed budget. The budget is the result of several months of work, including multiple sessions with each of the City Council Budget Subcommittees. This proposed budget presents only one year, FY 2019-20, due to the uncertainties facing the City. Ideally, a two-year budget cycle would be used and as financial stability is achieved, a two-year cycle will be considered for future budgets.

In May 2019, the City Council conducted a goal setting session which resulted in the establishment of six core priorities. The number one priority expressed by the City Council was having a balanced budget. We are pleased to report that the FY 2019-20 proposed General Fund budget is balanced. The Water Utility is expected to have a deficit, but as discussed below, a water rate study is currently underway to assess the revenue needs.

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 2nd 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



City of Santa Fe Springs

City Council Meeting

June 13, 2019

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 modest 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 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 six 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.

Over the past several fiscal years, the City experienced a structural deficit in the General Fund with operating expenditures exceeding operating revenues. As discussed above, the increase in CalPERS contributions would continue to increase the structural deficit for several years to come. The originally proposed FY 2018-19 budget reflected a structural deficit of approximately \$5.8 million. Fortunately, during the time of the structural deficit, the City was receiving loan repayments from the former redevelopment agency. These payments, along with the use of set-aside funds, allowed the City to operate without decreasing the level of General Fund available fund balance. The set-aside funds include amounts held for uses such as equipment replacement, insurance stabilization, and employee leave balances. As was noted in last year's budget presentation, this is a short-term strategy as these one-time sources were nearing an end.

The City considered a number of options to balance the structural deficit. The only option available which had the wherewithal to close the significant gap was the creation of a District Transactions and Use Tax ("TUT"). The TUT works much the same as the existing sales tax except that it is only subject to transactions delivered to customers within the City (i.e. point-of-destination) whereas sales tax applies to transactions originating within the City (i.e. point-of-sale). In November 2018 the voters of the City of Santa Fe Springs overwhelming approved the creation of a 1% TUT to take effect April 1, 2019 (Measure Y). The City expects to receive the first payment of the new tax from the California Department of Tax and Fee



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Administration ("CDTFA") in June 2019.

Due to the differences between the TUT and sales tax there is uncertainty as to the annual revenue to be generated from the new tax. Estimates range generally between \$11-13 million per year. Even with this uncertainty, the City has taken an enormous step towards the elimination of the structural deficit allowing the City to preserve existing service levels and funding for much needed capital improvements.

In addition to the TUT, the City continues to look for additional ways to ensure fiscal sustainability into the future. These include pursuing economic development opportunities, examining fees charged for services provided by the City, and continuing with cost containment measures.

Turning to the City's Water Utility, the FY 2019-20 budget projects a decline in the fund of approximately \$744,000. Revenues continue to remain relatively flat while expenditures are increasing at a faster pace. The last water rate increase implemented by the City was in August 2016 and the last increase prior to that was in March 2012. A rate study is currently underway which will examine ongoing costs and capital needs in order to determine proposed rates to ensure the long-term financial stability of the Water Utility.

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. Other options for water supply sources are also being considered, but all come with a capital investment requirement. The Water Utility is expected to have approximately \$5 million in the CIP reserve by the end of June 2019. So, while funds have been accumulated, the amount available falls well short of the 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 and maintaining 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 2019-20 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



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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 2019-20

For the FY 2018-19 final estimate, it is anticipated that there will be a \$3.5 million operating deficit with a \$3.3 million decrease in available fund balance at year-end. The operating deficit is expected to be offset by the receipt of \$5.1 million in loan repayments from the Successor Agency. The loan repayment represents the final payment of the balance owed by the former redevelopment agency. The anticipated decline in available fund balance stems from the set-aside of funds from the excess balance realized at the close of the 2017-18 fiscal year (\$3.3 million). These set-asides consist of restoring transfers that had been made in order to balance the FY 2017-18 and FY 2018-19 budgets along with establishing a trust fund for the City's unfunded liabilities and increasing the reserve for economic contingencies. In other words, the FY 2018-19 decline of available fund balance brings the General Fund back to \$21.9 million, where it was at the start of 2017-18 fiscal year. This translates to approximately 33% of general fund expenditures (excluding applied revenues).

For FY 2019-20, the operating surplus is estimated to be approximately \$4.1 million. As discussed above, Measure Y was approved by the voters in November 2018 and became effective April 1, 2019. The budget conservatively estimates the first full year of the tax to generate approximately \$10.7 million. While the City hopes that the tax will generate closer to \$13 million annually, the revenue is budgeted conservatively until actual collections can be assessed. An operating surplus is expected for the next four to five fiscal years as operating expenditures ramp up, primarily driven by the increases in CalPERS contributions. During this period, it is recommended that funds be set aside for purposes such as paying down the City's \$160 million pension and other post-employment benefit obligations, funding much needed capital improvements, and investing in economic development projects that will generate revenues into the future. In addition, transfers are proposed to be set aside in the Equipment Replacement and Employee Benefits Funds in order to accumulate resources for the replacement of vehicles and other equipment and pay for ongoing employee related obligations.

Following is a summary of the proposed budget activity for FY 2019-20, along with the mid-year and final estimated amounts for FY 2018-19:



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	Mid-Year Budget FY 2018-19	Final Estimate FY 2018-19	Proposed FY 2019-20
Sources			
Estimated General Revenues	\$ 47,388,800	\$ 49,040,200	\$ 57,771,500
Uses			
Department Expenditures	47,896,400	48,125,800	49,634,000
Non-Recurring Expenditures	838,100	661,700	1,197,500
Vehicle/Equipment Acquisition	159,700	-	-
Capital Improvement Program Funding	3,800,000	3,800,000	2,800,000
Total Uses	52,694,200	52,587,500	53,631,500
Operating Surplus / (Deficit)	\$ (5,305,400)	\$ (3,547,300)	\$ 4,140,000

Revenues / Sources

During FY 2019-20, we are expecting City General Fund revenues (not including the Water Utility Fund) to total \$57.8 million. This does not include "applied" General Fund revenues (an additional \$13.5 million) that are derived from the operations of specific departments and allocated to offset those same departmental expenditures. FY 2019-20 General Fund revenues are projected to be about \$8.7 million greater than the current year final estimate. The increase is primarily related the collection of Measure Y taxes, estimated to be approximately \$10.7 million. Additional increases in revenue are expected in rental income due to the renegotiation of the Post Office lease, development revenues due to billboard development agreements, and other revenues from the receipt of host fees from materials recycling facilities. Modest increases are also expected in property, utility users, franchise, property transfer, and vehicle in lieu taxes.

Revenue declines are expected in the property tax pass-through taxes, sales taxes, and interest earnings. The property tax pass-through taxes represent the residual taxes distributed to taxing agencies after payment of the Successor Agency obligations and fluctuate year-to-year depending on the level of obligations. Sales taxes are anticipated to drop approximately 1.5%, which is more a reflection of an unusually high amount realized during FY 2018-19, due in part to a change in the manner in which CDTFA collects and distributes sales tax. Interest earnings are expected to decline due to the final payment of the loan from the Successor Agency received in June 2019.



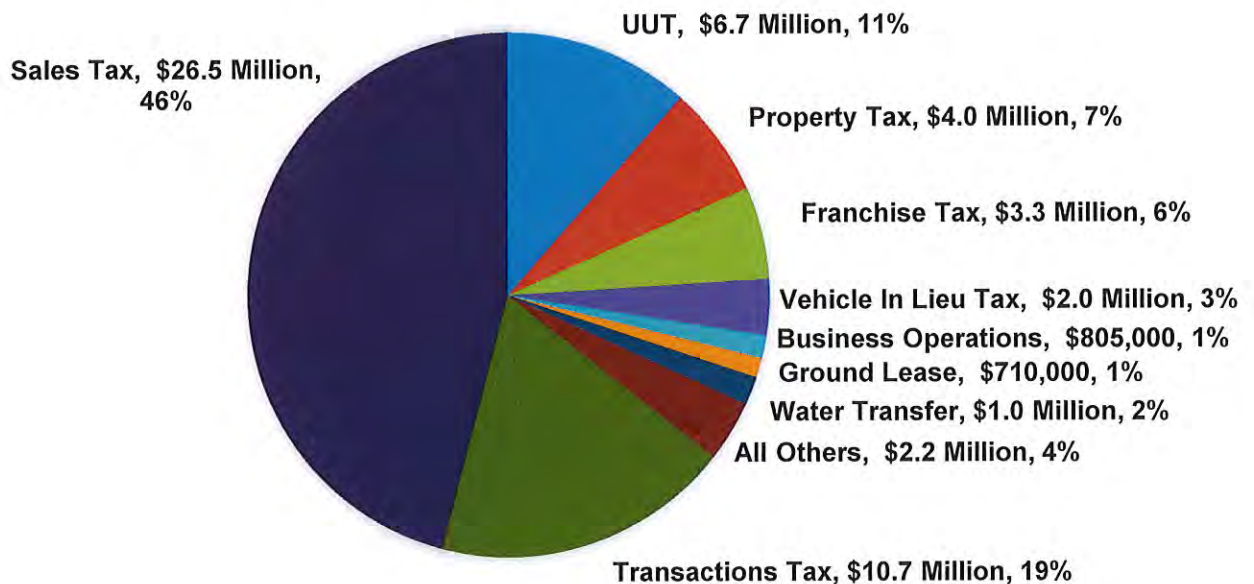
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The graph below illustrates an overall view of the City's revenues for the next fiscal year.

FY 2019-20 City Revenues - \$57.8 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 2018-19 final estimate, we anticipate an increase of almost \$1.2 million from the prior year to \$26.9 million, due in part to timing differences in how the CDTFA distributes sales tax. For FY 2019-20, collections are expected to normalize with a modest decrease (\$400,000) to \$26.5 million.

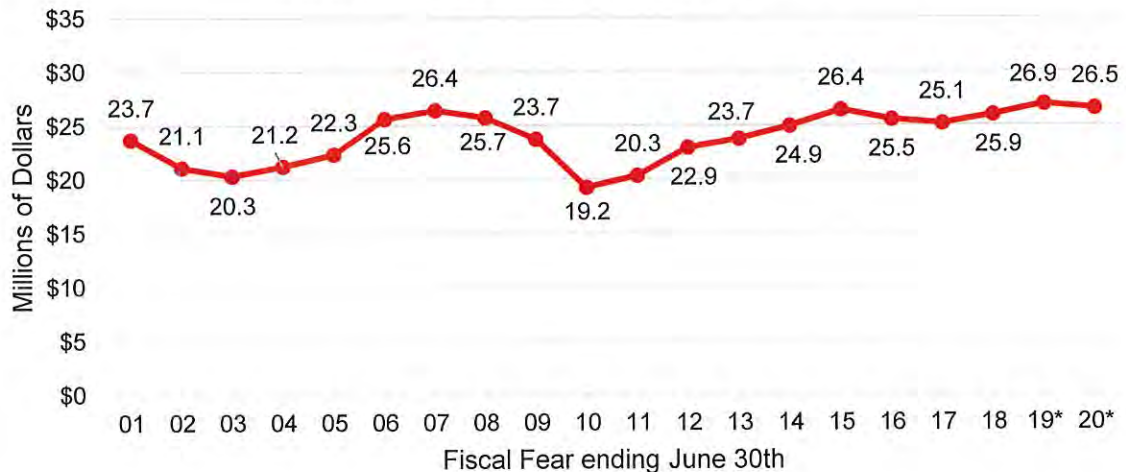


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Sales Tax Revenue History FY 2000-01 through FY 2019-20



*Estimate

Transactions & Use Tax – In November 2018 the City of Santa Fe Springs voters approved a 1% transactions and use tax. The tax became effective April 1, 2019 with the first payment to the City beginning in June 2019. Due to uncertainties in the amount of tax to be collected, the FY 2018-19 final estimate and FY 2019-20 proposed budgets are conservatively estimated at \$2.0 million and \$10.7 million, respectively. Estimates range between \$11-13 million annually and the City will closely monitor this tax as collections begin this month.

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 \$6.57 million for FY 2018-19 with a slight increase to \$6.65 million for FY 2019-20.

Other Revenues – Increases are anticipated in rental income of \$191,500 due to a renegotiated lease as well as \$200,000 increases for both development revenues and other revenues due to billboard development agreements and collection of green waste host fees, respectively. The proposed budget also includes modest anticipated increases in property taxes (\$86,000), franchise taxes (\$95,200), and motor vehicle in lieu taxes (\$66,000).



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Property tax pass through payments are expected to decline \$350,000 due to the normal fluctuation in Successor Agency obligations. The City receives a share of residual property taxes formerly allocated to the redevelopment agency after payment of obligations that have carried on after the dissolution of redevelopment agencies.

Other Sources – Included in the final estimate for FY 2018-19 is the final loan repayment stemming from the dissolution of the former redevelopment agency. The outstanding balance of principal and interest of \$6.6 million was received in June 2019.

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 into the Housing Assets Fund.

Expenditures

Overall, General Fund expenditures and operating fund transfers are expected to total approximately \$53.6 million in FY 2019-20, or about \$1.0 million greater than the final estimate for FY 2018-19 of \$52.6 million. The CIP transfer for FY 2018-19 of \$3.8 million includes an additional \$1.0 million more than the normal funding level due to a reduction of funding in FY 2017-18 based on budget constraints. After taking this into account, the departmental and non-recurring expenditures are expected to increase by approximately \$2.0 million.

Departmental expenditures, net of applied revenues, are estimated at \$49.6 million in FY 2019-20 compared to a final estimate of \$48.1 million for FY 2018-19. The increase of approximately 3% is due to a general rise in the cost of supplies, services and labor related costs, including increasing required contributions towards the City's unfunded pension liabilities.

The following chart illustrates the relative departmental expenditures:

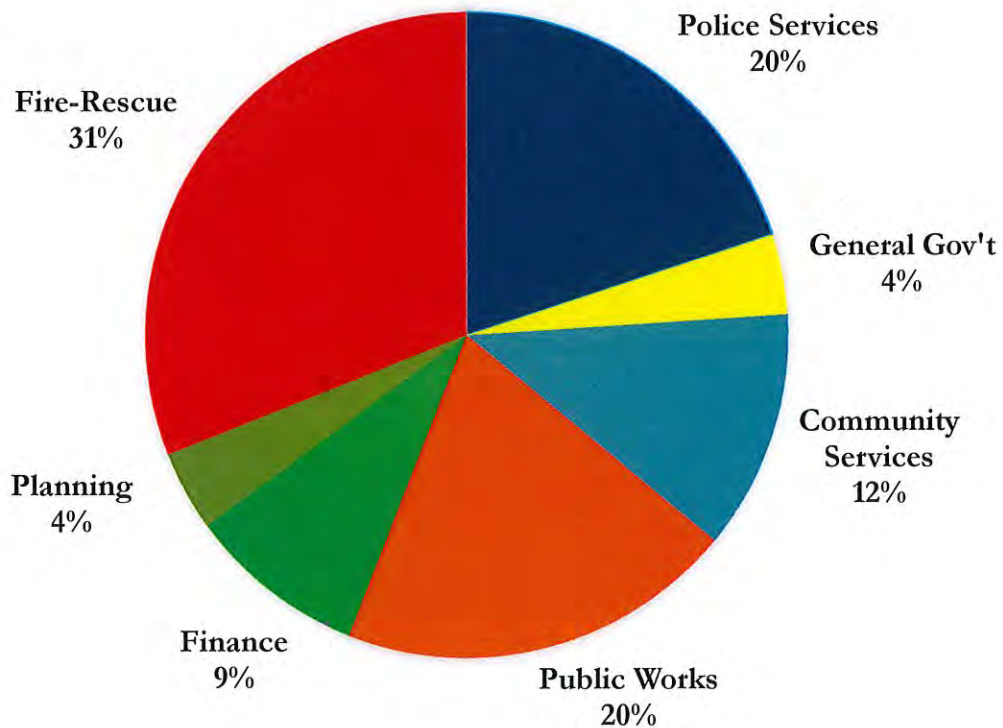


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FY 2019-20 Departmental Expenditures - \$49.6 Million *



*Amount is net of applied revenues. Pie chart illustrates department budgets prior to applied revenues.

Conclusion

As discussed in the last several budget proposals, the City experienced a worsening structural deficit. The General Fund available fund balance was able to be preserved through the use of one-time monies including loan repayments and set-aside funds as well as delaying needed funding for the capital improvement program. Conservative revenue budgeting, strict adherence to expenditure budgets, and savings from labor vacancies and turnover also contributed positively to the final results.

However, it was clear that this strategy was short-term and a long-term solution needed to be found. Indeed, the final loan repayment from the Successor Agency was received in June 2019 and the set-aside funds were on a course to be depleted by June 2020.



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The voters of Santa Fe Springs recognized the value of preserving the City's services and programs and overwhelmingly passed Measure Y in November 2018, enacting a 1% transactions tax estimated to generate \$11-13 million annually. Measure Y is expected to allow the City to preserve existing service levels indefinitely into the future. The City, however, is keenly aware that changing economic and legal conditions pose a risk to the long-term financial well-being of the City. As such, the City will remain vigilant in the areas of revenue diversification and development as well as look for efficiencies and cost savings wherever possible.

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.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

June 13, 2019

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 2019-2020

RECOMMENDATIONS

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2019-2020; and
- Authorize the Mayor to execute the In-kind Services Agreement

BACKGROUND

The City of Santa Fe Springs has been partnering with Southeast Area Social Services Funding Authority (SASSFA) for the past 40 years to provide a daily congregate and home-delivered meal program to its senior citizen population. The congregate meal program is funded in part by a grant from the Los Angeles County Area Agency on Aging (AAA) acquired by SASSFA. The congregate meal program also obtains some funding through participant donations and from the City. The meal programs provide daily nutritious lunches to older adults at the Gus Velasco Neighborhood Center (GVNC), and also prepares, packages, and delivers the meals to homebound frail elderly, and disabled residents in the community.

An In-kind Services Agreement between SASSFA and the City of Santa Fe Springs is renewed annually. This agreement allows SASSFA to utilize kitchen space at the Gus Velasco Neighborhood Center for the preparation and serving of the congregate meals. SASSFA operates at the GVNC Monday through Friday between the hours of 8:00 a.m. and noon. Furthermore, the In-kind Services Agreement serves as required documentation for SASSFA's auditing purposes and fulfills the Los Angeles County AAA grant requirement.

The term of the agreement is July 1, 2019 through June 30, 2020. The agreement is categorized by type of service - facility, office space, utilities, equipment and custodial services, which are all provided regularly to SASSFA by the City 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.

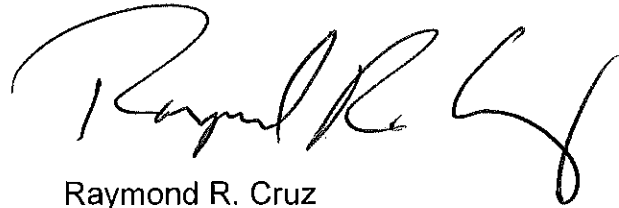
FISCAL IMPACT

The In-kind Services Agreement has no direct fiscal impact to the general fund. The agreement allows for additional resources to be offered to community residents.

LEGAL REVIEW

The City Attorney's office has reviewed the In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority.

The Mayor may wish 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', with a stylized flourish at the end.

Raymond R. Cruz
City Manager

Attachment:

1. In-kind Services Agreement "A"



Senior Services

10400 Pioneer Blvd., Suite 9, Santa Fe Springs, CA 90670 Phone: 562-699-3231 Fax: 562-699-5688

May 28, 2019

Mr. Ed Ramirez
Family and Human Services Manager
City of Santa Fe Springs
9255 S. Pioneer Blvd.
Santa Fe Springs, CA 90670

Re: In-Kind Service Agreement for fiscal year 2019 – 2020

Dear Mr. Ramirez,

Attached please find the In-Kind Services Agreements for fiscal year 2019 – 2020. In compliance with the County of Los Angeles, Area Agency on Aging Contracts, the in-kind agreement is required from each site we conduct programs. The agreement indicates the Gus Velasco Neighborhood Center will be furnishing space for us to conduct our senior nutrition and social services programs.

I have enclosed two originals of the agreements signed by SASSFA Executive Director, Kirk Kain. Please send back one original signed agreement for the City of Santa Fe Springs. Your assistance is appreciated. Please feel free to call me at (562) 699-3231 ext. 240 or e-mail at vcervantes@sassfa.org if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vilma Cervantes", is positioned above the printed name.

Vilma Cervantes
Program Manager

IN-KIND SERVICES AGREEMENT "A"

(Between the Applicant Agency and a Second Party)

Effective July 1, 2019 through June 30, 2020

City of Santa Fe Springs agrees to provide
(In-Kind Agency)

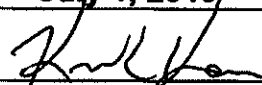
SASSFA with the following
(Applicant Agency)

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 congregate and home delivered meals.

In-Kind Agency:	<u>City of Santa Fe Springs</u>	Applicant Agency:	<u>SASSFA</u>
Name:		Name:	
Title:		Title:	<u>Kirk Kain, Executive Director</u>
Date:		Date:	<u>July 1, 2019</u>
Signature:		Signature:	



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

June 13, 2019

NEW BUSINESS

Amendment Number One to Lease Agreements between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Childcare Center

RECOMMENDATIONS

- Approve Amendment Number One to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center; and
- Authorize the Mayor to execute Amendment Number One to Lease Agreement.

BACKGROUND

Over the past year, the City has subcontracted with Options for Learning to operate the child care programs formerly administered by the City Options for Learning assumed the City's contract with the California Department of Education (CDE) on July 1, 2018 to operate the California State Pre-school Program (CCPP) both at the Gus Velasco Neighborhood Center and the Los Nietos Childcare Center.

As part of the subcontracting agreement, Options for Learning entered into a (1) year Lease Agreement with the City, ending June 30, 2019, to utilize the city's pre-school classrooms at the Gus Velasco Neighborhood Center (GVNC) and Los Nietos Childcare Center. Under the terms of the existing Lease Agreements, the agreements may be extended for two (2) five (5) year terms upon mutual consensus by the City and Options for Learning. Other than the requested 1 year lease extension, all other terms and conditions of the Lease Agreements will remain in effect.

Options for Learning is requesting a 1 year lease extension to continue to operate the child care programs while they prepare to move their privately owned modular units to their preferred location at Los Nietos Park. Options for Learning will continue to provide child care services in Santa Fe Springs as they were recently awarded the City's relinquished contract funding by the California Department of Education (CDE). The new contract between Options for Learning and CDE will commence on July 1, 2019.

City staff will work with Options for Learning with regard to the planning, design, and installation of their modular units at Los Nietos Park as they are expected to adhere to all City requirements. It is estimated this process will take several months; staff will provide necessary updates to City Council as they become available.

LEGAL REVIEW

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

FISCAL IMPACT

Approval of Amendment Number One to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend the lease agreements by one year at the Gus Velasco Neighborhood Center and Los Nietos Child Care Center will have no major financial impact to the City. Options for Learning will continue to pay \$100/month to use the City-owned Los Nietos Child Care Center and will continue to pay the lease of the William Scotsman modular units at the GVNC.

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

A handwritten signature in black ink, appearing to read 'Raymond R. Cruz', with a stylized flourish at the end.

Raymond R. Cruz
City Manager

Attachments:

1. Lease Agreement between the City of Santa Fe Springs and Options for learning at the Los Nietos Childcare Center
2. Lease Agreement between the City of Santa Fe Springs and Options for learning at the Gus Velasco Neighborhood Center
3. Amendment Number One to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center
4. Amendment Number One to Lease Agreement between the City of Santa Fe Springs and Options for Learning at Los Nietos Childcare Center

ATTACHMENT 1

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT LOS NIETOS CHILD CARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into on this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

WHEREAS, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age program at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool and childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Los Nietos Child Care Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for two (2) additional five (5) year terms ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of one hundred dollars (\$100.00) per month for the Initial Term. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent and the amount charged by Lessee to families that participate in the Child Care Program. All rent shall be due and payable, in

advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are commonly utilized by Lessor for community and other events. Lessor will provide annual calendar of scheduled events to Lessee and will conduct a pre-inspection walkthrough of the Leased Premises prior to each scheduled event. If the Leased Premises sustains damage, stolen or lost items while in the lessor's possession, the lessor shall be responsible for repair or replacement. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all

interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. **Lessor Maintenance and Repairs.** Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

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

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

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

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

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

3. Other insurance: "Options for Learning's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.

5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

D. Certificates of Insurance. Lessee shall provide to Lessor certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement.

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction

or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR
City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE
Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such

interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

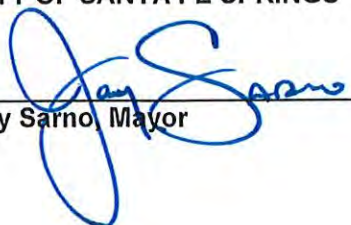
SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects, in accordance with this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrment. Lessor shall provide written notice to the Lessee at least sixty (60) days prior to the encumbrment.

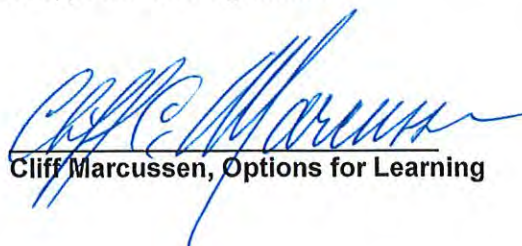
EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

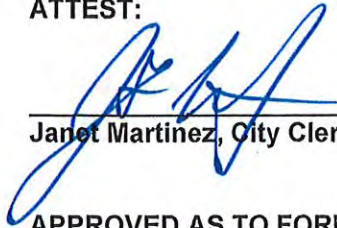


Jay Sarno, Mayor



Cliff Marcussen, Options for Learning

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



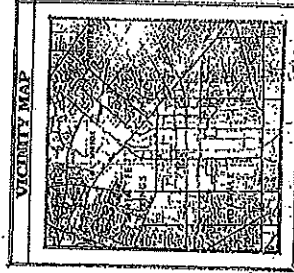
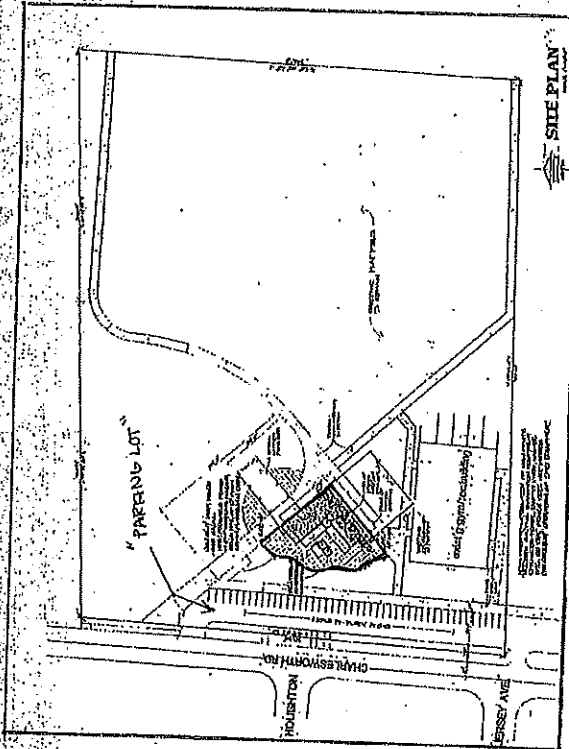
Yolanda M. Summerhill, City Attorney

EXHIBIT 1

SITE MAP OF THE LEASED PREMISES

LOS NIETOS PARK DAY CARE FACILITY

11143 CHARLESWORTH ROAD,
SANTA FE SPRINGS, CALIFORNIA
REMODEL OF EXISTING FACILITY



CONSULTANTS
<p>T epi</p>

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GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC FLOW DURING CONSTRUCTION.

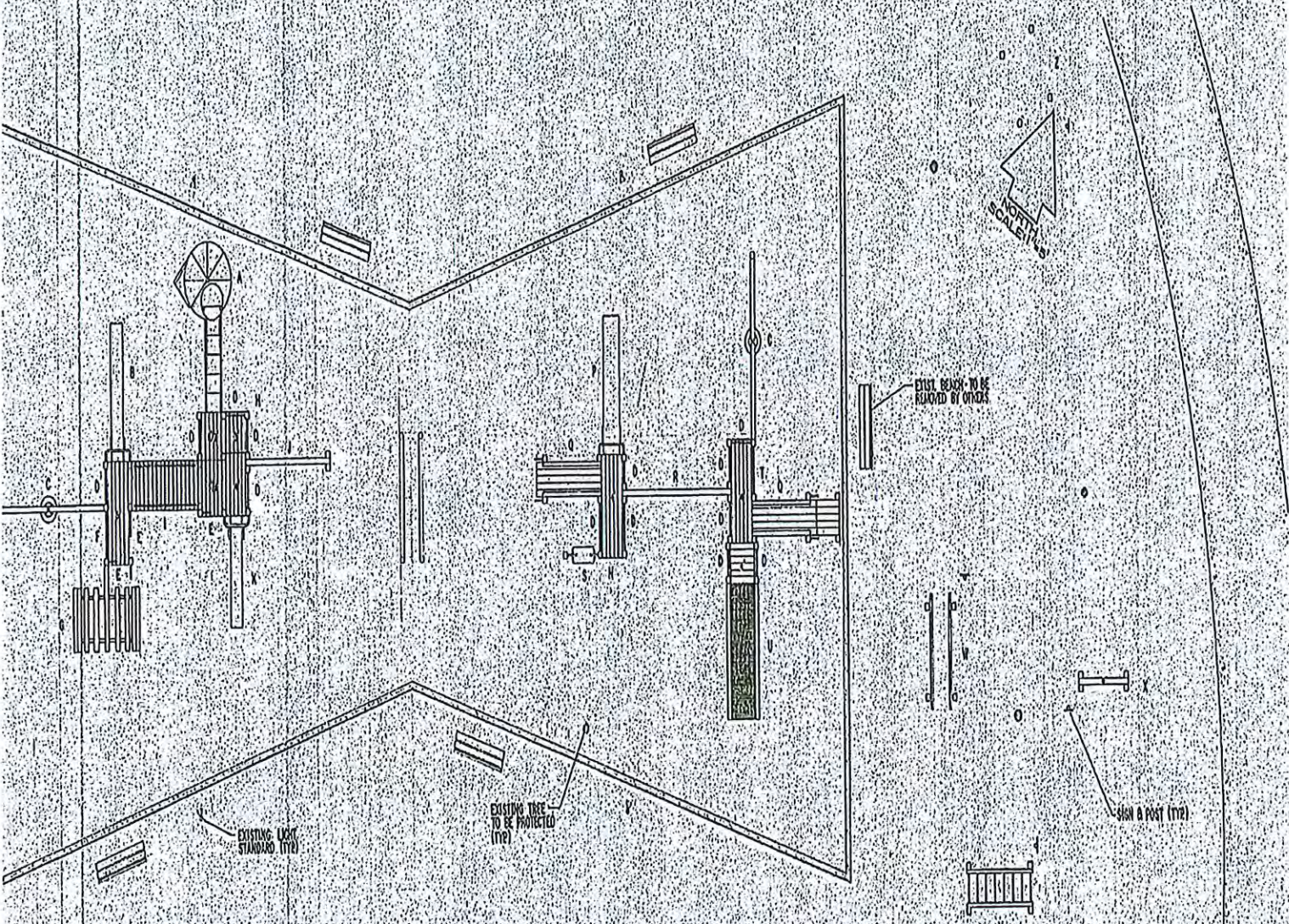
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ITS ORIGINAL CONDITION.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SAFETY OF ALL PERSONS AND PROPERTY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE PROJECT WITHIN THE SPECIFIED TIME FRAME.

ABBREVIATIONS
<p> AC = Air Conditioning AD = Architectural Drawing AE = Architectural Engineer AG = Architectural Grade AL = Architectural Light AM = Architectural Material AN = Architectural Note AO = Architectural Office AP = Architectural Plan AR = Architectural Room AS = Architectural Section AT = Architectural Treatment AV = Architectural View AW = Architectural Window AX = Architectural X-ray AY = Architectural Y-axis AZ = Architectural Z-axis BA = Building Area BB = Building Base BC = Building Code BD = Building Detail BE = Building Element BF = Building Footing BG = Building Grade BH = Building Height BI = Building Information BJ = Building Joint BK = Building Kitchen BL = Building Load BM = Building Material BN = Building Note BO = Building Office BP = Building Plan BQ = Building Quantity BR = Building Room BS = Building Section BT = Building Treatment BV = Building View BW = Building Window BX = Building X-ray BY = Building Y-axis BZ = Building Z-axis CA = California CB = California 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LEGEND

- | | |
|---|--|
| A. DOUBLE SPIRAL SLIDE | O. PARALLEL BARS |
| B. TIRE SWING | P. WIDE SLIDE |
| C. ENCLOSURE - GAUSETIME NO. 5381 | Q. RAMP - GAUSETIME NO. 5875 |
| D. HANDHOLD ACCESS LADDER | R. 3 PLACE SWING W/ ADULT SAFETY SEATS |
| E. 5' PLATFORM | S. LOG ROLL |
| F. MODULE ATTACHMENT - GAUSETIME NO. 5853 | T. 4' PLATFORM |
| G. MULTI-DECK PLATFORM | U. 10' ROLLER SLIDE |
| H. ARCH BRIDGE | V. PARALLEL BARS - LANDSCAPE STRUCTURES NO. 503 W/ SIGN & POST |
| I. 2' PLACE SWING W/ BELT SEATS | W. ROPE CLIMBER - LANDSCAPE STRUCTURES NO. 508 W/ SIGN & POST |
| J. 6' SLIDE | X. HORIZONTAL LADDER - LANDSCAPE STRUCTURES NO. 506 W/ SIGN & POST |
| K. 4' PLATFORM | Y. SLALOM COURSE - LANDSCAPE STRUCTURES NO. 505 W/ SIGN & POST |
| L. PARALLEL BARS | AA. CHIN-UP BARS - LANDSCAPE STRUCTURES NO. 504 W/ SIGN & POST |
| M. WIDE SLIDE | AB. RINGS - LANDSCAPE STRUCTURES NO. 501 W/ SIGN & POST |
| N. RAMP | |
| O. 3 PLACE SWING | |
| P. LOG ROLL | |
| Q. 4' PLATFORM | |
| R. 10' ROLLER SLIDE | |
| S. PARALLEL BARS | |
| T. ROPE CLIMBER | |
| U. HORIZONTAL LADDER | |
| V. SLALOM COURSE | |
| W. CHIN-UP BARS | |
| X. RINGS | |

NOTES TO THE CONTRACTOR

1. THE CONTRACTOR SHALL REPLACE EXISTING SAND AND SOIL WITH 12" OF SAND AS SPECIFIED TO A FINISH GRADE 6" BELOW TOP OF CURB.
2. THE CONTRACTOR SHALL INSTALL A TEMPORARY 6'-0" HIGH CHAIN LINK FENCE AROUND THE LIMITS OF THE WORK.
3. THE EXACT LOCATION OF THE EQUIPMENT WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

AS BUILT
DATE 12/20/20

GENERAL NOTES

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND SPECIFICATIONS OF THE CITY OF SANTA FE SPRINGS. ALL PLANS AND SPECIFICATIONS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SANTA FE SPRINGS.

ALL MATERIALS SUBMITTED TO THE CITY OF SANTA FE SPRINGS SHALL BE COMPLETED WITHIN THE CITY OF SANTA FE SPRINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, DESIGN AND CONSTRUCTION OF ANY AND ALL NECESSARY UTILITY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, DESIGN AND CONSTRUCTION OF ANY AND ALL NECESSARY UTILITY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, DESIGN AND CONSTRUCTION OF ANY AND ALL NECESSARY UTILITY WORK.

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CITY OF SANTA FE SPRINGS ENGINEERING DEPARTMENT			
PLAYGROUND AREA LOS NIETOS PARK			
DESIGNED BY	DATE	SCALE	BY
DRIVEN BY	DATE	SCALE	BY
CHECKED BY	DATE	SCALE	BY
APPROVED BY	DATE	SCALE	BY
NO.	PROJECT	DATE	BY

ATTACHMENT 2

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT THE

GUS VELASCO NEIGHBORHOOD CHILDCARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this 12th day of April, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

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

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Gus Velasco Neighborhood Childcare Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease. In addition, Lessee understands and agrees that the Lease Agreement is contingent upon Lessee entering into an assignment and assumption in substantial conformity with Exhibit 2 of the lease agreement and lease term renewal agreement with William Scotsman for use of the modular units on the Leased Premises.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for one (1) additional five (5) year term ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, Lessee shall be responsible for any and all rental of the modular units payable to William Scotsman in the amount and subject to the terms of the agreement with William Scotsman or as

required from any other provider. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, Lessor, at its discretion, may reassess monthly rent and charge a reasonable monthly rent. In the event the City charges rent, all rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. Except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1) subject to Lessor returning the Leased Premises to the condition it was in prior to its use.

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the modular units in accordance with its agreement with William Scotsman or other provider of modular units including repairs of all interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass

(including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement. Additionally, Lessee shall be responsible for maintenance of the exterior of the modular units and all facilities, equipment, and fixtures on the exterior of the Leased Premises used or associated with the Child Care Program such as playground equipment.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises such as landscaping...

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

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

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

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

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

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

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

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR
City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE
Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

With the exception of an agreement between Options for Learning and William Scotsman and/or other provider for the use of the modular buildings on the Leased Premises, this instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.


SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects under the terms of this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required.

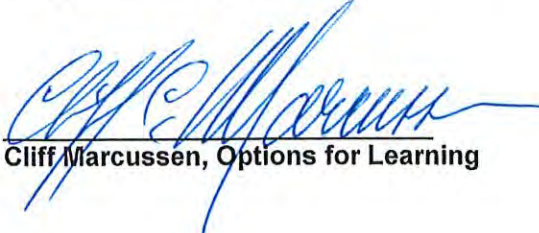
EXECUTED on April 12, 2018 at SFS, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

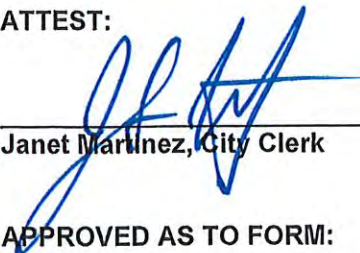


Jay Sarno, Mayor



Cliff Marcussen, Options for Learning

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Yolanda M. Summerhill, City Attorney

EXHIBIT A
SITE MAP OF PROPERTY

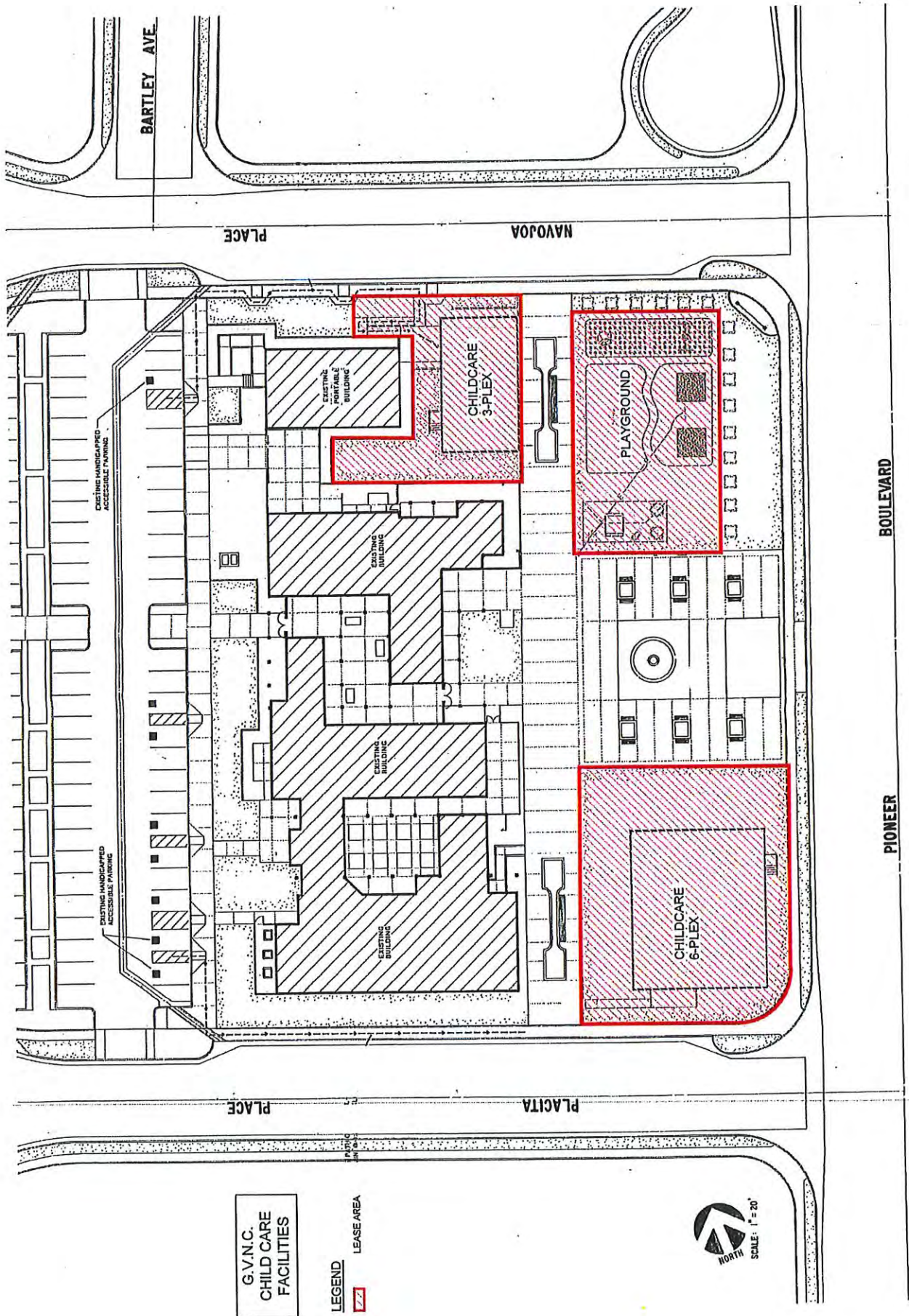


EXHIBIT 2

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH ATTACHMENTS INCLUDING
CITY/WILLIAM SCOTSMAN LEASE AGREEMENT
AND
LEASE RENEWAL TERM**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated this ____ day of April, 2018 is between the City of Santa Fe Springs, a California Municipal Corporation ("Assignor"), Options for Learning, a California non-profit corporation ("Assignee"), and William Scotsman, a California corporation ("Lessor").

RECITALS

WHEREAS, on or about November 30th, 2009, the City and William Scotsman entered into a Lease Agreement attached hereto as Exhibit A for the use of the modular buildings at the Gus Velasco Neighborhood Center located at 9255 Pioneer Boulevard, Santa Fe Springs, CA 90670;

WHEREAS, on or about August 10, 2017, the City and William Scotsman entered into an Amendment to Lease Agreement ("Lease Term Renewal") which extended the term of the Lease Agreement through August 9, 2019;

WHEREAS, Section 14 of the Lease Agreement requires William Scotsman prior written consent in order for the City to assign the Lease Agreement; and

WHEREAS, the City is contracting with Options for Learning to provide child care services at the Property.

NOWHERE, the parties agree to the following:

Section 1. Assignment. In accordance with Section 14 of the Lease Agreement, William Scotsman authorizes the assignment of the Lease Agreement and Lease Term Renewal to Options for Learning. All notices and correspondence shall be provided to Options for Learning as follows:

Cliff Marcussen, CEO
Options for Learning
885 So. Village Oaks Drive
Covina, CA 91724
Phone: (626) 967-7848

Section 2. Remainder. In all other respects, the Lease Agreement and Lease Term Renewal shall remain in full force and effect.

EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

WILLIAM SCOTSMAN

OPTIONS FOR LEARNING

Cliff Marcussen

CITY OF SANTA FE SPRINGS

Ray Cruz, City Manager

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

AN ALABAMA SCOTSMAN COMPANY

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 504763
Equipment Serial/Complex Number: OPR-78040
Value: \$131,691.95

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 11/30/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Regal Roof, repair exterior of building including doors, relevel, resurface and paint steps and relevel, resurface and paint ramp, patch and repair carpet seams.
2. The rental rate per month during the Lease Renewal Term shall be \$2,100.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24th day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rental: \$20.00 per month / Ramp Rental \$225.00 per month / Ramp Extension \$100.00 per month
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature:

Print
Name:

Noel Negrete Jr.

Signature:

Print Name:

Kevin B. Williams

Title: DIRECTOR OF PUBLIC WORK

Date: 8-28-17

Title: 5th, (Bulldozer) (Bulldozer) (Bulldozer)

Date: 7-22-17

SEP/24/2009/THU 05:35 PM

P. 002

LEASE AGREEMENT

SPACE BY

**WILLIAMS
SCOTSMAN**

Lessor

WILLIAMS SCOTSMAN, INC.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670
882.802.0200 • 800.702.1500
Fax: 882.802.9210

Lessee:
Santa Fe Springs, City Of
FINANCE DEPARTMENT
11740 Telegraph Road
Santa Fe Springs, CA 90670

Delivery Address:
Santa Fe Springs, City Of
9255 Pioneer Blvd.
SANTA FE SPRINGS, CA 90670

Telephone: (562)868-0511
Facsimile: (562)868-7112

Telephone:
Cont. P.O. #: 66715

EQUIPMENT SPECIFICATIONS

Delivery Date: 11/09/09 11/20/09
Model Size: 64 x 72
Unit Count: 6
Equipment Number: CPX-78040*

Contract#: 604769
Equipment Value: \$131,591.95
Minimum Lease Term: 12 months
Monthly Rental Rate: \$6,391.00

*Consisting of the following units:

MSI-09080	12-Wide	MSI-09081	12-Wide	MSI-09082	12-Wide
MSI-09083	12-Wide	MSI-09087	12-Wide	MSI-09092	12-Wide

This Agreement is made as of 09/24/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and the Lessee named above. Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and conditions stated herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's Internet Site (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$6,120.00
DELIVERY FREIGHT	\$3,000.00
BLOCK & LEVEL LABOR	\$7,200.00
SKIRTING LABOR	\$4,356.00
TIEDOWN INSTALLATION	\$4,648.00
STEEL(S) RENTAL - STEEL	\$26.00
SECURITY SCREENS	\$20.00
RAMP RENTAL	\$225.00
RAMP INSTALLATION LABOR	\$1,298.00
STATE & LOCAL SALES TAX	\$625.12
INITIAL PAYMENT AMOUNT	\$27,514.12
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$7,200.00
SKIRTING REMOVAL	\$792.00
TIEDOWN REMOVAL	\$1,312.00
RAMP REMOVAL	\$1,244.00
RETURN FREIGHT	\$3,474.00

27,648

After initial payment has been made, a Monthly rental of \$6,391.00 plus all applicable taxes and fees payable Monthly on day 9.

*** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate serial number(s), delivery date(s), look serial number(s), and contract number, if necessary, and Lessee will be supplied a copy of the updated information. ***

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions (08/28/2009) in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Lease Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

SRP/24/2009/THU 05:35 PM

P. 003

LEASE AGREEMENT

SPACE BY

**WILLIAMS
SCOTSMAN**

Lessor

WILLIAMS SCOTSMAN, INC.
11811 Gysanblana Avenue
Santa Fe Springs, CA 90670
562.903.0200 • 800.702.1000
Fax: 562.903.0210

Lessee
Santa Fe Springs, City Of
Contract#: 604769

LESSEE: Santa Fe Springs, City Of

By:

Print Name:

Title:

LESSOR:

By:

Print Name:

Title:

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2008)

1. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.

2. Delivery Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.

3. Site Suitability Inspection. Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

4. User Maintenance Conditions. Lessor has the right to peacefully and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing components or details affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

5. Term of Lease Extension. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on 30 days written notice.

6. Rent, Taxes, Title Charges. Rent begins to accrue on the Delivery Date. Lessee shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. No Liens. Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. Total Loss. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General:** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwrites or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. Default Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, take and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for the restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repacking, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities nonpayment, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) This is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to assert such remedies; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lease Terms & Conditions, Revision 10/24/2008



AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

An ALCOBA SCOTSMAN Company

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 555172
Equipment Serial/Complex Number: CPX-77398
Value: \$78,954.96

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 11/24/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Reseal Roof, repaint exterior of building including doors, relevel, resurface and paint steps and relevel, resurface and paint ramp.
2. The rental rate per month during the Lease Renewal Term shall be \$1,050.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24TH day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rental: \$20.00 per month / Ramp Rental \$350.00 per month.
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

Signature: [Signature]

Print
Name: NOE NEGRETE JR.

Title: DIRECTOR OF PUBLIC WORKS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: [Signature]

Print Name: KEVIN BRADY

Title: SA. Corporate Administrator

Date:

8-28-17

Date:

7-27-12

Santa Fe Springs, CA 90670

Telephone: (562)868-0511
Facsimile: (562)868-7112

Telephone:
Cust. P.O. #: 66168

EQUIPMENT SPECIFICATIONS

Delivery Date: 11/16/09
Model Size: 64 x 36
Unit Count: 3
Equipment Number: CPX-77398*

Contract#: 555172
Equipment Value: \$78,854
Minimum Lease Term: 12 mon
Monthly Rental Rate: \$3,660

*Consisting of the following units:

MSI-09084

12-Wide

MSI-09085

12-Wide

MSI-09086

This Agreement is made as of 10/02/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and I, above, Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$3,234.00
DELIVERY FREIGHT	\$1,500.00
BLOCK & LEVEL LABOR	\$3,509.00
SKIRTING LABOR	\$3,168.00
TIEDOWN INSTALLATION	\$2,656.00
STEP(S) RENTAL - STEEL	\$26.00
RAMP RENTAL (PREFAB)	\$400.00
RAMP INSTALLATION LABOR	\$2,100.00
MATERIAL/MODIFICATION TO UNIT	\$2,875.00
PAINT EXTERIOR - CUST. COLORS	\$250.00
MATERIAL / ACCORDION DOOR	\$8,000.00
ADV INV 5041828 DEPOSIT	\$27,364.20
STATE & LOCAL SALES TAX	\$1,417.16
INITIAL PAYMENT AMOUNT	\$1,770.96
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$3,908.00
SKIRTING REMOVAL	\$576.00
TIEDOWN REMOVAL	\$864.00
RETURN FREIGHT	\$1,722.00
RAMP REMOVAL LABOR	\$1,700.00

After initial payment has been made, a Monthly rental of \$3,660.00 plus all applicable taxes and fees payable M/

** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate delivery date(s), lock serial number(s), and contract number, if necessary, and Lessee will be supplied a copy information. **

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written Agreement. Each should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement shall be treated as an original signature for all purposes and shall be fully binding. The undersigned have the express authority of the respective party they represent to enter into and execute this Agreement and bind the party thereby.

LESSEE: Santa Fe Springs, City Of

By:

Print Name:

Title:

Paul Martinez
Paul Martinez
Director, Administrative Services

LESSOR:

By:

Print Name:

Title:

Williams Sonnet, Inc.

William Sonnet
William Sonnet
Area Mgr

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2008)

1. **True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.

2. **Delivery Acceptance.** Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.

3. **Site Suitability Inspection.** Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

4. **Use/Maintenance Condition.** Lessee has the right to peacefully and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

5. **Term of Lease/Extension.** The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on 30 days written notice.

6. **Rent/ Fees/ Taxes/ Late Charges.** Rent begins to accrue on the Delivery Date. Lessor shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessor's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. **No Liens.** Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. **Indemnify.** Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. **Loss/Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. **Default Remedies.** (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, refile and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for site restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disavows any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof; it may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessor will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lease Terms & Conditions, Revision 10/24/2008

ATTACHMENT 3

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND OPTIONS FOR LEARNING AT
THE GUS VELASCO NEIGHBORHOOD CHILDCARE CENTER**

This Amendment Number One ("Amendment") is made and entered into this 13th day of June, 2019 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning – a California nonprofit corporation ("Options for Learning").

WHEREAS, on April 12, 2018, the City and Options For Learning entered into a lease agreement for the lease by the City to Options for Learning of the property commonly known as the Gus Velasco Neighborhood Childcare Center modular units located at 9255 Pioneer Blvd ("Agreement"); and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the lease term by one year.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on July 1, 2019 and ending on June 30, 2020.

2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

Raymond Cruz, City Manager

Paul Pulver, Chief Executive Officer

Date: _____

Date:

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk

ATTACHMENT 4

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND OPTIONS FOR LEARNING
AT LOS NIETOS CHILDCARE CENTER**

This Amendment Number One ("Amendment") is made and entered into this 13th day of June, 2019 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning – a California nonprofit corporation ("Options for Learning").

WHEREAS, on April 12, 2018, the City and Options For Learning entered into a lease agreement for the lease by the City to Options for Learning of the property commonly known as the Los Nietos Childcare Center located 11143 Charlesworth Rd. ("Agreement"); and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the lease term by one year.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on July 1, 2019 and ending on June 30, 2020.

2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

Raymond Cruz, City Manager

Paul Pulver, Chief Executive Officer

Date:_____

Date:_____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

June 13, 2019

NEW BUSINESS

Painter Avenue Street Improvements – Award of Contract

RECOMMENDATION

- Appropriate \$115,000 from Bond Capital Improvement Fund to Painter Avenue Street Improvements (Activity No. 455-397-S042);
- Accept the bids; and
- Award a contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$555,434.00.

BACKGROUND

The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement on cement stabilized pulverized base thereon. The paving supports heavy repetitive loads and increases pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The City received a total of three bids on May 21, 2019. City staff reviewed each bid proposal and determined them to be compliant with the project specifications. The low bidder for the project was Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$555,434.00.

The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. Sequel Contractors, Inc.	\$ 555,434.00
2. All American Asphalt	\$ 567,770.00
3. R.J. Noble Company	\$ 569,352.50

The Department of Public Works has reviewed the bids and determined the low bid submitted by Sequel Contractors, Inc., in the amount of \$555,434.00 is 21% below the Engineer's Estimate of \$705,000, and their bid is responsive and responsible.

LEGAL REVIEW

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

FISCAL IMPACT

The Painter Avenue Street Improvement project is an approved Capital Improvement Plan (CIP) project with an Approved budget of \$665,000.00. Staff requests an appropriation of \$115,000 from Bond Capital Improvement Funds to cover the shortfall. The project cost increase is due to an unforeseen spike in the construction market. The revised budget is now \$780,000.

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N", is placed over the printed name of Noe Negrete.

Date of Report: June 6, 2019

Construction	\$ 556,000
Design	\$ 46,000
Project Management	\$ 63,000
Inspection	\$ 45,000
Contingency	\$ 70,000
Total	\$ 780,000

INFRASTRUCTURE IMPACT

The Painter Avenue Street Improvement Project 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:

Exhibit A: Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**PAINTER AVENUE STREET IMPROVEMENTS
(Florence Avenue to Lakeland Road)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this **13** of **June, 2019** BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **Sequel Contractors, Inc.**, as CONTRACTOR in the amount of **\$555,434.00.**

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

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

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

Sequel Contractors, Inc.

By:

Thomas S. Pack, President

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

JUANITA TRUJILLO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY TSAI, CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

June 13, 2019

NEW BUSINESS

Agreement for Acquisition of Real Property (APN 8069-006-004) for Rosecrans Avenue/Valley View Avenue Intersection Improvement Project

RECOMMENDATION

- Approval of the Agreement between the City of Santa Fe Springs (City) and Tabello Bros., Inc., for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) 8069-006-004) in the Amount of \$35,000 for the Rosecrans Avenue/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to Execute the Agreement for Acquisition of Real Property between the City and Tabello Bros., Inc.

BACKGROUND

The City Council, at the January 30, 2018 meeting approved a Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Valley View Avenue Intersection Improvements Project (Rosecrans/Valley View Project).

The purpose of the Rosecrans Avenue/Valley View Project is to:

1. Restripe the intersection to provide a striped bicycle lane along Valley View Avenue (northbound);
2. Increase the left turn pocket capacity on the northbound lane;
3. Add a second left turn lane and a striped thru lane on the southbound side;
4. Add a striped right turn lane for both eastbound and westbound traffic along Rosecrans Avenue;
5. Construct a raised median along Valley View Avenue on both sides of the intersection.

The Rosecrans Avenue/Valley View Project impacts two (2) properties and requires a combination of land acquisition and temporary construction easements. One of the properties is APN 8069-006-004 located at 14156 Rosecrans Avenue, La Mirada.

The City Council, at their April 24, 2018 meeting, awarded a contract to CPSI to provide right-of-way acquisition services for the Rosecrans/Valley View Project. CPSI completed appraisals for the portions of (2) properties required by the project. Following City Council approval of just compensation, CPSI prepared and submitted offer packages to the parcel owners. The compensation offers were accepted by the owners and signed the Agreements for the Acquisition of Real Property (attached). The Tabello Bros., Inc., accepted \$35,000 as just compensation for the purchase of a portion of parcel APN 8069-006-004.

LEGAL REVIEW

The City Attorney's office has reviewed the Agreement for Acquisition of Real Property (APN 8060-006-004) for the Rosecrans/Valley View Project.

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: June 4, 2019

FISCAL IMPACT

The Measure R Funding Agreement with LACMTA provides a Right-of-Way Support and Acquisition Budget that covers the cost of the two (2) parcel portions required by the Rosecrans/Valley View Project.

INFRASTRUCTURE IMPACT

In anticipation of increased traffic following the expansion of Interstate 5 Freeway, the Rosecrans/Valley View Intersection Improvements Project will enhance the safety of autos and bicycle commuters at this busy City intersection.



Raymond R. Cruz
City Manager

Attachment:

Exhibit A: Acquisition Agreement

ASSESSOR PARCEL NUMBER: 8069-006-004

TITLE REPORT NO. 140-1843553-32

**PROJECT: Rosecrans Avenue and Valley View Avenue Road Widening Project
City of Santa Fe Springs**

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019 by and between the **City of Santa Fe Springs**, a municipal corporation, (hereinafter called "**Buyer**"), and **Tabello Bros., Inc.**, a **California Corporation**, (hereinafter called "**Seller**") for acquisition by Buyer of a portion of that certain real property identified as 14156 Rosecrans Avenue, City of Santa Fe Springs, CA 90670 also identified by APN:8069-006-004 as more particularly described in the Grant Deed, **Exhibit "A"** attached hereto (hereinafter called "**Property**"). Buyer and Seller may collectively be referred to as the "Parties."

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the fee interest in the Property and a temporary construction easement, which are situated in the City of Santa Fe Springs, County of Los Angeles, State of California, and is more particularly described in the Grant Deed, **Exhibit "A"** attached hereto and hereinafter referred to as "Property":
2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of Thirty-Five Thousand Dollars (**\$35,000**).
3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
 - A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
 - B. Quasi-public utility, public alley, public street easements, and rights of way of record.
 - C. Exceptions 1 through 5, 8 and 10 appearing on Preliminary Title Report to be approved in Escrow.
4. **TITLE INSURANCE POLICY.** Escrow Agent shall, following recording of the Grant Deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance issued by *Commonwealth Land Title Company* showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Commonwealth Land Title Company, 4100 Newport Place, Suite 120, Newport Beach, CA 92660. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds, and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject Property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property.
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference.

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the Los Angeles County Office of the Assessor ("County Tax Collector") for Seller's *pro rata* portion of taxes shall be forwarded to Buyer with closing statement.

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver Grant Deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Los Angeles County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before Close of Escrow) this escrow is not in condition to close within 30 days from opening of escrow, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

6. Temporary Construction Easement: It is understood and agreed by and between Buyer and Seller that this Agreement includes a Temporary Construction Easement and shall become effective upon written notice by the Buyer, or Buyer's authorized Agents or

Contractors set forth as follows:

Seller hereby grants Buyer, its officers, agents and employees, and persons under contract with Buyer and their Employees, a **Temporary Construction Easement** to enter upon Seller's adjacent land, where necessary, for the following purposes:

- i. For purposes of ingress and egress to support road and driveway improvements. See attached Temporary Construction Easement (TCE), **Exhibit "B"**.
- ii. TCE will have a duration of sixty (60) days except as provided in Section 6.iii.
- iii. In the event Buyer is unable to complete the Project before expiration of the Temporary Construction Easement period, the Seller shall grant the Buyer an extension of the Temporary Construction Easement for a period not to exceed an additional Thirty (30) day term. The compensation for any such Temporary Construction Easement extension will be an additional \$531 per month, to be paid upon Buyer's notification of the need for an extension.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow. Buyer is responsible for all fees associated with this transaction, including, but not limited to, escrow, title and any monies or credits required to reimburse tenants for any claims resulting from loss of business or other claims arising from this transaction. In no event shall the compensation to Seller be less than \$35,000.

8. RENTS AND SECURITY DEPOSIT.

Seller warrants that the information provided on Owner Certification of Tenants attached as **Exhibit "C"** is correct and will complete an Estoppel for each, attached as **Exhibit "D"**. Seller warrants that there are no other tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any undisclosed lease of said Property held by any undisclosed tenant of Seller. Within seven (7) days after the opening of escrow, Seller shall provide to Buyer, a Tenant Estoppel, attached as **Exhibit "D"**, from each tenant of Seller, fully executed by Seller and tenant. All rents shall be prorated as of the Close of Escrow. All rents derived from the Property up to and including the Close of Escrow date shall be paid to the Seller(s), and all rents derived thereafter shall be paid to the Buyer. If any rents on said Property have been or are collected by the undersigned Seller(s) for any period beyond the Close of Escrow date, the Seller(s) shall credit such rents amounts to the Buyer. Seller shall credit Buyer the amount of the security deposit from tenant currently on deposit with Seller.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. It is

understood that Buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with Buyer's negligent acts or omissions while on the Property, and reimburse the Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

10. INTENTIONALLY DELETED

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to their agent, Property Specialists, Inc. for the purpose of ascertaining if any reimbursements are due to Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution, delivery and performance of this Agreement by Seller.
- B. As of the date hereof, Seller has not received any written notice of any actions, suits, material claims, legal proceedings or arbitrations pending and to the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- C. There are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties. Additionally, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, and, other than as may be reflected in the title commitment, no party has been granted by Seller any license, lease, or other right relating to use or possession of the Property that would be binding on Buyer after Close of Escrow.
- D. Until the Close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations

under any service contracts or other contracts affecting the Property.

- E. Until the Close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property.
- F. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's Property may be bound.
- G. Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 13 entitled "Warranties, Representations, and Covenants of Seller" not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

15. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water

quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

16. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the Close of Escrow. Seller shall not be responsible for acts or omissions occurring after the Close of Escrow.

17. CONTINGENCY. It is understood and agreed between the Parties hereto that the purchase of the Property by Buyer, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereto.

This Agreement contains the entire agreement between both Parties, neither party relies upon any warranty or representation not contained in this Agreement.

18. LEFT INTENTIONALLY BLANK

19. SETTLEMENT, WAIVER AND RELEASE. Excepting those obligations on Buyer's part as set forth herein, Seller for itself and for its agents, successors and assigns fully waives, releases, acquits and discharges Buyer and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "Released Parties") from all claims that Seller and its agents, successors and assigns has or may have against the Released Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, compensation for the loss of improvements, including improvements pertaining to the realty, furniture, fixture, and equipment; compensation for

business goodwill, or lost income (past or future); compensation for damages to the remainder (i.e., severance damages); economic or consequential damages; professional consultant fees and attorney's fees and costs; precondemnation damages; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Interests; any right to enforce obligation(s) placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of the Buyer's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from the Buyer's breach of the terms of this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of the Buyer's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "Similar Provision"). Thus, Seller and its agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner the matters released in Section 14 above. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials:  _____

20. MISCELLANEOUS

1. Survival. Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

2. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by the Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller' and the Buyer's performance hereunder, as appropriate, and any breach thereof by the Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision.

A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

3. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section 20. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:	Hani Tabello 1934 Berkshire Drive Fullerton, CA 92833
If to the Buyer:	CITY OF SANTA FE SPRINGS Attn: Noe Negrete 11710 Telegraph Road Santa Fe Springs, CA 90670
with a copy to:	Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92832 Attn: Yolanda M. Summerhill

4. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten-day period.

5. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Buyer and Seller.

7. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

8. Time of Essence. Time is of the essence of each provision of this Agreement.

9. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

10. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

11. Effective Date. This Agreement shall become effective upon the full execution by the Parties (the "**Effective Date**").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

CITY OF SANTA FE SPRINGS

BY: _____

MAILING ADDRESS OF BUYER:

11710 Telegraph Road
Santa Fe Springs, CA 90670

APPROVED AS TO FORM

BY: _____

ATTEST

BY: _____
City Clerk

DATE: _____

SELLER

TABELLO BROS., INC. A CALIFORNIA
CORPORATION

BY:  _____

DATE: 4-3-19 _____

MAILING ADDRESS OF SELLER:

1934 Berkshire Drive
Fullerton, CA 92833

EXHIBIT "A"

Grant Deed

[See Attached]

Recording requested by:
City Clerk of the City of Santa Fe Springs
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX \$ NONE
Per Gov't Code 11922

A.P. No. 8069-006-004

GRANT DEED

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tabello Bros., Inc., a California Corporation

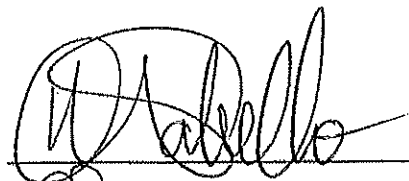
as to (hereinafter referred to as "Grantor") hereby grants to **City Santa Fe Springs, a California Municipal Corporation** (hereinafter referred to as "City"), the following described interests in real property located in the County of Los Angeles, State of California:

In Fee Simple, all that portion of certain real property situated at 14156 Rosecrans Avenue, City of Santa Fe Springs, County of Los Angeles, State of California, described as follows:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" AND "B".

GRANTOR:

Dated: 4/3/19

Name: 
Title: Officer

Dated: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PARTIAL ACQUISITION

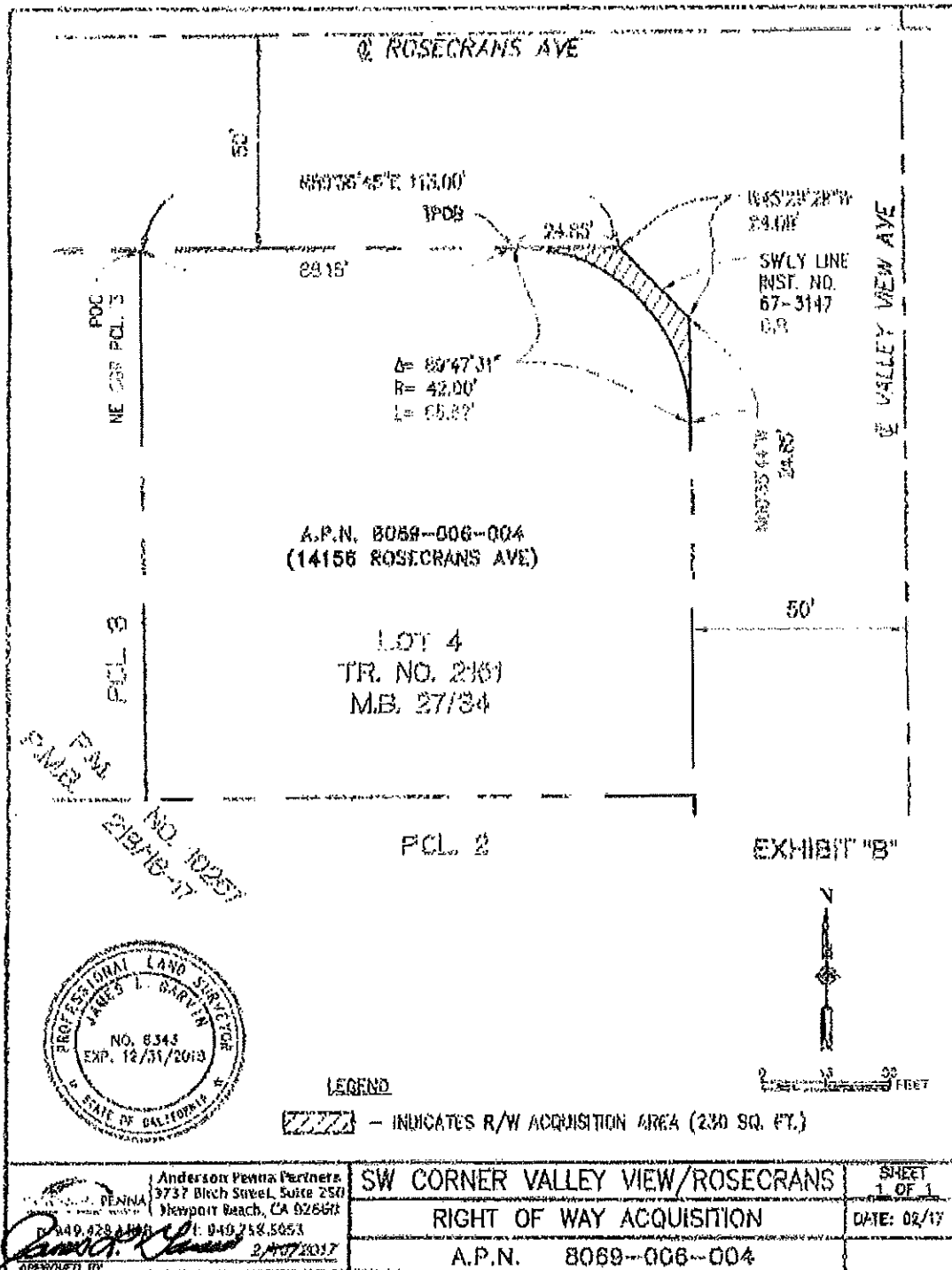
That portion of Lot 4 of Tract No. 2151, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 27, Page 34 of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the northeast corner of Parcel 3 of Parcel Map No. 19257 as filed in Book 218, Pages 16 and 17 of Parcel Maps in the Office of said County Recorder, said northeast corner being on a line parallel with and 50.00 feet southerly of the centerline of Rosecrans Avenue as shown on said Parcel Map; thence along said parallel line North $89^{\circ} 36' 45''$ East 88.15 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet and the True Point of Beginning, the southerly terminus of said curve being a tangent point of cusp with a line parallel with and 50.00 feet westerly of the centerline of Valley View Avenue as shown on said Parcel Map; thence leaving said parallel line easterly, southeasterly and southerly 65.82 feet along said curve through a central angle of $89^{\circ} 47' 31''$ to last said parallel line; thence along said parallel line North $0^{\circ} 35' 44''$ West 24.85 feet to the southwesterly line of that certain land described in the Easement Deed to the City of Santa Fe Springs recorded March 24, 1967 as Instrument No. 3147 of Official Records in the Office of said County Recorder; thence leaving said parallel line along said southwesterly line North $45^{\circ} 29' 29''$ West 24.08 feet to said line being parallel with and 50.00 feet southerly of said centerline of Rosecrans Avenue; thence leaving said southwesterly line along last said parallel line South $89^{\circ} 36' 45''$ West 24.85 feet to the True Point of Beginning.

Containing an area of 230 square feet, more or less.

EXHIBIT B

PROPERTY DEPICTION



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On April 3, 2019 before me, Nancy A. Romo Notary Public
personally appeared Hani S. Tabbello

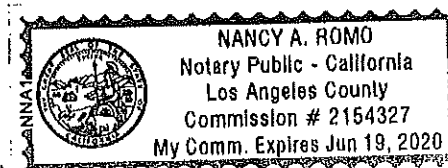
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy A. Romo
Notary Public Signature

(Notary Print or Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed
(Title or description of attached document)

(Title or description of attached document (continued))

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with various California statutes regarding notary recording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the recording state and require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarial act must be the date that the signer(s) personally appeared which must also be the date that the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarial act.
- Indicate the correct singular or plural form by crossing off incorrect forms (i.e. best practice is to print the correct form). Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text on form. If seal impression is illegible, re-seal it or, if necessary, use permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature as file with the office of the county clerk.

- Additional information is not required but could help to ensure the acknowledgment is not released or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of April 3, _____, 2019, from **Tabello Bros., Inc.** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2019

By: _____

ATTEST:

EXHIBIT "B"

Temporary Construction Easement

[See Attached]

Recording requested by:

City Clerk of the City of Santa Fe Springs
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED – Essential to acquisition
City of Santa Fe Springs – See Gov't Code 6103
DOCUMENTARY TRANSFER TAX \$ NONE

A.P. No. 8069-006-004

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tabello Bros., Inc., a California Corporation

hereinafter termed Grantor, does hereby grant to the **City of Santa Fe Springs, a municipal corporation**, hereinafter termed Grantee, an exclusive easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Santa Fe Springs, County of Los Angeles, State of California, as described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of sixty (60) days commencing at such time notice is provided to Grantor by Grantee of its intent to utilize the Temporary Construction Easement area.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee an automatic extension of the Temporary Construction Easement for a period of an additional thirty (30) day term.

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" and "B".

Dated: 4/13/19

GRANTOR:

Name: 

Title: Officer

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On April 3, 2019 before me, Nancy A. Romo, Notary Public

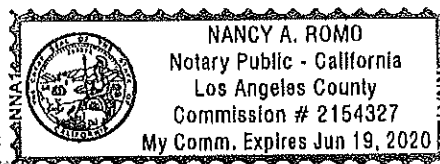
personally appeared Hani S. Tabella
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy A. Romo
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Temporary Construction
Case

(Title or description of attached document)

(Title or description of attached document, continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Notaries from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarial act must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarial act.
- Indicate the correct singular or plural form by crossing off incorrect form (i.e. he/she/they; is/are) or circling the correct form. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not contain lines. If seal impression smudges, re-seal if a sufficient seal remains, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office at the county clock.
 - Additional information is not required but could help to ensure the acknowledgment is not reviewed or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

Legal Description TEMPORARY CONSTRUCTION EASEMENT

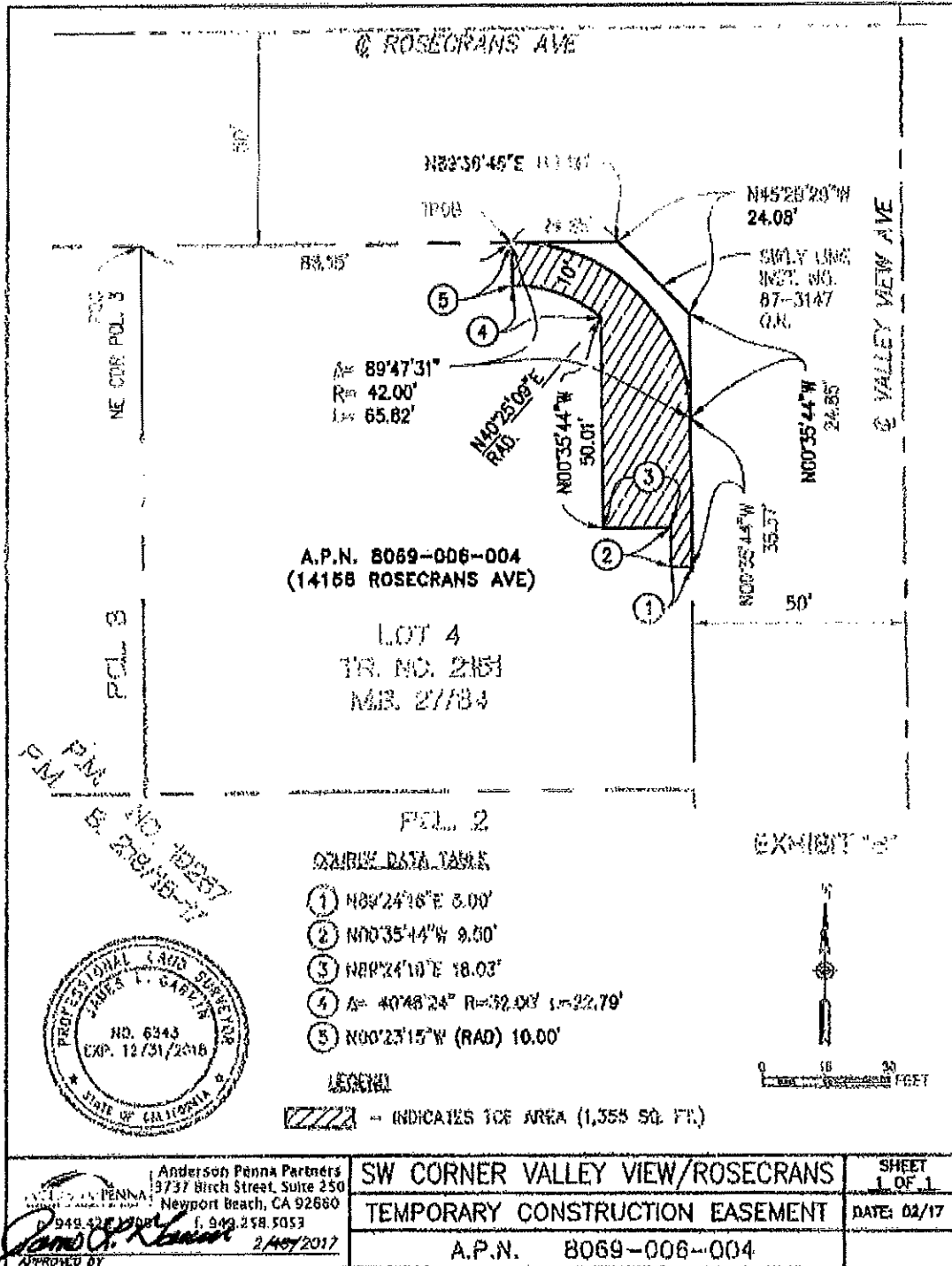
That portion of Lot 4 of Tract No. 2151, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 27, Page 34 of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the northeast corner of Parcel 3 of Parcel Map No. 19257 as filed in Book 218, Pages 16 and 17 of Parcel Maps in the Office of said County Recorder, said northeast corner being on a line parallel with and 50.00 feet southerly of the centerline of Rosecrans Avenue as shown on said Parcel Map; thence along said parallel line North $89^{\circ} 36' 45''$ East 88.15 feet to the beginning of a curve concave southwesterly having a radius of 42.00 feet and the True Point of Beginning, the southerly terminus of said curve being tangent with a line parallel with and 50.00 feet westerly of the centerline of Valley View Avenue as shown on said Parcel Map; thence leaving said parallel line easterly, southeasterly and southerly 65.82 feet along said curve through a central angle of $89^{\circ} 47' 31''$ to last said parallel line; thence along said parallel line South $0^{\circ} 35' 44''$ East 35.37 feet; thence leaving said parallel line South $89^{\circ} 24' 16''$ West 5.00 feet; thence North $0^{\circ} 35' 44''$ East 9.50 feet; thence South $89^{\circ} 24' 16''$ West 16.03 feet; thence North $0^{\circ} 35' 44''$ West 50.01 feet to a point on a curve concave southwesterly having a radius of 32.00 feet, said curve being concentric with and 10.00 feet southwesterly of that certain curve described herein above as having a radius of 42.00 feet and a central angle of $89^{\circ} 47' 31''$, a radial of said curve to said point bears North $40^{\circ} 25' 09''$ East; thence northwesterly 22.79 feet along said curve through a central angle of $89^{\circ} 47' 31''$ to a point on a line parallel with and 50.00 feet southerly of the centerline of Rosecrans Avenue as shown on said Parcel Map; thence along said parallel line North $0^{\circ} 23' 15''$ East 10.00 feet to

Containing an area of 1,355 square feet, more or less.

EXHIBIT B

Plat Map



CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of April 3, 2019, from **Tabello Bros., Inc.** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2019

By: _____

ATTEST:

EXHIBIT "C"

Owner Certification of Tenants

Owner's Name(s): Tabello Bros., Inc.

Mailing Address: 1934 Berkshire Drive, Fullerton CA 92833

Telephone Number: (714) 493-5333

Property Address: 14156 Rosecrans Avenue, Santa Fe Springs, CA 90670

Assessor's Parcel Number: 8069-006-004

Tenant #1

Business Name: 7-Eleven
Tenant Name: _____
Address / Suite #: 14156 Rosecrans Avenue, Santa Fe Springs, CA 90670
Telephone No.: (562) 926-3196 Email: _____
Type of Business: Convenience Store
Comments: _____
Date Occupied: _____ Current Rent: _____ Deposit: _____
Utilities Included: _____
Other Tenant Charges: _____ Avg. Monthly Cost: _____
Fixtures & Equipment Owned by Tenant: _____

Tenant #2

Business Name: Agrusa Italian Restaurant
Tenant Name: _____
Address / Suite #: 14156 Rosecrans Avenue, Santa Fe Springs, CA 90670
Telephone No.: (562) 802-1214 Email: _____
Type of Business: Restaurant
Comments: _____
Date Occupied: _____ Current Rent: _____ Deposit: _____
Utilities Included: _____
Other Tenant Charges: _____ Avg. Monthly Cost: _____
Fixtures & Equipment Owned by Tenant: _____

Tenant #3

Business Name: Palm's Jeweler

Tenant Name: Tabella

Address / Suite #: 14150 Rosecrans Ave, Santa Fe Spring, CA 90670

Telephone No.: (714) 493-5327 Email: _____

Type of Business: Retail

Comments: _____

Date Occupied: _____ Current Rent: _____ Deposit: _____

Utilities Included: _____

Other Tenant Charges: _____ Avg. Monthly Cost: _____

Fixtures & Equipment Owned by Tenant: _____

Additional Comments:

--

EXHIBIT "D"
Tenant Estoppel
(Prepare one for each tenant)

Project: Rosecrans Ave./Valley View Avenue Intersection Widening Project
Subject Address: 14156 Rosecrans Avenue, City of Santa Fe Springs, CA 90670
Property Owner: Tabello Bros., Inc.
Tenant: _____

The undersigned certifies that:

1. I am the tenant and present occupant of (address): _____

2. The premises are leased under a lease dated _____.
☐ **A copy of the lease including any amendments and options ("the Lease") is attached.**
☐ **There is no written lease.**
3. Rent of \$_____ per month has been paid through _____.
4. I have paid to the landlord a Security Deposit in the amount of \$_____.
5. I am now in possession of the premises and have not sublet or assigned the lease.
☐ Yes, I Agree
☐ No; I have attached a copy of any assignment or sublease.
6. I have been an occupant of this property since _____.
7. Rent is due on the _____ of each month.
8. I have no claims or offsets against the landlord under the lease, and neither the landlord nor the tenant are in default under the lease. _____

Under penalty of perjury, I certify that the above information is correct.

Lessee:

Date:

Landlord:

Date:



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

June 13, 2019

NEW BUSINESS

Agreement for Acquisition of Real Property (APN 7001-012-039) for Alondra Boulevard/Valley View Avenue Intersection Improvement Project

RECOMMENDATION

- Approval of the Agreement between the City of Santa Fe Springs and Link Alondra Center, LLC., for the Acquisition of a Portion of Real Property (Assessor Parcel Number (APN) (7001-012-039) in the Amount of \$82,000 for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project; and
- Authorize the Mayor to Execute the Agreement for Acquisition of Real Property between the City and Link Alondra Center, LLC.

BACKGROUND

The City Council, at the January 30, 2018 meeting approved a Measure R Funding Agreement in the amount of \$2,667,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Alondra Boulevard/Valley View Avenue Intersection Improvements Project (Alondra/Valley View Project).

The purpose of the Alondra Boulevard/Valley View Avenue Project is to:

1. Restripe Alondra Boulevard eastbound and westbound to provide a right/through lane;
2. Provide two (2) through lanes and dual left-turn lanes for both east and westbound directions;
3. Widen the south side of Alondra Boulevard and reconstruct the raised median east of the intersection;

The Alondra/Valley View Project impacts three (3) properties and requires a combination of land acquisition and temporary construction easements. One of the properties is APN 7001-012-039 located at 14120 Alondra Boulevard, Santa Fe Springs, CA, 90670.

The City Council, at their April 24, 2018 meeting, awarded a contract to CPSI to provide right-of-way acquisition services for the Alondra/Valley View Project. CPSI completed the appraisal for the portion of Parcel APN 7001-012-039). Following City Council approval of just compensation, CPSI prepared and submitted an offer package to the parcel owner. The compensation offer of \$79,000 was accepted by the owner. However, the parcel owner requested an additional \$3,000 for a professional services fee to review the offer. The City accepted the professional services fee and the owner signed the Agreement for the Acquisition of Real Property (attached). Link Alondra, Inc. accepted \$82,000 as just compensation for the purchase of a portion of parcel APN 7001-012-039.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "NN" or a stylized version of the name Noe Negrete.

Date of Report: June 4, 2019

LEGAL REVIEW

The City Attorney's office has reviewed the Agreement for Acquisition of Real Property (APN 7001-012-039) for the Alondra Boulevard/Valley View Avenue Project.

FISCAL IMPACT

The Measure R Funding Agreement with LACMTA provides a Right-of-Way Support and Acquisition Budget that covers the cost of the right-of-way acquisitions required by the Alondra Boulevard/Valley View Avenue Project.

INFRASTRUCTURE IMPACT

In anticipation of increased traffic following the expansion of Interstate 5 Freeway, the Alondra/Valley View Intersection Improvements Project will enhance the safety of commuters at this busy City intersection.



City Manager
Raymond R. Cruz

Attachment:

Exhibit A: Acquisition Agreement of Real Property – APN No. 7001-012-039

ASSESSOR PARCEL NUMBER: 7001-012-039

TITLE REPORT NO.140-1843557-32

PROJECT: Alondra Boulevard and Valley View Avenue Intersection Project
City of Santa Fe Springs

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

MT THIS AGREEMENT ("Agreement") is entered into this 20 day of MAY, 2018 by and between the **City of Santa Fe Springs**, a municipal corporation, (hereinafter called "**Buyer**"), and **Link Alondra Center, LLC, a California Limited Liability Company** (hereinafter called "**Seller**") for acquisition by Buyer of a portion of that certain real property identified as 14120 Alondra Boulevard, Santa Fe Springs, CA 90670 (APN: 7001-012-039) ("Property"). Buyer and Seller may collectively be referred to as the "Parties."

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement the fee interest in a portion of the following property and temporary construction easement, which are situated in the City of Santa Fe Springs, County of Los Angeles, State of California, and is more particularly described in the Grant Deed, **Exhibit "A"** and Temporary Construction Easement, **Exhibit "B"** attached hereto and hereinafter referred to as "Property" ;
2. **PURCHASE PRICE.** The total purchase price, payable in cash through escrow, shall be the sum of **EIGHTY-TWO THOUSAND DOLLARS and 0/100 (\$82,000)**.

Value of Property acquired:

Total Fee Acquisition (portion): 2,628 square feet = \$ 61,976

- Area under existing permanent road easement: 1,320 (\$500 nominal value)
- Partial Fee Acquisition: 1,308 square feet (\$61,476)

Temporary Construction Easement: = \$ 6,584

Professional Review and Consulting Fee = \$ 3,000

Improvements: = \$10,224

AMOUNT ESTABLISHED AS JUST COMPENSATION = \$81,794

(Rounded to \$82,000)

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.

- C. Exceptions 1 through 9 appearing on Preliminary Title Report to be approved in Escrow.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of the Grant Deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$61,976 (Partial Fee Value) issued by Orange Coast Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

5. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Commonwealth Land Title Company, 4100 Newport Place, Suite 120, Newport Beach, CA 92660. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds, and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject Property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of Close of Escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At Close of Escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after Close of Escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "Close of Escrow", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Buyer, which shall be made by Buyer upon demand of Escrow Agent before Close of Escrow) this escrow is not in condition to close within 30 days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

6. Temporary Construction Easement: It is understood and agreed by and between Buyer and Seller that this agreement includes a Temporary Construction Easement and shall become effective upon written notice by the City, City Agents, City Representatives or Contractors set forth as follows:

Seller hereby grants Buyer, its officers, agents and employees, and persons under contract with Buyer and their Employees, a **Temporary Construction Easement** to enter upon Seller's adjacent land, where necessary, for the following purposes:

- i. For purposes of ingress and egress to support road and driveway improvements and construction work performed by Buyer pursuant to Section 10 of this Agreement. See attached Temporary Construction Easement (TCE), **Exhibit "B"**.
- ii. TCE will have a duration of One Hundred Twenty (120) calendar days.
- iii. In the event Buyer is unable to complete the Project before expiration of the Temporary Construction Easement period, the Seller shall grant the Buyer an extension of the Temporary Construction Easement for a period not to exceed an additional Thirty (30) calendar day term. The compensation for any such Temporary Construction Easement extension will be an additional \$1,646 per month, to be paid upon Buyer's notification of the need for an extension.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTS AND SECURITY DEPOSIT.

Seller warrants that there are no tenants or written or oral leases on all or any portion of the Property and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses, including relocation assistance costs, occasioned by reason of any claim to the contrary or any undisclosed lease of said Property made or held by any undisclosed tenant of Seller.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

10. CONSTRUCTION AND CURATIVE WORK.

It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Buyer or its contractors or subcontractors shall perform all of the following construction items, all at Buyer's sole cost and expense:

- i. Relocate existing sign(s) along Alondra Boulevard to the new location(s) depicted on the attached **Exhibit "C"**. The sign(s) shall be relocated southerly to the new location(s) depicted on **Exhibit "C"** and all electrical service thereto fully connected and restored within twenty-four (24) hours of the sign being removed from its present location and all electrical connections thereto being disconnected;
- ii. Reconstruction of the two most easterly driveway concrete aprons, sidewalk, and adjoining asphalt as is necessary to preserve the grade over a 14-foot distance similar to the currently existing driveway. Two driveways will remain open at all times during the work and TCE period.
- iii. Remove all irrigation piping and related irrigation systems for the Seller's property that are impacted by the work done herein, and relocate/replace the same in areas and as requested by Seller. Buyer shall coordinate all such removal, relocation and replacement work with the Seller and the owners and/or agents for the owners of the adjacent Shopping, and otherwise comply with any reasonable requests by the Seller and the owners and/or agents for the owners.
- iv. Repaint and restripe parking spaces within the TCE area which are directly impacted by the work performed herein.
- v. During the duration of the TCE, Buyer shall not block pedestrian access to the Seller's front door.

Seller understands and agrees that the work set forth in this Section 10, is outside of the TCE area required for the Buyer's street widening project and therefore the TCE area shall be considered to extend to all areas necessary, in the Buyer's sole and absolute discretion, for purposes of Buyer completing the work herein.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to their agent, Property Specialists, Inc.; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal

to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under

Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

15. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

16. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

17. CONTINGENCY. It is understood and agreed between the Parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereto.

This Agreement contains the entire agreement between both Parties. Neither party relies upon any warranty or representation not contained in this Agreement.

18. LEFT INTENTIONALLY BLANK

19. SETTLEMENT, WAIVER AND RELEASE. Excepting those obligations on Buyer's part as set forth herein, Seller for itself and for its agents, successors and assigns fully waives, releases, acquits and discharges Buyer and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "Released Parties") from all claims that Seller and its agents, successors and assigns has or may have against the Released Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, compensation for the loss of improvements, including improvements pertaining to the realty, furniture, fixture, and equipment; compensation for business goodwill, or lost income (past or future); compensation for damages to the remainder (i.e., severance damages); economic or consequential damages; professional consultant fees and attorney's fees and costs; precondemnation damages; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Interests; any right to enforce obligation(s) placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of the Buyer's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from the Buyer's breach of any agreement, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of the Buyer's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "Similar Provision"). Thus, Seller and its agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner the matters released in Section 14 above. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: 18/1, _____

20. MISCELLANEOUS

1. Survival. Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

2. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by the Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller' and the Buyer's performance hereunder, as appropriate, and any breach thereof by the Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

3. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section 20. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Link Alondra Center, LLC
 801 Parkcenter Drive, #130
 Santa Ana, CA 92705-3599

If to the Buyer: CITY OF SANTA FE SPRINGS
 Attn: Noe Negrete
 11710 Telegraph Road
 Santa Fe Springs, CA 90670

4. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten-day period.

5. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Buyer and Seller.

7. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

8. Time of Essence. Time is of the essence of each provision of this Agreement.

9. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

10. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

11. Effective Date. This Agreement shall become effective upon the full execution by the Parties (the "**Effective Date**").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

CITY OF SANTA FE SPRINGS

BY: _____

MAILING ADDRESS OF BUYER:

11710 Telegraph Road
Santa Fe Springs, CA 90670

APPROVED AS TO FORM

BY: _____

ATTEST

BY: _____
City Clerk

DATE: _____

SELLER

LINK ALONDRA CENTER, LLC, a California
Limited Liability Company

BY: Michael Tenkoff

DATE: 20 May 2019

MAILING ADDRESS OF SELLER:

801 Parkcenter Drive, #110
Santa Ana, CA 92705-3599

EXHIBIT "A"

Grant Deed

Recording requested by:
City Clerk of the City of Santa Fe Springs
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX \$ NONE

A.P. No. 7001-012-039

Per Gov't Code 11922

GRANT DEED

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

Link Alondra Center, LLC, a California Limited Liability Company

as to (hereinafter referred to as "Grantor") hereby grants to **City Santa Fe Springs, a California Municipal** Corporation (hereinafter referred to as "City"), the following described interests in real property located in the County of Los Angeles, State of California:

In Fee Simple, all that portion of certain real property situated at 14120 Alondra Boulevard, City of Santa Fe Springs, County of Los Angeles, State of California, described as follows:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" AND "B".

GRANTOR:

Dated: 20 May 2019

Name: Manuel Tenkoff

Title: MEMBER

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
R/W ACQUISITION ALONDRA BOULEVARD
AP NO. 7001-012-039 (14120-14140 ALONDRA BOULEVARD)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, together with that portion of Parcel 2 of Parcel Map No. 1405, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys and in Book 48, Page 30 of Parcel Maps, respectively, in the office of the County Recorder of said County, described as follows:

Commencing at the northwest corner of said Parcel 2 of Parcel Map No. 1405, said northwest corner being on a line parallel with and 50.00 feet southerly of the centerline of Alondra Boulevard as shown on said Parcel Map; thence along said parallel line North $89^{\circ} 31' 28''$ East 106.00 feet to a point on a non-tangent curve concave southerly having a radius of 1392.00 feet, a radial of said curve to said point bears North $2^{\circ} 35' 46''$ East, said point also being the True Point of Beginning; thence leaving said parallel line easterly and southeasterly 43.05 feet along said curve through a central angle of $1^{\circ} 46' 20''$ to the beginning of a reverse curve concave northerly having a radius of 1408.00 feet, the easterly terminus of said curve being tangent to a line parallel with and 58.00 feet southerly of said centerline of Alondra Boulevard; thence easterly 119.03 feet along said curve through a central angle of $4^{\circ} 50' 38''$ to last said parallel line; thence along said parallel line North $89^{\circ} 31' 28''$ East 62.18 feet to the east line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said east line North $0^{\circ} 36' 09''$ West 28.00 feet to a line parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said east line along last said parallel line South $89^{\circ} 31' 28''$ West 66.00 feet to the northerly prolongation of the easterly line of said Parcel 2; thence leaving said parallel line along said northerly prolongation of Parcel 2 South $0^{\circ} 36' 09''$ East 20.00 feet to said line being parallel with and 50.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said northerly prolongation along last said parallel line South $89^{\circ} 31' 28''$ West 158.00 feet to the True Point of Beginning.

Containing an area of 2,628 square feet, more or less.

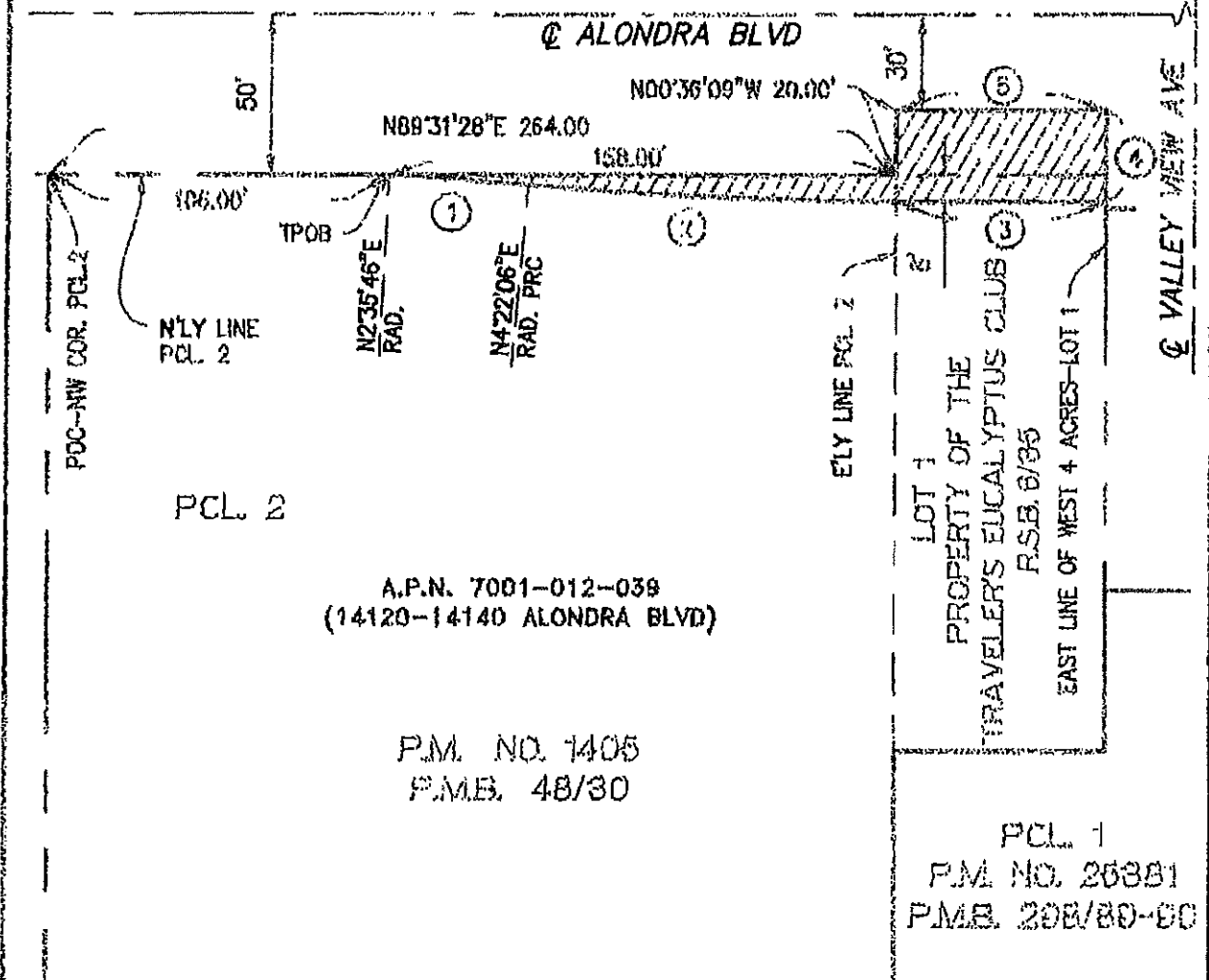
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"

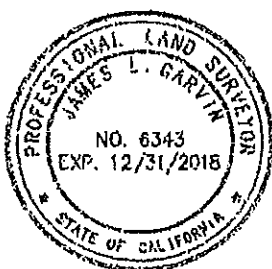
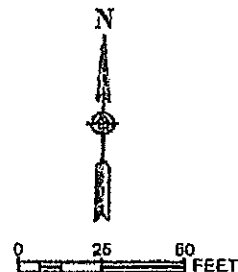


COURSE DATA TABLE

- ① Δ= 1°40'20" R=1392.00' L=43.05'
- ② Δ= 4°50'38" R=1408.00' L=119.03'
- ③ N89°31'28"E 62.18'
- ④ N00°36'09"W 20.00'
- ⑤ N89°31'28"E 66.00'

LEGEND

- INDICATES R/W ACQUISITION AREA (2,628 SQ. FT.)



 Anderson Penina Partners 3737 Birch Street, Suite 250 Newport Beach, CA 92660 P 949.428.1500 F 949.258.5053 APPROVED BY <i>[Signature]</i> 2/29/2017	ALONDRA BLVD RIGHT OF WAY ACQUISITION A.P.N. 7001-012-039	SHEET 1 OF 1 DATE: 02/17
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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 5/20/2019 before me, Jeremy Scott Miller

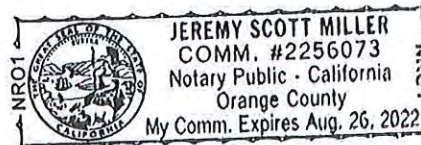
personally appeared Michael Tenkoff
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeremy Miller
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signature(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signature(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signature(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural form by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct form(s). Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of _____, 2019, from **Link Alondra Center, LLC** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2019

By: _____

ATTEST:

EXHIBIT "B"

Temporary Construction Easement

Recording requested by:

City Clerk of the City of Santa Fe Springs
WHEN RECORDED MAIL TO:

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

FREE RECORDING REQUESTED – Essential to acquisition
City of Santa Fe Springs – See Gov't Code 6103
DOCUMENTARY TRANSFER TAX \$ NONE

A.P. No. 7001-012-039

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Link Alondra Center, LLC, a California Limited Liability Company

hereinafter termed Grantor, does hereby grant to the **City of Santa Fe Springs, a municipal corporation**, hereinafter termed Grantee, an exclusive easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Santa Fe Springs, County of Los Angeles, State of California, as described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of one hundred twenty (120) calendar days commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee an automatic extension of the Temporary Construction Easement for a period of an additional thirty (30) day term.

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBITS "A" and "B".

GRANTOR:

Dated: 20 May 2019

Name: Mural Turkof

Title: MEMBER

02-22-2017

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
AP NO. 7001-012-039 (14120-14140 ALONDRA BOULEVARD)

That portion of Lot 1 of the "Property of the Traveler's Eucalyptus Club", in the Rancho Los Coyotes, together with that portion of Parcel 2 of Parcel Map No. 1405, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on the map as filed in Book 6, Page 35 of Record of Surveys and in Book 48, Page 30 of Parcel Maps, respectively, in the office of the County Recorder of said County, described as follows:

Beginning at the northwest corner of said Parcel 2 of Parcel Map No. 1405, said northwest corner being on a line parallel with and 50.00 feet southerly of the centerline of Alondra Boulevard as shown on said Parcel Map; thence along said parallel line North $89^{\circ} 31' 28''$ East 106.00 feet to a point on a non-tangent curve concave southerly having a radius of 1392.00 feet, a radial of said curve to said point bears North $2^{\circ} 35' 46''$ East; thence leaving said parallel line easterly and southeasterly 43.05 feet along said curve through a central angle of $1^{\circ} 46' 20''$ to the beginning of a reverse curve concave northerly having a radius of 1408.00 feet, the easterly terminus of said curve being tangent to a line parallel with and 58.00 feet southerly of said centerline of Alondra Boulevard; thence easterly 119.03 feet along said curve through a central angle of $4^{\circ} 50' 38''$ to last said parallel line; thence along said parallel line North $89^{\circ} 31' 28''$ East 62.18 feet to the east line of the West 4 Acres of said Lot 1; thence leaving said parallel line along said east line South $0^{\circ} 36' 09''$ East 20.00 feet to a line parallel with and 78.00 feet southerly of said centerline of Alondra Boulevard; thence leaving said east line along last said parallel line South $89^{\circ} 31' 28''$ West 62.18 feet to the beginning of a curve concave northerly having a radius of 1428.00 feet; thence leaving said parallel line westerly 92.58 feet along said curve through a central angle of $3^{\circ} 42' 53''$; thence non-tangent North $0^{\circ} 28' 10''$ West 8.66 feet; thence South $89^{\circ} 31' 10''$ West 90.87 feet; thence North $0^{\circ} 28' 10''$ West 3.34 feet; thence South $89^{\circ} 31' 50''$ West 84.42 feet to the westerly line of said Parcel 2; thence along said westerly line North $0^{\circ} 36' 09''$ West 13.00 feet to the Point of Beginning.

Containing an area of 4,203 square feet, more or less.

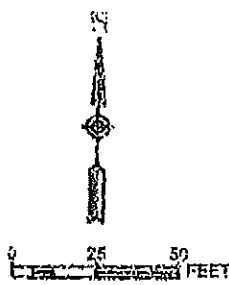
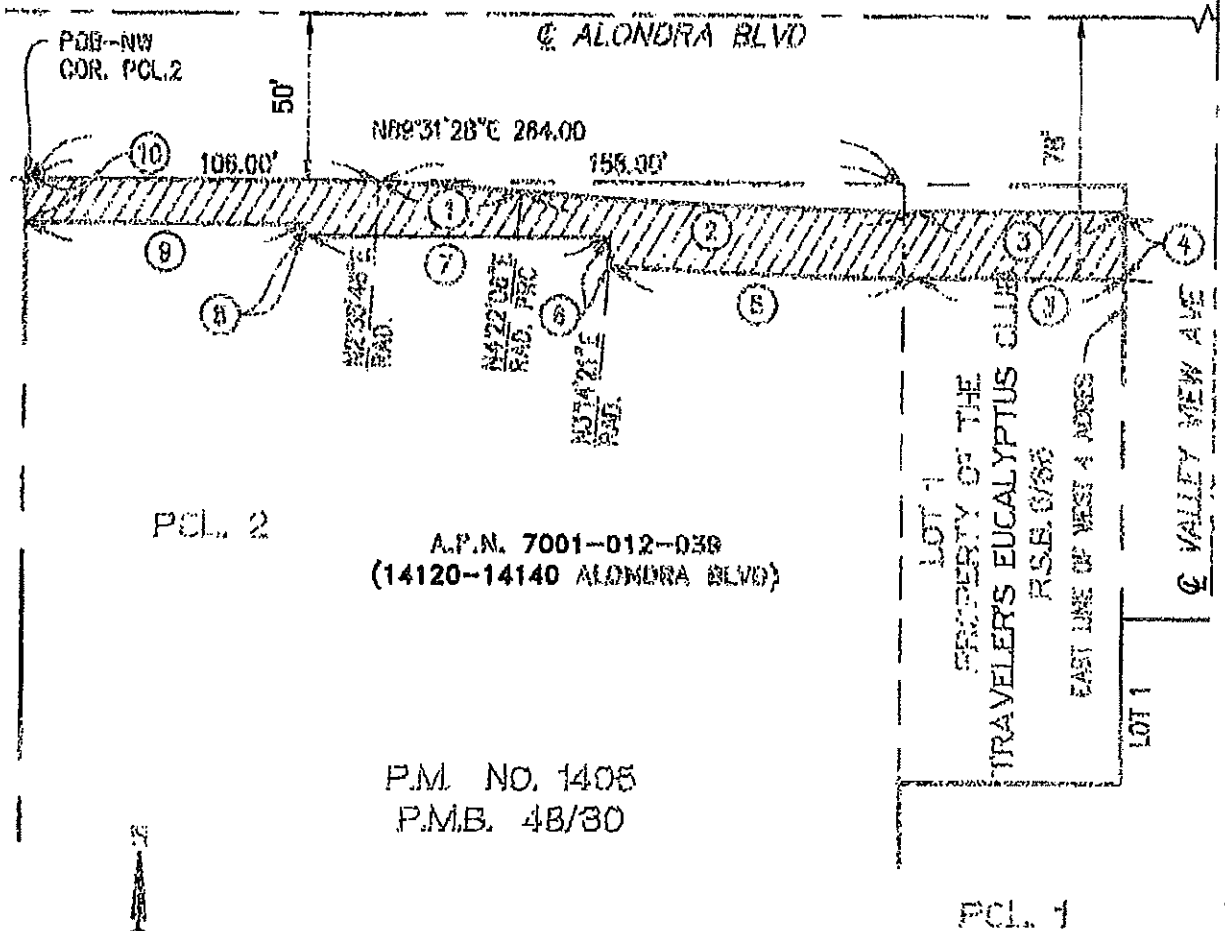
All as shown on Exhibit 'B' attached hereto and made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JAMES L. GARVIN, PLS 6343



EXHIBIT "B"



COURSE DATA TABLE

① Δ= 1'46'20" R=1392.00' L=43.05'	⑥ N00°28'10"W 8.66'
② Δ= 4'50'38" R=1408.00' L=119.03'	⑦ N89°31'10"E 90.67'
③ N89°31'28"E 62.18'	⑧ N00°28'10"W 3.34'
④ N00°36'09"W 20.00'	⑨ N89°31'50"E 84.42'
⑤ Δ= 3'42'53" R=1428.00' L=92.58'	⑩ N00°36'09"W 13.00'

LEGEND

- INDICATES TCE AREA (4,203 SQ. FT.)

 Anderson Penna Partners 3737 Birch Street, Suite 250 Newport Beach, CA 92660 P 949.428.7800 F 949.258.5053 APPROVED BY <i>James A. Garvin</i> 2/29/2017	ALONDRA BLVD	SHEET 1 OF 1
	TEMPORARY CONSTRUCTION EASEMENT	DATE: 02/17
	A.P.N. 7001-012-039	

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 5/20/2019 before me, Jeremy Scott Miller, A Notary Public
(Please print name and title of the officer)

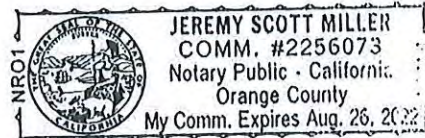
personally appeared Michael Tenkoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeremy Scott Miller
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Temporary Construction
Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary recording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the recording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document sign(s) personally appeared before the notary public for acknowledgment.
- Date of notarial act must be the date that the sign(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document sign(s) who personally appear at the time of notarial act.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2019, from **Link Alondra Center, LLC** is hereby accepted by the order of the City Council of the City of Santa Fe Springs on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2019

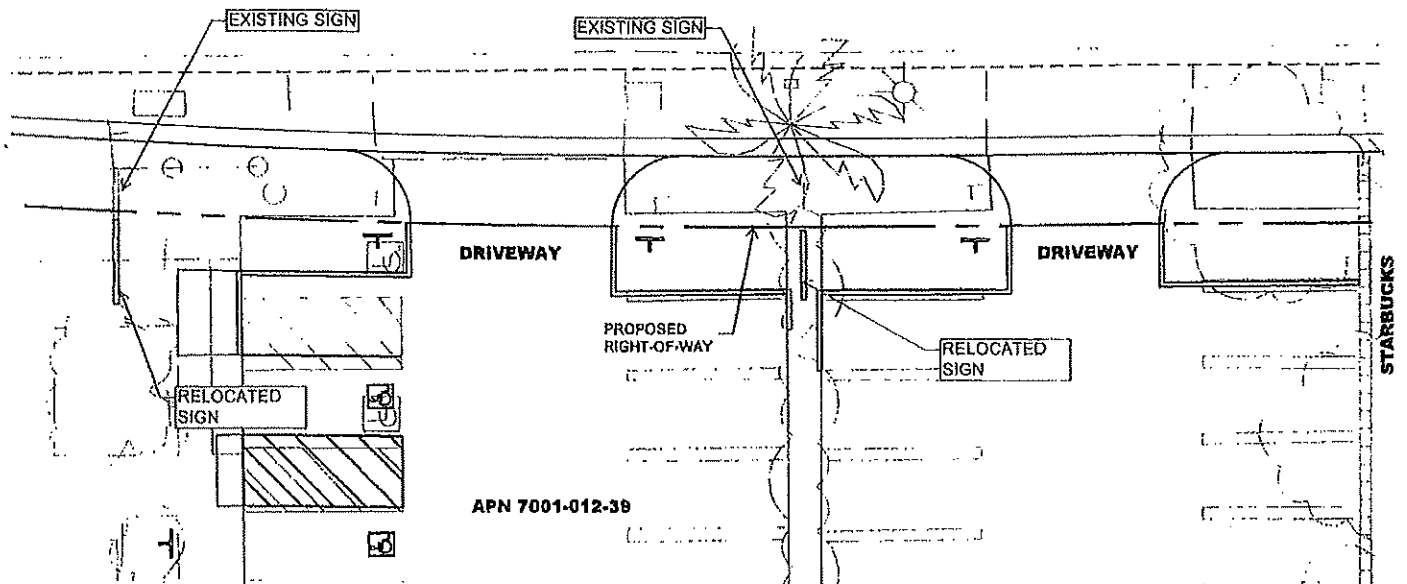
By: _____

ATTEST:

EXHIBIT "C"

Buyers Construction and Curative Work

ALONDRA BLVD.



RELOCATED SIGN
LINK ALONDRA CENTER
7001-012-39



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

June 13, 2019

NEW BUSINESS

Approval of Parcel Map No. 78232 - located at Northwest Corner of Telegraph Road and Santa Fe Springs Road

RECOMMENDATION

- Approve Parcel Map No. 78232;
- Find that Parcel Map No. 78232 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 78232.

BACKGROUND

The Planning Commission, at its regular meeting on September 10, 2018, approved Tentative Parcel Map No. 78232 allowing the subdivision of the 44.67-acre site into five parcels. The largest parcel measuring 26.77 acres, is located in the western half of the overall site and will be reserved for oil extraction operations. The remaining four parcels with a combined area of 17.90 acres, are located on the southern and eastern portion of the site will be developed as an industrial business park. Nine producing oil and gas wells and water injection wells located within the proposed development will continue to operate undisturbed by the project.

A Parcel Map is required for the subdivision of the existing 44.67-acre site into five (5) parcels: (Parcel 1 = 186,493 sq. ft.), (Parcel 2 = 153,827 sq. ft.), (Parcel 3 = 298,474 sq. ft.), (Parcel 4 = 140,791 sq. ft.), and (Parcel 5 = 1,166,135 sq. ft.). The intent is to create independent parcels for each of the four proposed buildings and retain one parcel for oil extraction operations.

A full-sized copy of the parcel map is available in the office of the City Clerk.

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

Raymond R. Cruz
City Manager

Attachments:

Exhibit A: Location Map

Exhibit B: Planning Commission Report

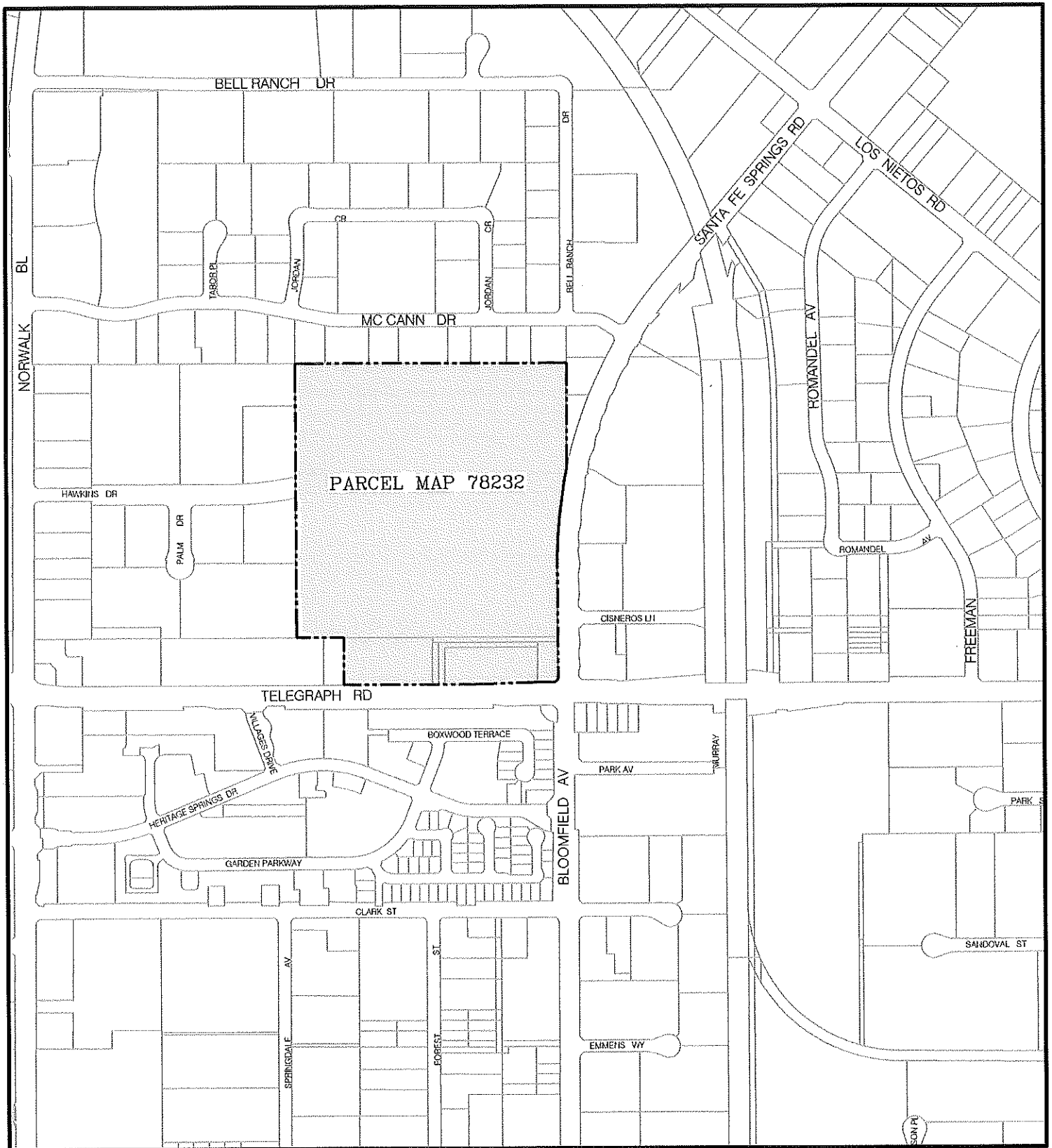
Report Submitted By:

Noe Negrete
Director of Public Works

Handwritten initials in blue ink, possibly "NN".

Date of Report: June 6, 2019

EXHIBIT A



LOCATION MAP

PM78232 - (OLD BREITBURN FACILITY)
N/W CORNER OF TELEGRAPH RD AND BLOOMFIELD AVE

EXHIBIT B



City of Santa Fe Springs

Planning Commission Meeting

September 10, 2018

PUBLIC HEARING (continued from July 9, 2018 and August 13, 2018 PC meetings)

Adoption of Mitigated Negative Declaration

Tentative Parcel Map No. 78232

Development Plan Approval Case Nos. 930, 931, 932, and 933

A request to allow a 44.67-acre site consisting of seven parcels to be subdivided into five parcels and developed with:

DPA 930: a 78,417 sq. ft. building on a 4.28-acre parcel (Building 1);

DPA 931: a 58,463 sq. ft. building on a 3.53-acre parcel (Building 2);

DPA 932: a 121,124 sq. ft. building on a 6.85-acre parcel (Building 3);

DPA 933: a 60,117 sq. ft. building on a 3.23-acre parcel (Building 4);

The remaining 26.77-acre parcel will be reserved for oil extraction operations. The project site is located at the northwest corner of Telegraph Road and Santa Fe Springs Road (APNs 8005-015-011, 8005-015-013, 8005-015-023, 8005-015-024, 8005-015-025, 8005-015-026, and 8005-015-027), within the M-2, Heavy Manufacturing Zone and Telegraph Road Corridor. (Breitburn Operating L.P.)

**The Building Official has assigned the following addresses: 12451 Telegraph Road (Building 1), 12551 Telegraph Road (Building 2), 10251 Santa Fe Springs Road (Building 3), and 10051 Santa Fe Springs Road (Building 4).*

RECOMMENDATIONS:

That the Planning Commission take the following actions:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 78232 and Development Plan Approval Case Nos. 930, 931, 932 and 933 and, thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan; and
- Find that Tentative Parcel Map No. 78232 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of a tentative or final map; and
- Find that the applicant's request meets the criteria set forth in §155.739 of the Zoning Regulations, for the granting of a Development Plan Approval; and
- Approve and adopt the proposed Mitigated Negative Declaration with Traffic Study and Mitigation Monitoring and Reporting Program (IS/MND/MMRP) which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment; and

- Approve Tentative Parcel Map No. 78232 and Development Plan Approval Case Nos. 930, 931, 932 and 933, subject to the conditions of approval as contained within Resolution 82-2018; and
- Adopt Resolution No. 82-2018, which incorporates the Planning Commission's findings and actions regarding this matter.

LOCATION & BACKGROUND

Tentative Parcel Map No. 78232 and Development Plan Approval Case Nos. 930, 931, 932 and 933 were originally scheduled to be heard at the July 9, 2018 Planning Commission meeting. The applicant requested a continuance to allow for additional time to review and confirm the conditions of approval, so the project was continued to the August 13, 2018 Planning Commission meeting. Prior to the August meeting, the applicant hired a new attorney who requested additional time to review the project as a whole. As such, the project was continued again to the September 10, 2018 Planning Commission meeting.

The subject site is located at the northwest corner of Telegraph Road and Santa Fe Springs Road. It is comprised of seven parcels and measures 44.67 acres in size. The site has been utilized for oil extraction operations since the 1920s, and Breitburn Operating L.P. has owned and operated the oil field since the 1990s. Today, the site is occupied by oil pumping jacks, pipes, construction materials, utility poles, electrical equipment, and six palm trees. Ground cover consists of dirt and gravel.

STREETS AND HIGHWAYS

Telegraph Road and Santa Fe Springs Road are both designated as Major Highways within the Circulation Element of the General Plan. Access to the site is currently provided by one driveway located along the north side of Telegraph Road and one driveway along the west side of Santa Fe Springs Road. New driveways will replace the existing driveways once the property is developed.

ZONING & GENERAL PLAN LAND USE DESIGNATION

The subject site is within the Telegraph Road Corridor and zoned M-2, Heavy Manufacturing. It is used for oil extraction operations. Properties to the west, north and east are zoned M-2 and utilized for various industrial purposes. The subject site and properties to the west, north and east have a General Plan Land Use designation of Industrial. The Villages at Heritage Springs residential development is located south of Telegraph Road and is zoned R-3-PD and R-1-PD (Multi-Family Residential – Planned Development and Single Family Residential – Planned Development). Properties to the south have a General Plan Land Use designation

of Multiple Family Residential and Single Family Residential.

PROJECT DESCRIPTION

The applicant, Breilburn Operating L.P., is proposing to subdivide the 44.67-acre site into five parcels. The largest parcel, measuring 26.77 acres and located in the western half of the overall site, will be reserved for oil extraction operations. The remaining four parcels, with a combined area of 17.90 acres and situated on the southern and eastern portions of the site, will be developed as an industrial business park. Nine producing oil and gas wells and water injection wells located within the proposed development will continue to operate undisturbed by the project. The proposed project requires approval of the following entitlements:

Tentative Parcel Map (TPM) 78232 – to allow the subdivision of an approximately 44.67-acre site into five (5) parcels measuring 186,493 sq. ft. (Proposed Parcel 1), 153,827 sq. ft. (Proposed Parcel 2), 298,474 sq. ft. (Proposed Parcel 3), 140,791 sq. ft. (Proposed Parcel 4), and 1,166,135 sq. ft. (Proposed Parcel 5). The intent is to create independent parcels for each of the four proposed buildings and retain one parcel for oil extraction operations.

Development Plan Approval (DPA) Case Nos. 930 - 933 – to allow the construction of four Class A speculation buildings with a total gross floor area of 318,121 sq. ft. DPA Case No. 930 is to allow the construction of a 78,417 sq. ft. concrete tilt-up building (Building 1); DPA Case No. 931 is to allow the construction of a 58,463 sq. ft. concrete tilt-up building (Building 2); DPA Case No. 932 is to allow the construction of a 121,124 sq. ft. concrete tilt-up building (Building 3); and DPA Case No. 933 is to allow the construction of a 60,117 sq. ft. concrete tilt-up building (Building 4).

DEVELOPMENT PLAN APPROVAL CASE NOS. 930 – 933

Site Plan

The applicant is proposing to develop an industrial business park consisting of four concrete tilt-up buildings on an active oil field site. Specific site plan details associated with each DPA are below:

- DPA 930 (Building 1) – Total site area of 4.28 acres (186,493 sq. ft.). The building will be set back 38'-9" from Telegraph Road.
- DPA 931 (Building 2) – Total site area of 3.53 acres (153,827 sq. ft.). After two street dedications to add right turn lanes (2,575 sq. ft. and 2,993 sq. ft.) the parcel will measure 3.40 acres (148,259 sq. ft.). The building will be set back 40' from Telegraph Road prior to street dedications, and set back 117' from Santa Fe Springs Road. This parcel contains an easement for the placement of artwork at the corner of Telegraph Road and Santa Fe Springs Road. This artwork easement will remain in place.
- DPA 932 (Building 3) – Total site area of 6.85 acres (298,474 sq. ft.). The

building will be set back 72'-6" from Santa Fe Springs Road.

- DPA 933 (Building 4) – Total site area of 3.23 acres (140,791 sq. ft.). The property is oriented so that 75' of frontage is provided along Santa Fe Springs Road to allow access to the site, but the majority of the parcel is located behind a neighboring triangular-shaped parcel. The odd shape of the neighboring parcel means that a majority of the parcel does not technically adjoin a street and therefore does not have a side yard setback requirement. Because of this, the building itself is located approximately 25' from Santa Fe Springs Road at its nearest point.

All four of the site plans will meet the development standards for properties within the M-2, Heavy Manufacturing zone. No Modification Permits or Zone Variances are required for the proposed development.

Floor Plan

The applicant is proposing to construct four speculation buildings with a combined gross floor area of 318,121 sq. ft. Each building is proposed to include a mezzanine above a main office area, but specific floor layouts and size of office areas will be dictated by the future tenants of these buildings.

- DPA 930 (Building 1) – 73,796 sq. ft. building with a 4,621 sq. ft. mezzanine for a gross floor area of 78,417 sq. ft.
- DPA 931 (Building 2) – 54,463 sq. ft. building with a 4,000 sq. ft. mezzanine for a gross floor area of 58,463 sq. ft.
- DPA 932 (Building 3) – 117,124 sq. ft. building with a 4,000 sq. ft. mezzanine for a gross floor area of 121,124 sq. ft.
- DPA 933 (Building 4) – 56,117 sq. ft. building with a 4,000 sq. ft. mezzanine for a gross floor area of 60,117 sq. ft.

Elevations

Architecture will be consistent throughout the development to create a distinctive and contemporary industrial business park. All four buildings will have a minimum height of 34' and a maximum height of 38'-6". The buildings will include many enhanced architectural elements including glass features, high image office corners, and facade and parapet movements throughout the elevations. The two buildings along Telegraph Road will have flexible design features to allow for future non-industrial users, such as wall openings for patios, eating areas and trellises. The buildings have been designed with multiple entries to allow future flexibility with the size of spaces.

Landscaping Requirements

The project will include 100,686 sq. ft. of new landscaping. Trees, plants, shrubs and meandering sidewalks will continue the urban forest theme along Telegraph Road.

- DPA 930 (Building 1) – 22,143 sq. ft. of landscaping will be provided (exceeds requirement). The entire setback area along Telegraph Road will be landscaped, as well as five-foot wide planters along the western property line and adjacent to the building.
- DPA 931 (Building 2) – 27,432 sq. ft. of landscaping will be provided (exceeds requirement). The entire setback area along Telegraph Road will be landscaped, as well as a majority of the setback area along Santa Fe Springs Road. The property will also include a landscaped strip along the west elevation.
- DPA 932 (Building 3) – 36,251 sq. ft. of landscaping will be provided (exceeds requirement). A 31' wide landscaped area will be provided between Santa Fe Springs Road and the parking area, as well as a 5' to 8' wide landscaped strip around the building.
- DPA 933 (Building 4) – 14,860 sq. ft. of landscaping will be provided (exceeds requirement). Given this parcel's limited street frontage, a majority of the landscaping is provided along the southern elevation.

Parking Requirements

The project will provide a total of 491 parking stalls and 4 truck parking stalls. Assuming single-tenant occupancy for each building, each parcel will provide sufficient parking to meet code standards. Overall, the site will have 20 stalls more than required by code:

- DPA 930 (Building 1) – 127 stalls (118 required)
- DPA 931 (Building 2) – 91 stalls (91 required)
- DPA 932 (Building 3) – 177 stalls (168 required); 4 truck parking stalls (4 required)
- DPA 933 (Building 4) – 96 stalls (94 required)

Should any of the buildings be occupied by more than one tenant in the future, the property owner will need to provide additional parking stalls or obtain a Modification Permit before subleasing the building.

Loading / Roll Up Doors

All four of the proposed buildings will have dock high doors and grade level doors to facilitate truck delivery and loading. All loading doors will be strategically placed so that they will not be visible from the public rights-of-way. In total, the development will have 44 loading doors:

- DPA 930 (Building 1) – 9 dock high doors and 1 grade level door will be installed on the building's north-facing elevation.
- DPA 931 (Building 2) – 9 dock high doors and 1 grade level door will be

installed on the building's north-facing elevation.

- DPA 932 (Building 3) – 13 dock high doors and 2 grade level doors will be installed on the building's west-facing elevation.
- DPA 933 (Building 4) – 8 dock high doors and 1 grade level door will be installed on the building's west-facing elevation.

Trash Enclosures

Each building will be provided with a sufficiently-sized trash enclosure:

- DPA 930 (Building 1) – one provided at the rear of the building measuring 492 sq. ft. (492 sq. ft. required)
- DPA 931 (Building 2) – one provided at the rear of the building measuring 392 sq. ft. (392 sq. ft. required)
- DPA 932 (Building 3) – two provided along the rear property line measuring 350 sq. ft. and 356 sq. ft. (706 sq. ft. required)
- DPA 933 (Building 4) – one provided at the rear of the building measuring 400 sq. ft. (400 sq. ft. required)

Driveways

Public access to the project site will be made possible by two driveways located along the west side of Santa Fe Springs Road and a third driveway located on the north side of Telegraph Road. A street dedication will be required to provide a new deceleration lane along Telegraph Road, which will help facilitate safe maneuvering into the development. A fourth driveway located on the north side of Telegraph Road just west of Building 1 will be reserved for emergency access only. All four buildings will participate in a reciprocal access agreement for shared use of the driveways.

It should be noted that access to parcel 5 (the remaining active oil field) will be provided through gates located at the rear property line of parcel 1 and parcel 3. If and when parcel 5 is developed in the future, access will be provided via Hawkins Street.

Oil Wells

The subject site has been operating as an oil field for nearly a century, therefore extensive fieldwork will need to occur before any development can begin. Such work will include well abandonment, well reabandonment, oilfield infrastructure removal, and oilfield infrastructure relocation. There are 19 non-abandoned wells within the project area. Ten of these wells will be abandoned and nine will remain active after the site is developed. Of the nine wells that will remain active, four are injection wells, where brine water produced with the oil is reinjected back into the formation it originated from. Oil produced from the active wells is currently and will continue to be transported via underground pipelines to the Breitburn Tank Farm located south of Telegraph Road and east of Santa Fe Springs Road. The site also

has 20 previously-abandoned wells. The applicant will be working with the Division of Oil, Gas, & Geothermal Resources (DOGGR) and the City to determine if the previously-abandoned wells will need to be re-abandoned. Details regarding the wells associated with each DPA are below:

- DPA 930 (Building 1) – Site has 7 previously-abandoned wells, 4 wells to be abandoned, and 1 active well to remain.
- DPA 931 (Building 2) – Site has 5 previously-abandoned wells, 3 wells to be abandoned, and 1 active well to remain.
- DPA 932 (Building 3) – Site has 8 previously-abandoned wells, 3 wells to be abandoned, and 7 active wells to remain.
- DPA 933 (Building 4) – There are no wells present on this site.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail on June 27, 2018 to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and the City's Town Center on June 27, 2018, and published in a newspaper of general circulation (Whittier Daily News) on June 27, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project. The project was originally scheduled to be heard at the July 9, 2018 Planning Commission meeting, but the applicant requested two continuances. Since the case was set for public hearing, the Planning Commission opened the public hearing to receive comments at both the July 9, 2018 and August 13, 2018 Planning Commission meetings before taking action to continue the project to the next meeting date. No comments were received at either meeting.

ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study indicates that the proposed project will not result in any significant adverse immitigable impacts on the environment; therefore, the City caused to be prepared and proposes to adopt a Mitigated Negative Declaration (MND) for the proposed project. The MND reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, Blodgett/Baylosis Environmental Planning, as to the potential environmental impacts of the proposed project on the environment.

The draft Initial Study/Mitigated Negative Declaration (IS/MND) identified several factors that may be potentially affected by the subject project, including Aesthetics, Greenhouse Gas Emissions, and Noise. These factors and their respective pertinent issues are discussed and analyzed within the IS/MND. Mitigations, where necessary, were implemented to help ensure the potential impacts are reduced to a less than significant level. A detailed analysis can be found in the IS/MND. The monitoring and reporting on the implementation of mitigation measures, including the monitoring action, monitoring agency, and the period for implementation, are identified in the Mitigation Monitoring and Reporting Program (attachment #11).

The draft Initial Study/Mitigated Negative Declaration was circulated for the required 20-day public review period from June 11, 2018 to July 2, 2018. A Notice of Intent to Adopt a Mitigated Negative Declaration was posted with the Los Angeles County Clerk and a copy of the Initial Study/Mitigated Negative Declaration was also mailed to surrounding cities for their review and comment.

Staff received one response to the IS/MND from the South Coast Air Quality Management District, who recommended that a mobile source air quality health risk assessment be performed. The environmental consultant had considered mobile sources of pollution when drafting the IS/MND, and a response letter describing their findings was sent to the South Coast Air Quality Management District on July 5, 2018. A copy of the comment letter and subsequent response are attached to this report (attachment #12). Staff finds that all concerns raised by the correspondent have been properly reviewed and addressed.

STAFF REMARKS

Based on the findings set forth in attached Resolution 82-2018, staff finds that Tentative Parcel Map No. 78232 is consistent with the policies and goals set forth in the General Plan, Subdivision Map Act and California Environmental Quality Act (CEQA) requirement. Staff also finds that the applicant's request meets the criteria set forth in §155.739 of the City's Zoning Regulations for the granting of Development Plan Approval. Therefore, staff recommends that the Planning Commission adopt Resolution 82-2018, which incorporates said findings as well as the conditions of approval related the subject proposal.

AUTHORITY OF PLANNING COMMISSION:

Tentative Parcel Map


The Planning Commission, after receiving and hearing the results of investigations and reports on the design and improvements of any proposed division of real property for which a tentative map is filed, shall have the authority to impose requirements and conditions upon such division of land and to approve, conditionally approve or disapprove such map and division of land.

Development Plan Approval

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Regulations, to grant a Development Plan Approval when it has been found that said approval is consistent with the requirements, intent and purpose of the City's Zoning Regulations. The Commission may grant, conditionally grant or deny approval of a proposed development plan based on the evidence submitted and upon its own study and knowledge of the circumstances involved, or it may require submission of a revised development plan.

CONDITIONS OF APPROVAL:

Conditions of approval for TPM 78232 are attached to Resolution 82-2018 as Exhibit A, and conditions of approval for DPAs 930-933 are attached to Resolution 82-2018 as Exhibit B.



Wayne M. Morrell
Director of Planning

Attachments:

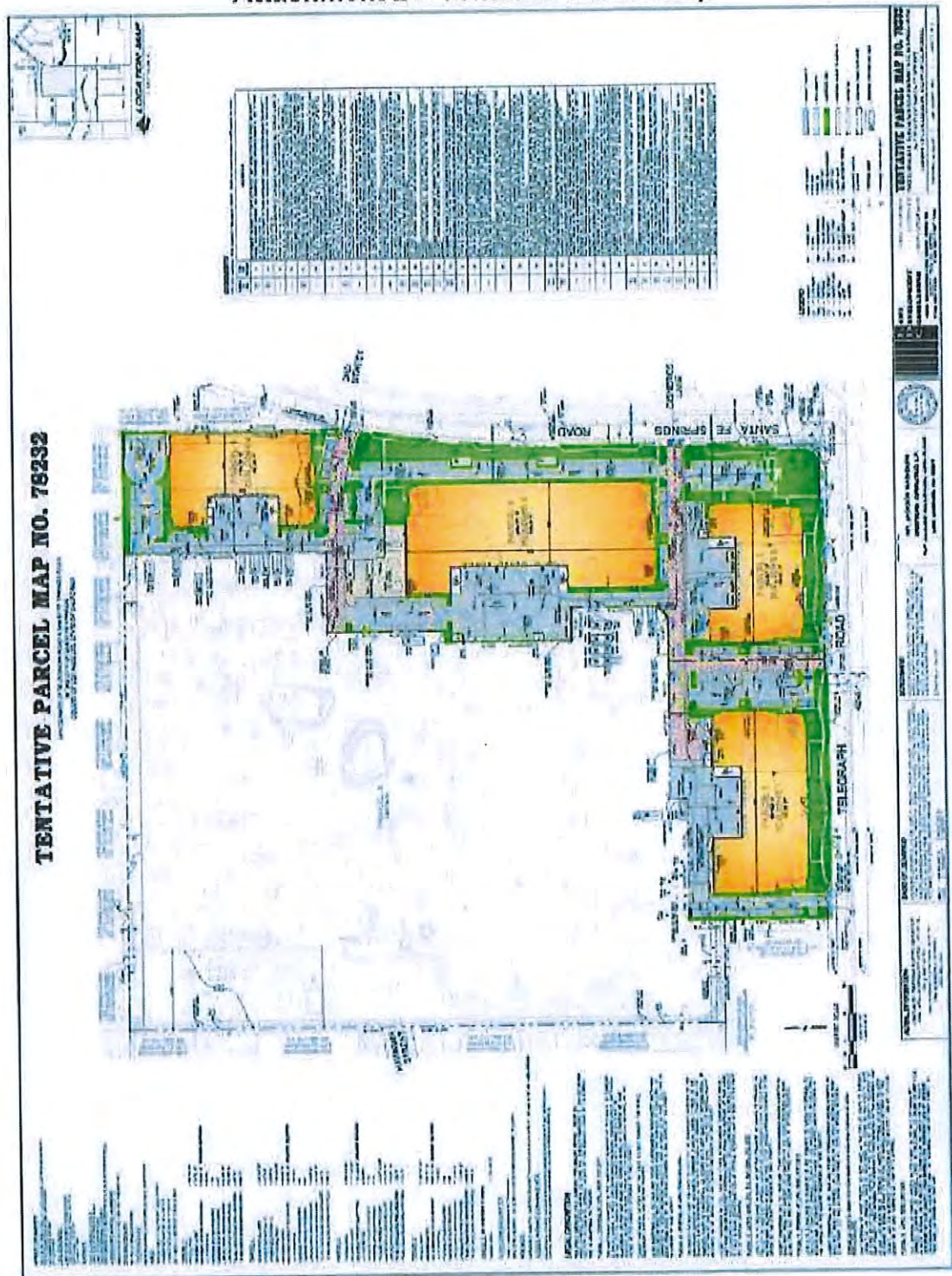
1. Aerial Photograph
2. Tentative Parcel Map
3. Site Plans
4. Elevations
5. Colored Rendering
6. Tentative Parcel Map Application
7. Development Plan Approval Application
8. Radius Map for Public Hearing Notice
9. Public Hearing Notice
10. IS/MND and Mitigation Monitoring and Reporting Program (previously provided to Planning Commissioners on July 2, 2018)
11. IS/MND Response to Comment Letter
12. Resolution 82-2018

Attachment 1 – Aerial Photograph

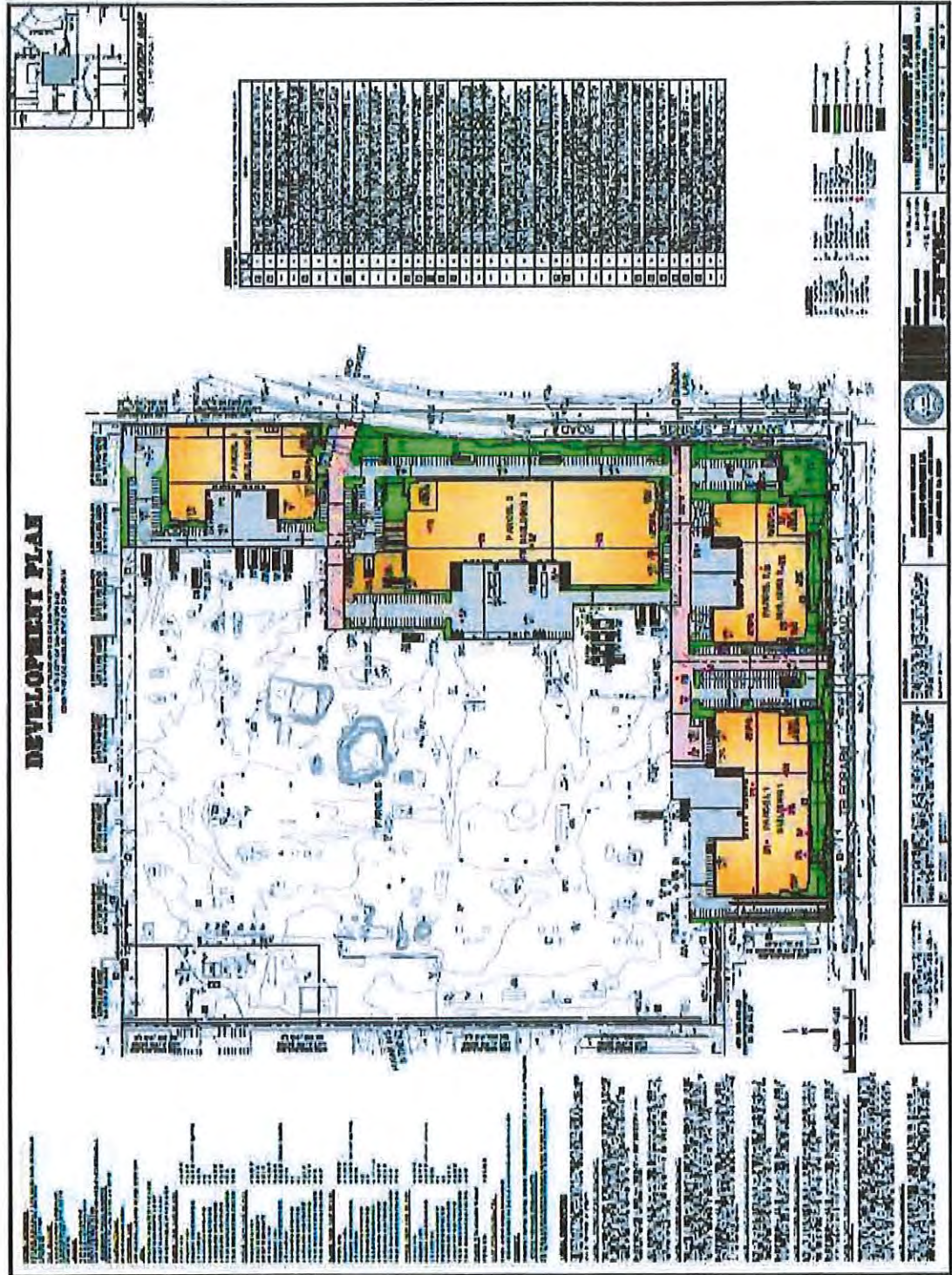


Breitburn Operating L.P.
NW Corner of Telegraph Road & Santa Fe Springs Road

Attachment 2 – Tentative Parcel Map



Attachment 3 – Site Plans Overall Site Plan



Attachment 3 – Site Plans DPA 930 (Building 1)



Parcel	Area (Acres)	Use	Notes
1	0.1	Residential	
2	0.1	Residential	
3	0.1	Residential	
4	0.1	Residential	
5	0.1	Residential	
6	0.1	Residential	
7	0.1	Residential	
8	0.1	Residential	
9	0.1	Residential	
10	0.1	Residential	
11	0.1	Residential	
12	0.1	Residential	
13	0.1	Residential	
14	0.1	Residential	
15	0.1	Residential	
16	0.1	Residential	
17	0.1	Residential	
18	0.1	Residential	
19	0.1	Residential	
20	0.1	Residential	
21	0.1	Residential	
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30	0.1	Residential	
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32	0.1	Residential	
33	0.1	Residential	
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96	0.1	Residential	
97	0.1	Residential	
98	0.1	Residential	
99	0.1	Residential	
100	0.1	Residential	

SITE PLAN DEVELOPMENT PLAN APPROVAL CASE NO. 930



Symbol	Description
[Symbol]	Building Footprint
[Symbol]	Parking Lot
[Symbol]	Driveway
[Symbol]	Street Light
[Symbol]	Landscaping
[Symbol]	Water Feature
[Symbol]	Other

Symbol	Description
[Symbol]	Building Footprint
[Symbol]	Parking Lot
[Symbol]	Driveway
[Symbol]	Street Light
[Symbol]	Landscaping
[Symbol]	Water Feature
[Symbol]	Other

DEVELOPMENT PLAN APPROVAL CASE NO. 930 PARCEL 1 / BUILDING 1 DATE: 9/4/2018 BY: [Signature] FOR: [Signature]	
PREPARED BY: [Name] [Title]	CHECKED BY: [Name] [Title]
DESIGNED BY: [Name] [Title]	APPROVED BY: [Name] [Title]
DRAWN BY: [Name] [Title]	REVIEWED BY: [Name] [Title]
CALCULATED BY: [Name] [Title]	FINAL REVIEWED BY: [Name] [Title]

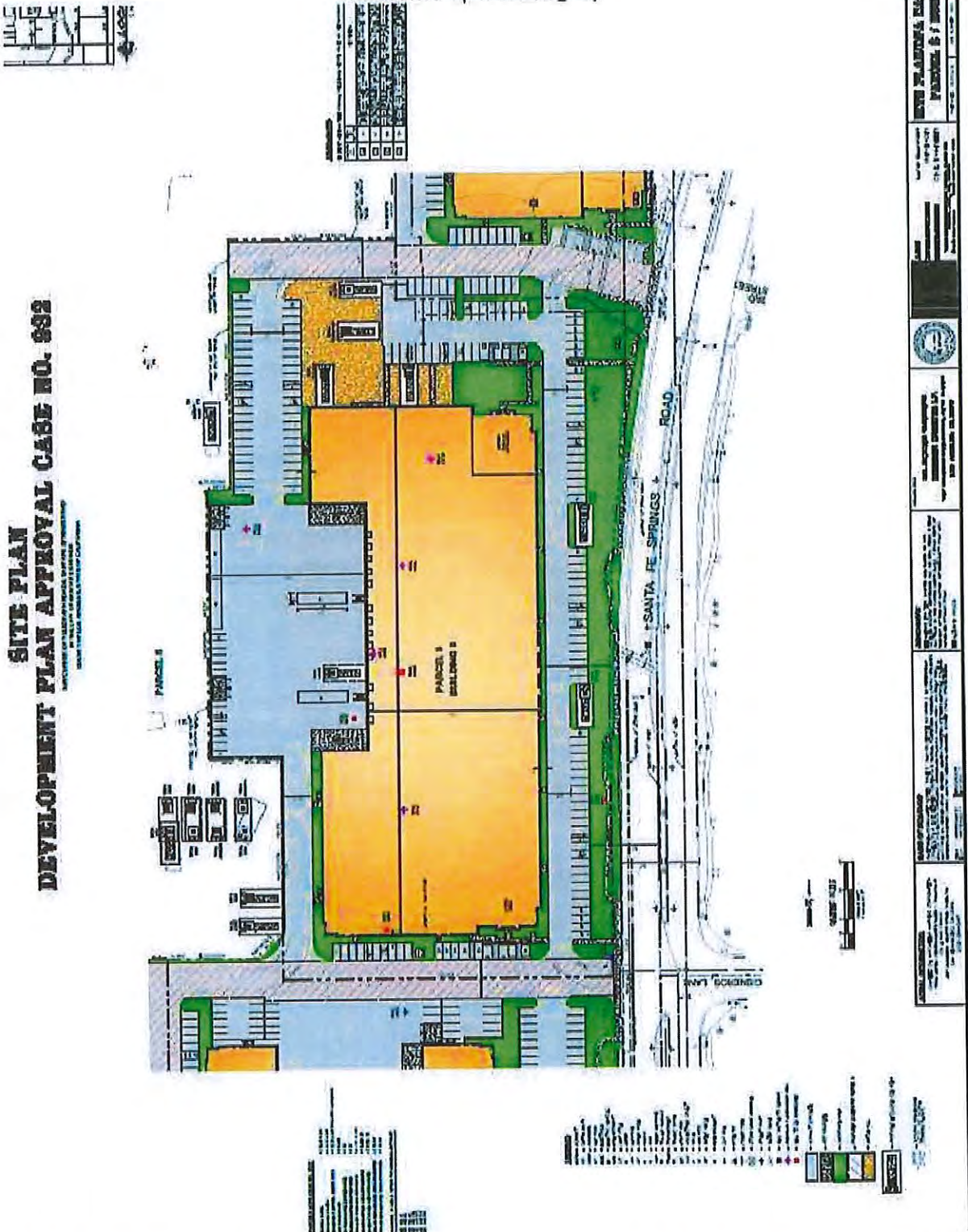
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[illegible]

Author's address: Department of Psychology, University of California, San Diego, 3551 La Jolla Village Drive, San Diego, CA 92093, USA. E-mail: shawn@uclink4.berkeley.edu

[illegible]

Attachment 3 – Site Plans
DPA 932 (Building 3)

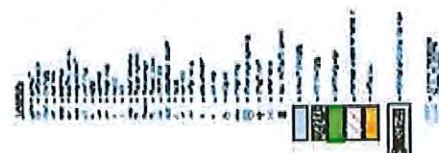
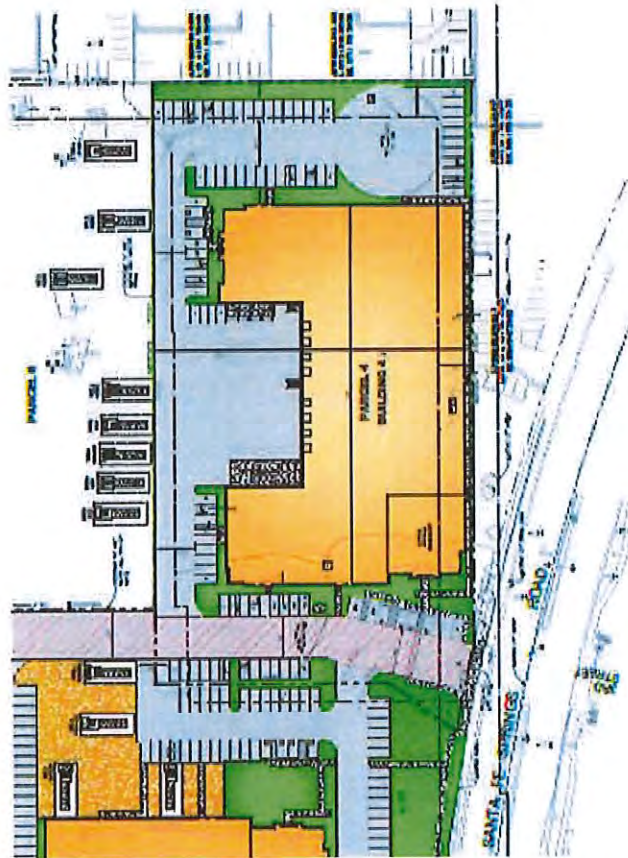


Attachment 3 – Site Plans DPA 933 (Building 4)

SITE PLAN DEVELOPMENT PLAN APPROVAL CASE NO. 933

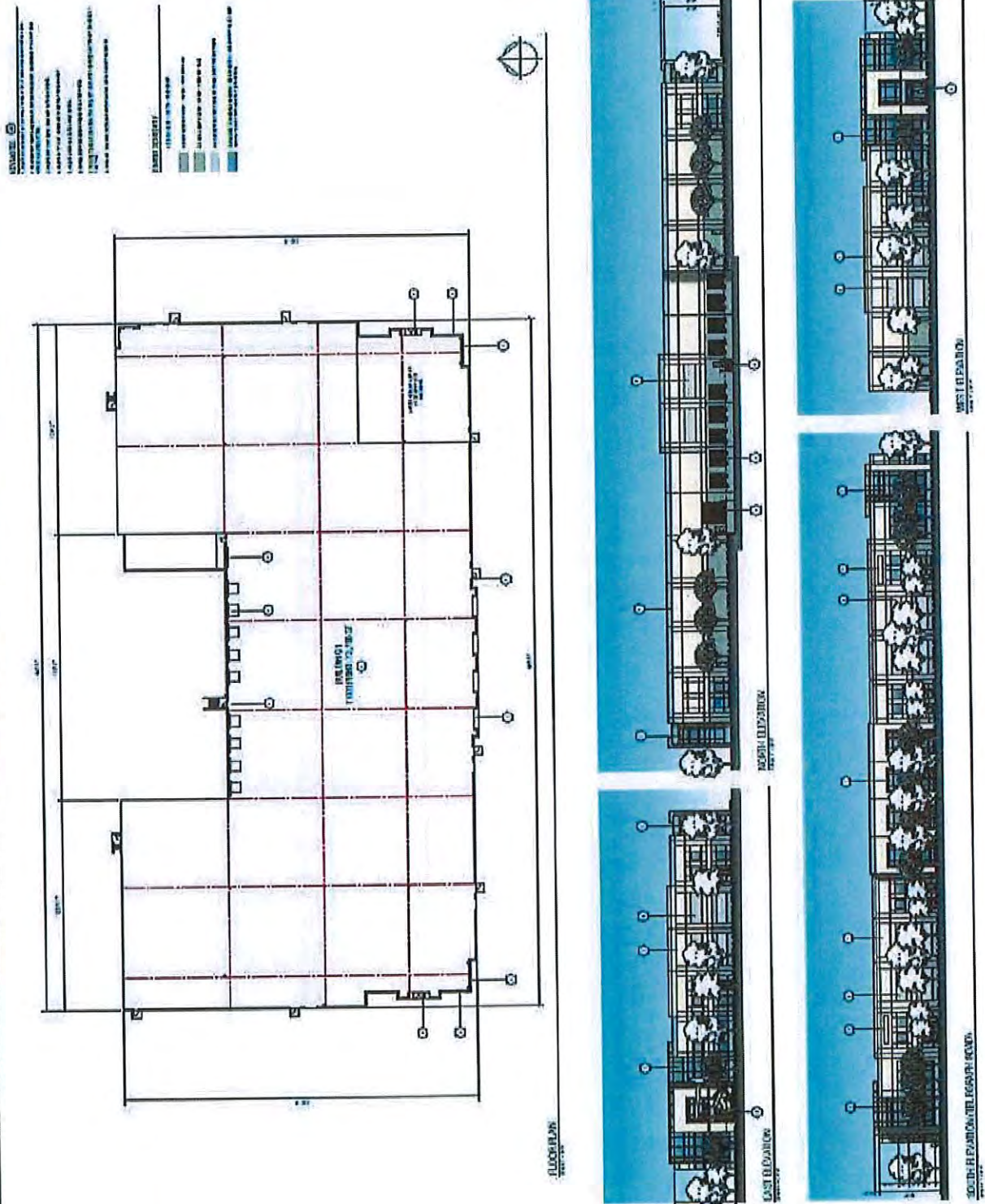


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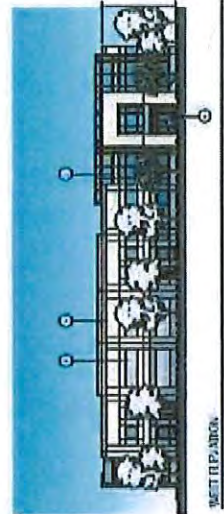
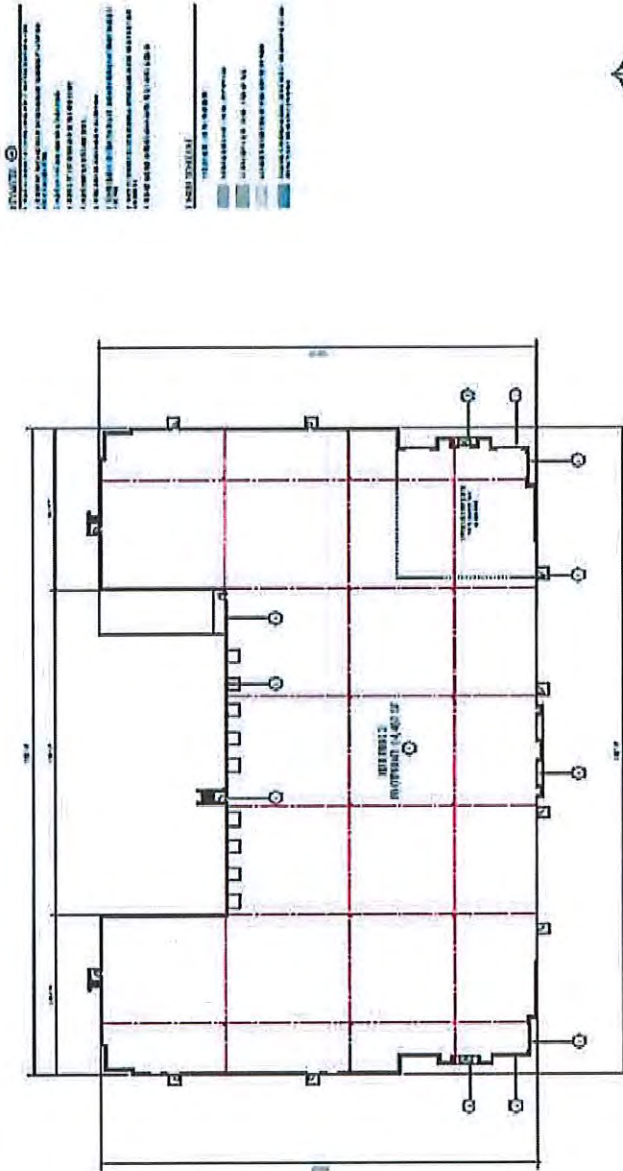


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Attachment 4 – Floor Plan & Elevations DPA 930 (Building 1)



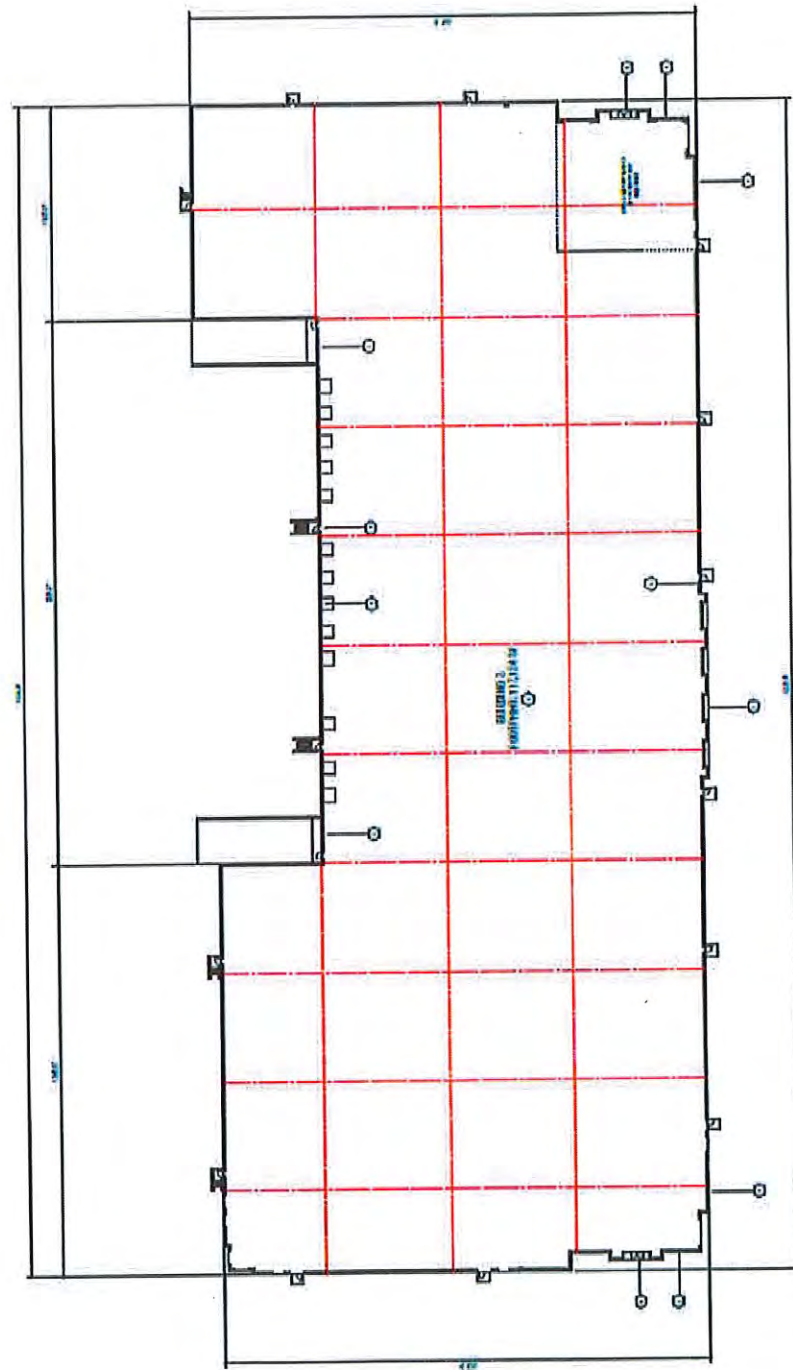
Attachment 4 – Floor Plan & Elevations DPA 931 (Building 2)



Attachment 4 – Floor Plan & Elevations DPA 932 (Building 3)

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALL OR THE CENTERLINE OF THE CURB.
3. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE WALL OR THE EXTERIOR FACE OF THE CURB.
4. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE WALL OR THE EXTERIOR FACE OF THE CURB.
5. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE WALL OR THE EXTERIOR FACE OF THE CURB.



QUESTION

A patient has been diagnosed with a urinary tract infection (UTI). The nurse is planning care for this patient. Which intervention is most appropriate?

ANSWER

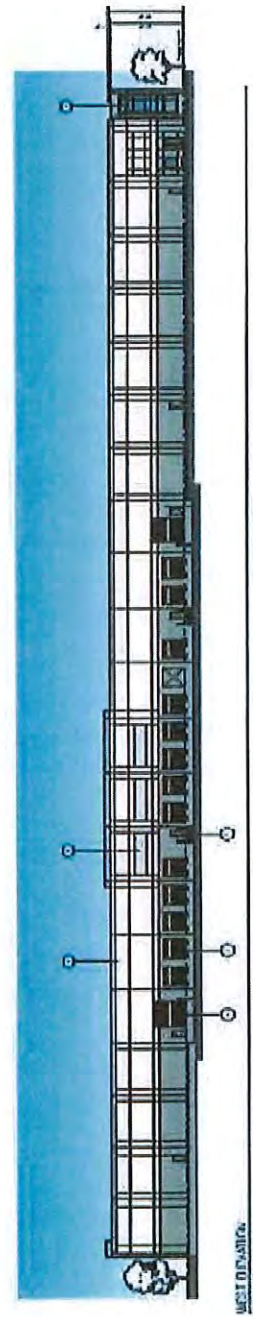
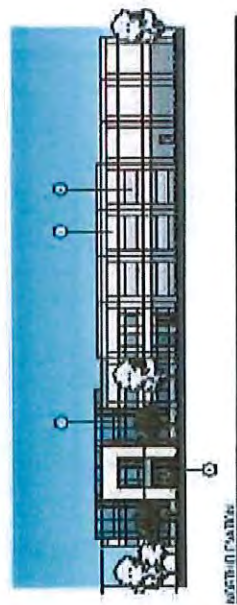
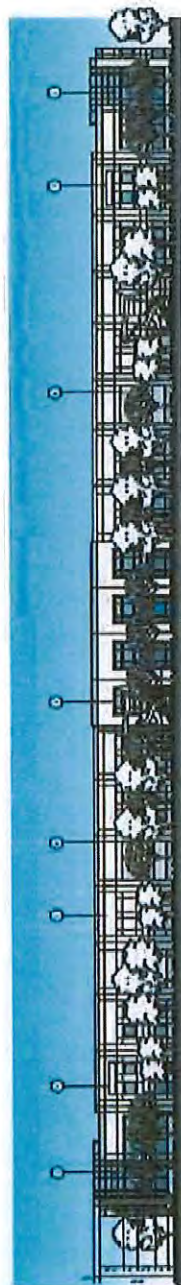
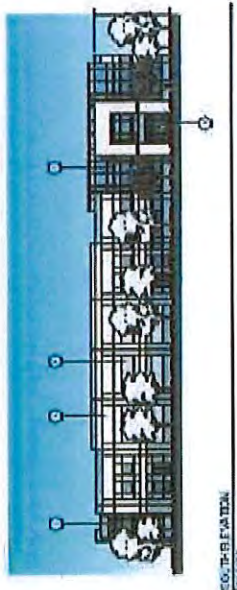
Encourage the patient to drink plenty of fluids.

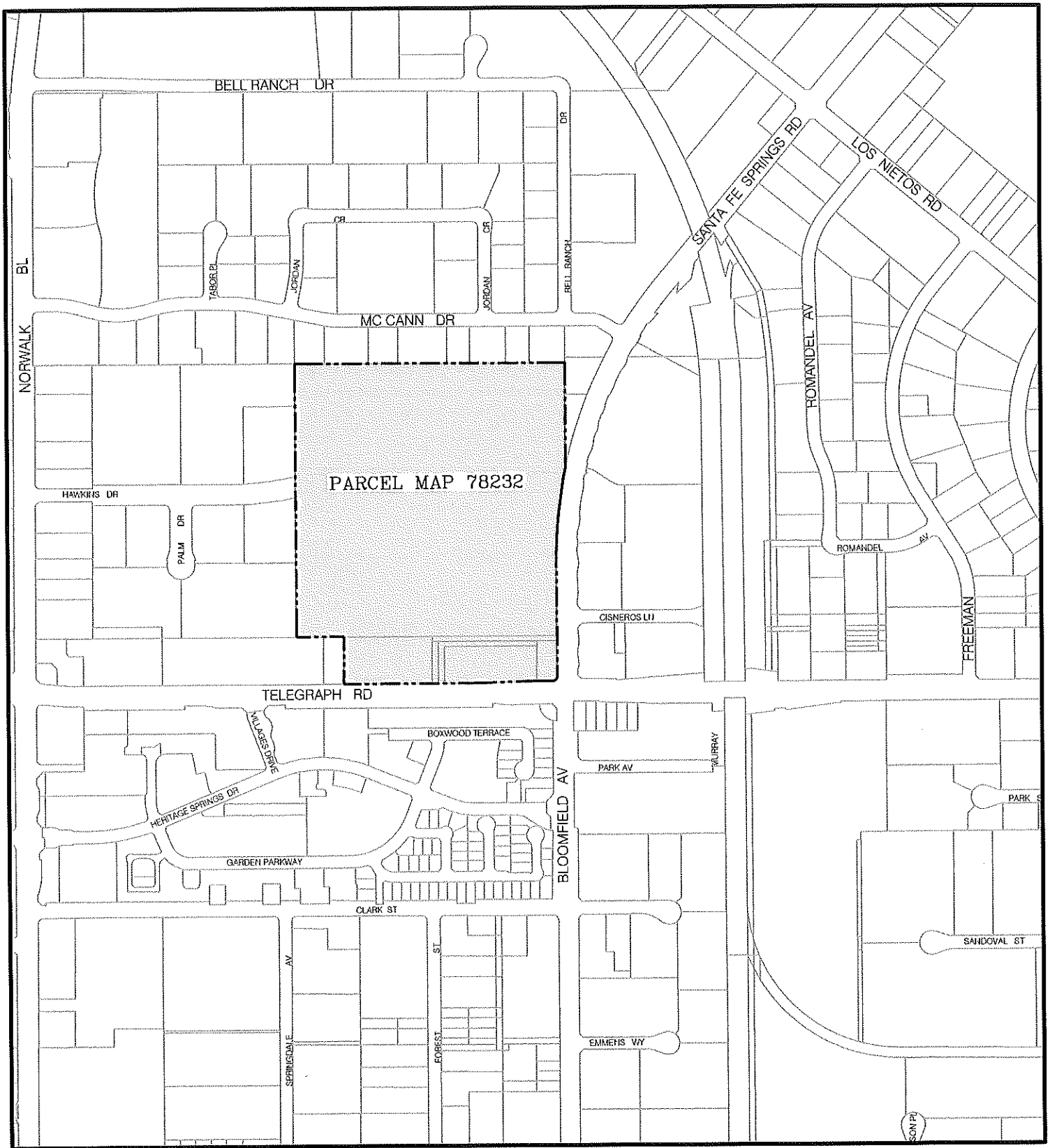
RATIONALE

The primary goal of treatment for a UTI is to eliminate the bacteria from the urinary tract. Encouraging the patient to drink plenty of fluids helps to flush the bacteria out of the system. Other interventions such as taking antibiotics, using pain relievers, or applying heat are also important, but they do not directly address the need to eliminate the bacteria.

TEST PLAN

Nursing Fundamentals / Medical-Surgical Nursing / Urinary System / Urinary Tract Infection

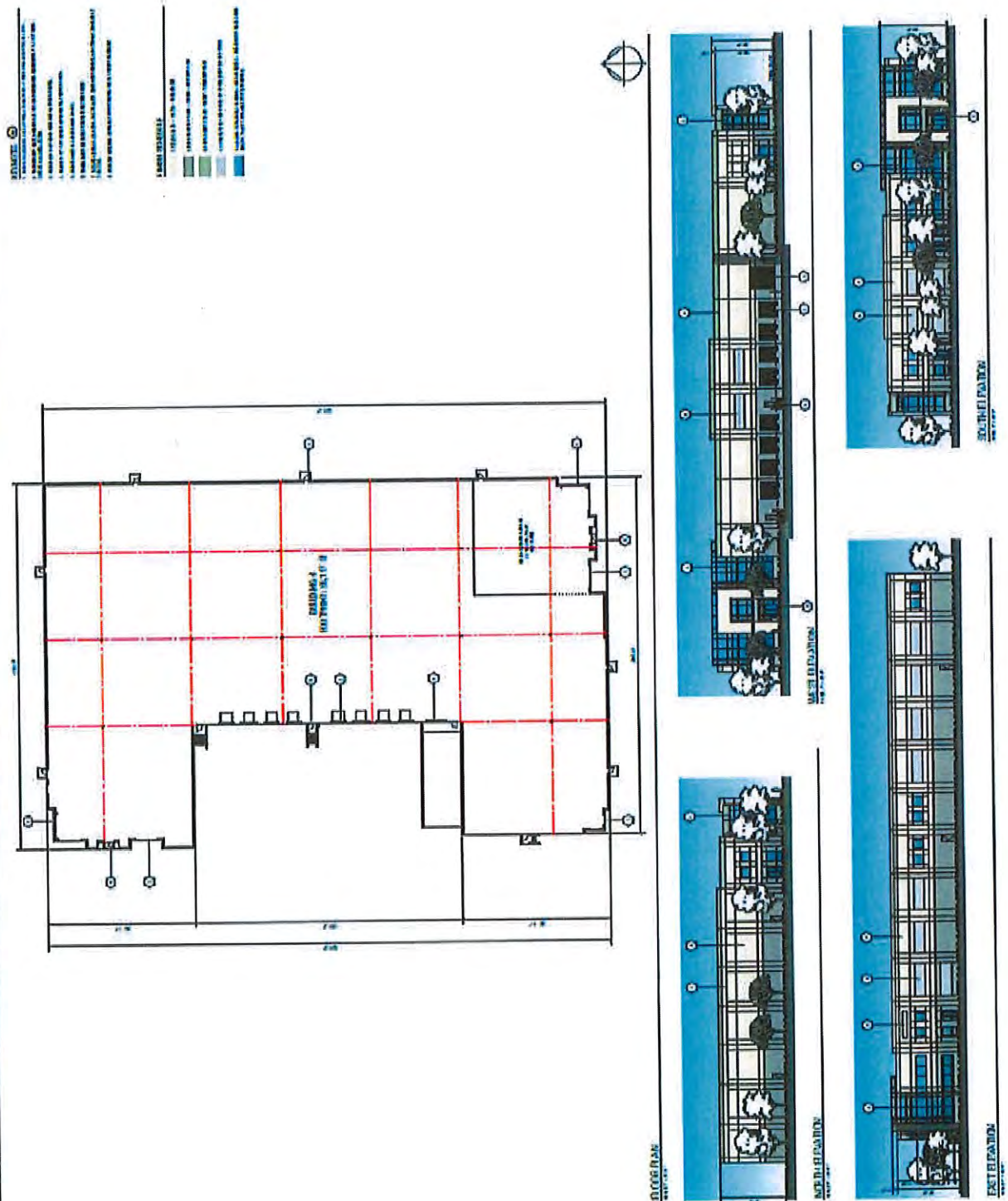




LOCATION MAP

PM78232 - (OLD BREITBURN FACILITY)
N/W CORNER OF TELEGRAPH RD AND BLOOMFIELD AVE

Attachment 4 – Floor Plan & Elevations DPA 933 (Building 4)



Attachment 5 – Colored Rendering



Attachment 6 –Tentative Parcel Map Application

City of Santa Fe Springs

**SUBDIVISION/TRACT/PARCEL MAP APPLICATION AND OWNER'S STATEMENT**

All applications, plans, maps, exhibits, and other documents must be accurate and complete for submission to the Planning and Development Department. Instructions for filing the Subdivision application are attached to this application, which contain general information, definitions, public hearing requirements, processing procedures and required fees. In addition, further supporting documents may be required upon the discretion of the Planning and Development Department. If the application is determined to be incomplete, the Planning and Development Department will notify the applicant via mail detailing the required document(s). Submission of an incomplete application will impede and prolong the application process.

PROPERTY LOCATION:	10025 Bloomfield Avenue 10025 Santa Fe Springs Road 12405 Telegraph Road Santa Fe Springs, CA 90670	Located at the Northwest corner of Telegraph Road and Telegraph Road
Address:		
Assessor's Parcel Number:	B005-015-011, -013, -023, -024, -025, -026, AND -027	

PURPOSE OF PARCEL (SUBDIVISION) MAP & LEGAL DESCRIPTION:

SEE ATTACHED.

PROJECT AND LAND USE DATA:

Existing Land Use: Oil Operations

Zoning Classification: M-2 HEAVY MANUFACTURING

Intended Land Uses of Lots within the Subdivision:

MANUFACTURING/INDUSTRIAL/OFFICE USE AND EXISTING OIL OPERATIONS

General Plan Land Use Classification: MANUFACTURING

Surrounding Land Uses:

North: MANUFACTURING
 South: RESIDENTIAL
 East: MANUFACTURING
 West: MANUFACTURING

Existing No. of Lots: 7 APNs CONSISTING OF 21 LOTS

Proposed No. of Lots: 5

Page 1

Attachment 6 – Tentative Parcel Map Application

Lot Area-per Parcel (S.F./Acres): SEE ATTACHED.

Building (footprint) Area-per Parcel: SEE ATTACHED.

Are dedications or public improvements required? NONE AT THIS TIME

PROJECT FINDING:

After submittal of the completed application, Planning and Development staff will review all documents prior to scheduling a public hearing at the earliest agenda before the Planning Commission of the City of Santa Fe Springs. The application will be evaluated based on the proposed (parcel map) subdivision, public testimony at the hearing, and the finding listed below (Subdivision Map Act, Section 66474). Please provide support for the required findings below and additional comments. Please

PROJECT FINDING	YES	NO	COMMENTS
Is the proposed map consistent with applicable general and specific plans?	X		
Is the design or improvement of the proposed subdivision consistent with applicable general or specific plans?	X		
Is the site physically suitable for the proposed density of development?	X		
Is the design of the subdivision or the proposed improvements likely to cause substantial environmental damage of likely to injure fish or wildlife or their habitat?		X	
Is the design of the subdivision or the type of improvements likely to cause serious public health problems?		X	
Will the design of the subdivision or the type of improvements conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision?		X	

UTILITIES:

Grading: Is any grading of lots contemplated? YES (If yes, show details on the tentative map.)

Water: What provisions are being made to provide an adequate water system?

WATER IS CURRENTLY SERVING THE SITE. A WATER SYSTEM FOR THE PROPOSED DEVELOPMENT WILL BE DESIGNED.

Sewers: What provisions are being made to provide an adequate sewer system?

SEWER IS CURRENTLY SERVING THE SITE. A SEWER SYSTEM FOR THE PROPOSED DEVELOPMENT WILL BE DESIGNED.

Gas and Electricity: Are the appropriate utility companies being contacted to ensure service to the subject property?

GAS AND ELECTRICITY IS CURRENTLY SERVING THE SITE. A GAS AND ELECTRICITY SYSTEM FOR THE PROPOSED DEVELOPMENT WILL BE DESIGNED.

Streets: Will each resulting parcel or lot front on a dedicated and improved street? YES

Have you discussed street improvement requirements with the Department of Public Works?

YES

Deed Restrictions: State nature of deed restrictions, existing and proposed: NONE

Attachment 6 – Tentative Parcel Map Application

RESPONSIBLE PARTIES:

Gas Agency:	SOUTHERN CALIFORNIA GAS COMPANY	Water Agency:	CITY OF SANTA FE SPRINGS
Address:	SEE ATTACHED	Address:	SEE ATTACHED
E-Mail:		E-Mail:	
Contact Person:		Contact Person:	
Phone Number:	800-427-2200	Phone Number:	662-888-0511 X7333
Sewer Agency:	SEE ATTACHED	Electric Agency:	SOUTHERN CALIFORNIA EDISON
Address:		Address:	SEE ATTACHED
E-Mail:		E-Mail:	
Contact Person:		Contact Person:	
Phone Number:		Phone Number:	800-655-4555

THE APPLICATION IS BEING FILED BY:

☒ Record Owner of the Property
 _____ Authorized Agent of the Owner (Written authorization must be attached to application.)

STATUS OF AUTHORIZED AGENT (Engineer, Attorney, Purchaser, Developer, Lessee, etc.): _____

I HEREBY CERTIFY THAT the facts, statements and information furnished above are true and correct to the best of my knowledge and belief.

SIGNED: _____

(If signed by other than the Record Owner, written authorization must be attached to this application.)

OWNER AGENT

Name: _____
 Contact: _____
 Address: _____
 City: _____
 State: _____
 Zip Code: _____
 Phone: _____
 E-Mail: _____

RECORD OWNER

Name: Breibum Operating L.P.
 Contact: W. Jackson Washburn
 Address: 707 Wilshire Blvd., 48th Floor
 City: Los Angeles
 State: California
 Zip Code: 90017
 Phone: 213-226-5900
 E-Mail: jwashburn@breibum.com

ENGINEER LICENSE SURVEY

Name: _____
 Contact: _____
 Address: _____
 City: _____
 State: _____
 Zip Code: _____
 Phone: _____
 E-Mail: _____

FOR DEPARTMENTAL USE ONLY

TRACT/PARCEL MAP NO.:	78232
DATE FILED:	10/1/2017
FILING FEE:	
RECEIPT NO.:	
APPLICATION COMPLETE?	

Attachment 6 –Tentative Parcel Map Application

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On October 19, 2017, before me, Eureka Nutt, Notary Public, personally appeared Willis Jackson Washburn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Eureka Nutt

(seal)

Attachment 6 –Tentative Parcel Map Application**Legal Description:****LEGAL DESCRIPTION**

Real property in the City of Santa Fe Springs, County of Los Angeles, State of California, described as follows:

PARCEL 1: (PORTION OF APN: 8005-015-011)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP MADE BY HOFFMAN BROS., OF A PORTION OF SAID RANCHO, RECORDED IN BOOK 1 PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 30 FEET, AND THE EAST 30 FEET THEREOF FOR ROADS, RAILROADS, DITCHES AND WATER COURSES.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES WHICH MAY EXIST BELOW 8500 FEET (VERTICAL DEPTH) FROM THE SURFACE OF SAID LAND, AS CONVEYED BY DEEDS RECORDED AUGUST 3, 1945 IN BOOK 22190 PAGE 223, AND IN BOOK 21999 PAGE 411 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (PORTION OF APN: 8005-015-011)

THE NORTH 30 FEET AND THE EAST 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP MADE BY HOFFMAN BROS. OF A PORTION OF SAID RANCHO, RECORDED IN BOOK 1 PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES WHICH MAY EXIST BELOW 8500 FEET (VERTICAL DEPTH) FROM THE SURFACE OF SAID LAND, AS CONVEYED BY DEEDS FROM ALPHONZO E. BELL CORPORATION, RECORDED AUGUST 3, 1945 IN BOOK 22190 PAGE 223 OF OFFICIAL RECORDS AND IN BOOK 21999 PAGE 411 OF OFFICIAL RECORDS.

PARCEL 3: (APN'S 8005-015-023 AND 8005-015-024)

LOTS 1 TO 11 INCLUSIVE IN BLOCK 80 OF THE TOWNSITE OF SANTA FE SPRINGS, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26 PAGE 37 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS BELOW A DEPTH OF 8500 FEET FROM THE SURFACE, AS CONVEYED IN THE DEEDS RECORDED IN BOOK 22190 PAGE 223 AND IN BOOK 21999 PAGE 411, BOTH OF OFFICIAL RECORDS.

PARCEL 4: (PORTION OF APN: 8005-015-027)

LOTS 1 TO 9 INCLUSIVE IN BLOCK 81 OF THE TOWNSITE OF SANTA FE SPRINGS, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED RECORDED 26 PAGE 37 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Attachment 6 –Tentative Parcel Map Application

Attachment to Subdivision/Tract/Parcel Map Application

PURPOSE OF PARCEL (SUBDIVISION) MAP & LEGAL DESCRIPTION:

Purpose of Parcel (Subdivision) Map:

Overall site consists of 44.67 acres of existing oilfield operations. The purpose of this subdivision is to divide the site into 5 parcels, with 4 being developed (approximately 18 acres) into industrial/commercial/office buildings, 1 building per parcel.

Lot Area per Parcel (S.F./Acres):

Parcel 1 area = 186,493 sf / 4.28 Acres

Parcel 2 area = 153,827 sf / 3.53 Acres

Parcel 3 area = 308,890 sf / 7.09 Acres

Parcel 4 area = 130,371 sf / 2.99 Acres

Parcel 5 area = 1,166,139 sf / 26.77 Acres

Building (footprint) Area per Parcel:

BUILDING AREA DATA			
Parcel	Building Area	Mezzanine	TOTAL
	Sq. Feet	Sq. Feet	Sq. Feet
1	74,417	4,000	78,417
2	54,463	4,000	58,463
3	117,124	4,000	121,124
4	56,117	4,000	60,117
5	-	-	-
TOTALS	302,121	16,000	318,121

Attachment 6 –Tentative Parcel Map Application

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS BELOW A DEPTH OF 8500 FEET FROM THE SURFACE, AS CONVEYED IN THE DEEDS RECORDED IN BOOK 22190 PAGE 223 AND IN BOOK 21999 PAGE 411, BOTH OF OFFICIAL RECORDS.

PARCEL 5: (APN: 8005-015-013 AND A PORTION OF APN'S: 8005-015-025, 8005-015-026 AND 8005-015-027)

THAT PORTION OF FIRST STREET, 50 FEET WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 36 PAGE 28 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING BETWEEN THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 1 IN BLOCK 80 OF TOWNSITE OF SANTA FE SPRINGS AS SHOWN ON MAPS RECORDED IN BOOK 26 PAGE 37, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, AND THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 9 IN BLOCK 81 OF SAID TOWNSITE OF SANTA FE SPRINGS.

PARCEL 6: (PORTION OF APN'S: 8005-015-025, 8005-015-026 AND 8005-015-027)

THAT PORTION OF FOREST STREET, 60 FEET WIDE, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 36 PAGE 28 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING BETWEEN THE NORTHERLY LINE OF ANAHEIM TELEGRAPH ROAD, 80 FEET WIDE, AND THE SOUTHERLY LINE OF FIRST STREET, 50 FEET WIDE, AS SHOWN ON SAID MAP.

Responsible Parties:

Gas Agency:

Southern California Gas Company
555 W. 5th Street
Los Angeles, CA 90017

Water Agency:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
562-868-0511 x 7333

Attachment 6 –Tentative Parcel Map Application

Sewer Agency:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
562-868-0511 x 7333

Electric Agency:

Southern California Edison
501 S. Marengo Avenue
Alhambra, CA 91776
800-655-4555

Attachment 7 – Development Plan Approval Application

Received

NOV 01 2017



City of Santa Fe Springs Planning Department
Application for
DEVELOPMENT PLAN APPROVAL (DPA)

The undersigned hereby petition for Development Plan Approval:

LOCATION OF PROPERTY INVOLVED:

Provide street address or Assessor's Parcel Map (APN) number(s) if no address is available.

Additionally, provide distance from nearest street intersection:

10255 Bloomfield Avenue APNs: 8005-015-011, -013, -023, -024, -025, -026 & -027
10255 Santa Fe Springs Road Located on the northwest corner of Telegraph Road and
12405 Telegraph Road Santa Fe Springs Road.
Santa Fe Springs, CA 90670

RECORD OWNER OF THE PROPERTY:

Name: Breitburn Operating L.P. Phone No: 213-225-5900

Mailing Address: 707 Wilshire Boulevard, 46th Floor

Los Angeles, CA 90017

Fax No: 213-225-5916 E-mail: jwashburn@breitburn.com

THE APPLICATION IS BEING FILED BY:

- ☒ Record owner of the property
☐ Authorized agent of the owner (written authorization must be attached to application)

Status of Authorized Agent: Engineer/Architect: _____ Attorney: _____
Purchaser: _____ Lessee: _____
Other (describe): _____

DESCRIBE THE DEVELOPMENT PROPOSAL (See reverse side of this sheet for information as to required accompanying plot plans, floor plans, elevations, etc.)

See attached Project Description.

I HEREBY CERTIFY THAT the facts, statements and information furnished above are true and correct to the best of my knowledge and belief.

Breitburn Operating LP, By: Breitburn Operating GP LLC, its general partner
Signed: Willis Jackson Washburn

Signature

Willis Jackson Washburn, Senior Vice President

Print name

(If signed by other than the record owner, written authorization must be attached to this application.)

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Development Plan Approval."

Attachment 7 – Development Plan Approval Application

DFA Application
Page 2 of 2

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): Willis Jackson Washburn
 Mailing Address: 707 Wilshire Boulevard, 46th Floor, Los Angeles CA 90017
 Phone No: (213) 225-5900
 Fax No: (213) 225-5916 E-mail: lwashburn@breitburn.com
 Signature: *Willis Jackson Washburn*
 Name (please print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

I, WILLIS JACKSON WASHBURN, being duly sworn, depose and say that I am the petitioner in this application for a Development Plan Approval, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Breitburn Operating LP, By: Breitburn Operating GP LLC, its general partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signed: *Willis Jackson Washburn*
 (If signed by other than the Record Owner, written authorization must be attached to this application)

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES)

(seal)



On October 19, 2017, before me, Eureka Nutt, Notary Public, personally appeared Willis Jackson Washburn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Eureka Nutt
 Notary Public

FOR DEPARTMENT USE ONLY

CASE NO: 930
 DATE FILED: 11/1/17
 FILING FEE: _____
 RECEIPT NO: _____
 APPLICATION COMPLETE? _____

Attachment 7 – Development Plan Approval Application

Received

NOV 01 2017

Attachment to Development Plan Approval (DPA)

Planning Department

Address of the Project:

10025 Bloomfield Avenue

10025 Santa Fe Springs Road

12405 Telegraph Road

Santa Fe Springs, CA 90670

APNs: 8005-015-011, -013, -023, -024, -025, -026, and -027

Located on the northwest corner of Telegraph Road and Santa Fe Springs Road.

Project Description:

The proposed project is designed to repurpose a portion of the existing 44.67 acre oilfield ("Oilfield Site") located on the northwest corner of Telegraph Road and Santa Fe Springs Road. An approximate 18 acre area situated on the southern portion (fronting Telegraph Road) and the eastern portion (fronting Santa Fe Springs Road) of the Oilfield Site is the proposed location of this project ("Project Site").

The proposed project involves the construction of a high image creative and distinctive warehouse/office business park that includes four new Class A buildings on the Project Site. This will provide the opportunity to significantly improve the aesthetics along the Telegraph Corridor and also a key intersection in the city. The buildings will include many enhanced features (including glass features, high image office corners, facade and parapet movements through-out the elevations) that will tie into the overall landscaping plan. The landscaping design will include the use of substantial high quality trees, plants, shrubs and meandering sidewalks and will continue the Urban Forest theme currently occurring along Telegraph Road. The buildings along Telegraph Road will have flexible design features designed in the walls to allow for future larger openings for patios, eating areas and trellises. The buildings have been designed with multiple entries to allow future flexibility with size of spaces. This project will also provide additional quality jobs in the community and will provide an opportunity to increase the tax base in the City of Santa Fe Springs.

The proposed project will require the approval of a Tentative Parcel and a Final Parcel Map. The Parcel Map will divide the Oilfield Site into 5 parcels and also separate the Project Site from the remaining Oilfield Site. The Parcel Map will also subdivide the Project Site into four individual parcels and is designed so each building will be situated on its own individual parcel.

Attachment 7 – Development Plan Approval Application

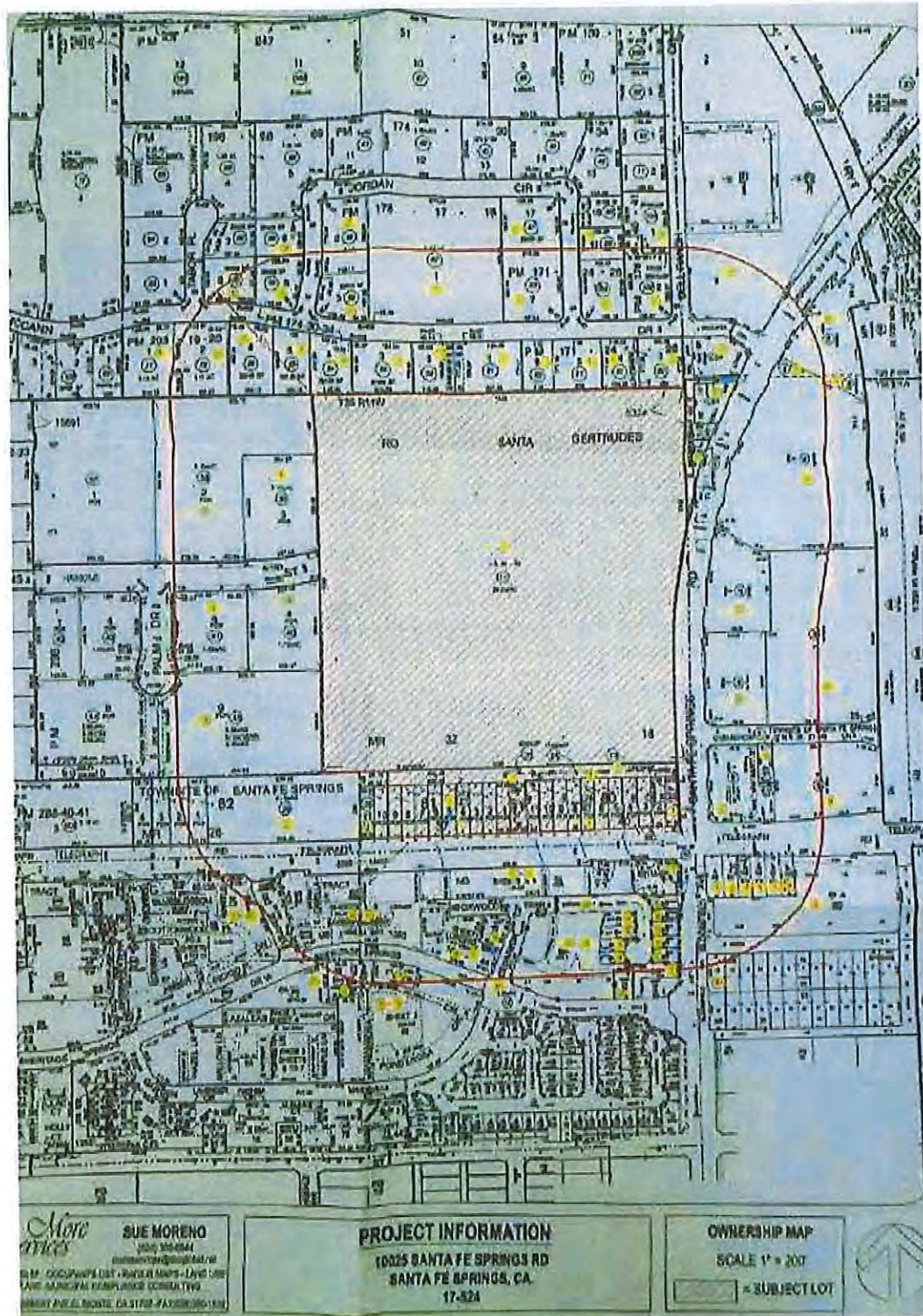
The proposed project will consist of the following:

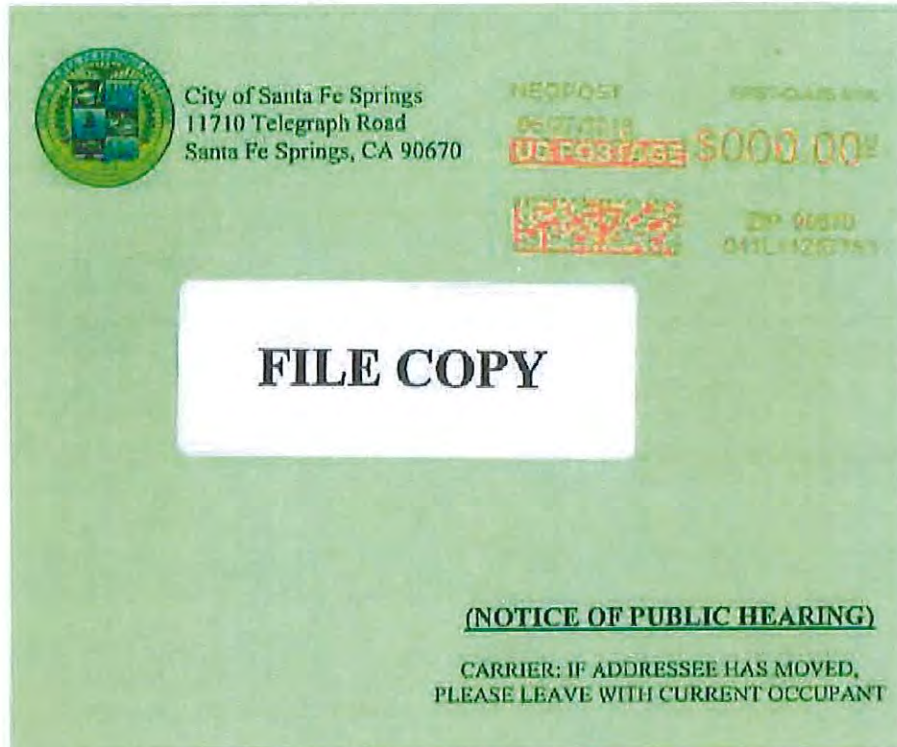
PROJECT DATA					
Bldg.	Site Area		Building Area	Mezzanine	TOTAL
	Sq. Feet	Acres	Sq. Feet	Sq. Feet	Sq. Feet
1	186,493	4.28	74,417	4,000	78,417
2	153,827	3.53	54,463	4,000	58,463
3	308,890	7.09	117,124	4,000	121,124
4	130,371	2.99	56,117	4,000	60,117
TOTALS	779,581	17.90	302,121	16,000	318,121

The proposed project includes the retention of 9 producing oil and gas wells and water injection wells and also the oil field infrastructure associated with these wells and the Santa Fe Springs Oilfield

Prior to any land development, extensive oilfield work including well abandonment, well re-abandonment, oilfield infrastructure removal and relocation will be performed. The Project Site has been environmentally assessed and will be evaluated and closed by an oversight environmental agency.

Attachment 8 – Radius Map for Public Hearing Notice



Attachment 9 – Public Hearing Notice

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET**

NOTICE IS HEREBY GIVEN that the Santa Fe Springs Planning Commission will conduct a public hearing at a regular meeting on Monday, July 9, 2018 at 6:00 p.m. in the Council Chambers of City Hall located at 11710 Telegraph Road on the following matter:

Applicant: Bretlburn Operating L.P.
Property located at: NW Corner of Telegraph Road and Santa Fe Springs Road (APNs: 8005-015-011; 8005-015-013; 8005-015-023; 8005-015-024; 8005-015-025; 8005-015-026; and 8005-015-027) within the M-2, Heavy Manufacturing Zone and Telegraph Road Corridor.

Tentative Parcel Map No. 78232: A request to subdivide a seven-parcel, 44.67-acre site into five parcels measuring approximately 4.28 acres, 3.53 acres, 6.85 acres, 3.23 acres, and 26.77 acres.
Development Plan Approval Case Nos. 930-933: A request to develop a 44.67-acre site with: *DPA 930:* a 78,417 sq. ft. building on a 4.28-acre parcel; *DPA 931:* a 58,463 sq. ft. building on a 3.53-acre parcel; *DPA 932:* a 121,124 sq. ft. building on a 6.85-acre parcel; *DPA 933:* a 60,117 sq. ft. building on a 3.23-acre parcel. The remaining 26.77-acre parcel will be reserved for oil extraction operations.

CEQA Status: Staff determined that additional environmental analysis is required to meet the requirements of the California Environmental Quality Act (CEQA). The City proposes to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for this project. The project site is not listed on the Hazardous Waste and Substance Site List as set forth in Government Code Section 65962.5.

All interested persons are invited to attend the above Public Hearing. If you challenge the above mentioned item and related actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Santa Fe Springs Department of Planning & Development at, or prior to the Public Hearing. Any person interested in this matter may contact Laurel Reimer at 362-868-0511, Ext. 7354 or laurelreimer@santafesprings.org.

Attachment 10 – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM
TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD INDUSTRIAL PARK • 10255 BLOOMFIELD AVENUE, 10255 SANTA FE SPRINGS
ROAD, AND 12405 TELEGRAPH ROAD • CITY OF SANTA FE SPRINGS

MITIGATION MONITORING AND REPORTING PROGRAM

TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD
INDUSTRIAL PARK
10255 BLOOMFIELD AVE., 10255 SANTA FE
SPRINGS RD., & 12405 TELEGRAPH RD.
SANTA FE SPRINGS, CALIFORNIA



LEAD AGENCY:

CITY OF SANTA FE SPRINGS
PLANNING AND DEVELOPMENT DEPARTMENT
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CALIFORNIA 90670

REPORT PREPARED BY:

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 S. HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 91745

JULY 19, 2018

515F031

Attachment 10 – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM
TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD INDUSTRIAL PARK • 10255 BLOOMFIELD AVENUE, 10255 SANTA FE SPRINGS
ROAD, AND 12405 TELEGRAPH ROAD • CITY OF SANTA FE SPRINGS

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Attachment 10 – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM
TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD INDUSTRIAL PARK • 10255 BLOOMFIELD AVENUE, 10255 SANTA FE SPRINGS
ROAD, AND 12405 TELEGRAPH ROAD • CITY OF SANTA FE SPRINGS

1. OVERVIEW OF THE PROJECT

The City of Santa Fe Springs, in its capacity as the Lead Agency, is considering an application that will permit the subdivision of a 779,584 square-foot (17.90-acre) portion of a larger 44.67-acre site located at the northwest corner of Telegraph Road and Santa Fe Springs Road. The 44.67-acre project site will be subdivided into five new parcels. The four new buildings will occupy a 17.90-acre portion (Parcels 1 through 4). Parcel 5 will have a total land area of 26.77 acres and will include the existing oil extraction operations. Parcel 1 will have a total land area of 186,493 square feet (4.28 acres) and will be occupied by a 78,417 square-foot warehouse. Parcel 2 will consist of 148,259 square feet (3.40 acres) and will be occupied by a 58,463 square-foot warehouse. Parcel 3 will total 298,474 square feet (6.85 acres) and will be occupied by a 121,124 square-foot warehouse. Parcel 4 will have a total land area of 140,791 square feet (3.23 acres) and will be occupied by a 60,117 square-foot warehouse. The new development for parcels 1 through 4 will also include oil extraction operations; these operations will be modernized with new equipment.

A total of 491 parking spaces will be provided. Public access to the project site will be made possible by two driveways located along the west side of Santa Fe Springs Road and a third driveway located on north side of Telegraph Road. A fourth drive located on the north side of Telegraph Road will be reserved for emergency access only. In addition, 100,686 square feet of new landscaping will be provided. The project Applicant is Jackson Washburn, Breitburn Operating L.P., 707 Wilshire Boulevard, 46th Floor, Los Angeles, California 90017. Discretionary approvals required as part of the proposed project's implementation include the following:

- *Development Plan Approval (DPA 930, 931, 932, and 933)* to construct four industrial buildings on land currently used as an oil field. Nine wells will remain active and several wells will be abandoned or re-abandoned;
- *Tentative Parcel Map (TPM 78232)* to create five parcels. Four parcels will be developed with industrial buildings and one parcel will continue to be used as an oil field; and,
- *Approval of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).*

2. FINDINGS OF THE ENVIRONMENTAL ASSESSMENT

The attached Initial Study prepared for the proposed project indicated that the proposed project will not result in significant environmental impacts upon implementation of the required mitigation measures. The following Mandatory Findings of Significance can be made as set forth in Section 15063 of the CEQA Guidelines, as amended, based on the results of this environmental assessment:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.

Attachment 10 – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM
TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD INDUSTRIAL PARK • 10255 BLOOMFIELD AVENUE, 10255 SANTA FE SPRINGS
ROAD, AND 12405 TELEGRAPH ROAD • CITY OF SANTA FE SPRINGS

- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

3. FINDINGS RELATED TO MITIGATION MONITORING

Section 21081(a) of the Public Resources Code states that findings must be adopted by the decision-makers coincidental to the approval of a Mitigated Negative Declaration. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the following additional findings may be made:

- A mitigation reporting or monitoring program will be required;
- Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include the required standard conditions; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigations adopted as part of the decision-maker's final determination.

4. MITIGATION MEASURES

The following mitigation is required to minimize future light and glare impacts:

Mitigation Measure No. 1 (Aesthetics). The contractors must ensure that appropriate light shielding is provided for the lighting equipment in the parking area, buildings, and security as a means to limit glare and light trespass. An interior parking and street lighting plan and an exterior photometric plan indicating the location, size, and type of existing and proposed lighting shall also be prepared by the Applicant. The plan for the lighting must be submitted to the Planning Department, Police Services Department, and the Chief Building Official for review and approval prior to the issuance of any building permits.

Implementation of the following mitigation measures will reduce the proposed project's emission of greenhouse gases:

Mitigation Measure No. 2 (Greenhouse Gas Emissions). The future tenants must provide incentives to encourage employees to utilize alternative transportation such as reduced public transportation fares, employee carpooling and vanpooling services, and preferential parking for carpool vehicles. The proposed project will be required to conform to all pertinent Transportation Demand Management (TDM) requirements, if any.

The following measures will further ensure that on-site construction activities do not adversely impact noise sensitive land uses located nearby:

Mitigation Measure No. 3 (Noise). The contractors must ensure that the construction equipment includes working mufflers and other sound suppression equipment as a means to reduce machinery noise.

Mitigation Measure No. 4 (Noise). The contractors must notify residents in the area regarding construction times and local contact information. The notice shall include the name and phone number of the local contact person residents may call to complain about noise. This notice must also be placed along

Attachment 10 – Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM
TELEGRAPH ROAD AND SANTA FE SPRINGS ROAD INDUSTRIAL PARK • 10255 BLOOMFIELD AVENUE, 10255 SANTA FE SPRINGS
ROAD, AND 12405 TELEGRAPH ROAD • CITY OF SANTA FE SPRINGS

the south and east sides of the project site. Upon receipt of a complaint, the contractor must respond immediately by reducing noise to meet Code requirements. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Community Development Director.

5. MITIGATION MONITORING

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified below in Table 1.

Measure	Enforcement Agency	Monitoring Phase	Verification
Mitigation Measure No. 1 (Aesthetics). The contractors must ensure that appropriate light shielding is provided for the lighting equipment in the parking area, buildings, and security as a means to limit glare and light trespass. An interior parking and street lighting plan and an exterior photometric plan indicating the location, size, and type of existing and proposed lighting shall also be prepared by the Applicant. The plan for the lighting must be submitted to the Planning Department, Police Services Department, and the Chief Building Official for review and approval prior to the issuance of any building permits.	Planning Department, Police Services Department, and the Chief Building Official • (Applicant is responsible for implementation)	Prior to the issuance of building permits. • Mitigation ends when construction is completed.	Date: Name & Title:
Mitigation Measure No. 2 (Greenhouse Gas Emissions). The future tenants must provide incentives to encourage employees to utilize alternative transportation such as reduced public transportation fares, employee carpooling and vanpooling services, and preferential parking for carpool vehicles. The proposed project will be required to conform to all pertinent Transportation Demand Management (TDM) requirements, if any.	Planning Department • (Applicant is responsible for implementation)	Prior to the issuance of a Business License. • Mitigation to continue over the project's operational lifetime.	Date: Name & Title:
Mitigation Measure No. 3 (Noise). The contractors must ensure that the construction equipment includes working mufflers and other sound suppression equipment as a means to reduce machinery noise.	Planning Department and Code Enforcement • (Applicant is responsible for implementation)	During project's construction. • Mitigation ends when construction is completed.	Date: Name & Title:
Mitigation Measure No. 4 (Noise). The contractors must notify residents in the area regarding construction times and local contact information. The notice shall include the name and phone number of the local contact person residents may call to complain about noise. This notice must also be placed along the south and east sides of the project site. Upon receipt of a complaint, the contractor must respond immediately by reducing noise to meet Code requirements. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Community Development Director.	Planning Department • (Applicant is responsible for implementation)	Prior to the start of construction. • Mitigation ends when construction is completed.	Date: Name & Title:

Attachment 11 – IS/MND Response to Comment Letter

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING Planning • Environmental Analysis • Economics • Mapping • GIS

Date: July 5, 2018

To: City of Santa Fe Springs

From: Bryan Hamilton, Blodgett Baylosis Environmental Planning

Subject: Responses to SCAQMD Letter Dated June 15, 2018

Comment 1.

The South Coast Air Quality Management District (SCAQMD) staff appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the Lead Agency and should be incorporated into the Final MND.

SCAQMD Staff's Summary of Project Description

The Lead Agency proposes to build four warehouses totaling 318,121 square feet on 17.9 acres (Proposed Project). Based on a review of Exhibit 1, Aerial Photographs, and Exhibit 3, Sensitive Receptors Map, in the MND, SCAQMD staff found that existing residential uses are located in a close proximity to the Proposed Project across Telegraph Road. Construction is expected to take approximately 20 months.

Response 1.

This comment has been noted for the record.

Comment 2.

In the Air Quality Analysis Section, the Lead Agency quantified the Proposed Project's construction and operational emissions and compared them to SCAQMD's regional and localized air quality CEQA significance thresholds. The Lead Agency found that the Proposed Project's air quality impacts from construction would be less than significant. Additionally, the Lead Agency conducted a Human Health Risk Assessment (HHRA) to evaluate the potential health risks associated with soil contact. However, the Lead Agency did not conduct a mobile source health risk assessment for the Proposed Project. Since the Proposed Project would involve operation of four warehouses that are capable of generating or attracting vehicular trips, especially heavy-duty diesel-fueled vehicles, it is recommended that the Lead Agency perform a mobile source health risk assessment to quantify and disclose potential health risk impacts from operation of the Proposed Project to nearby residents. Guidance for performing a mobile source health risk assessment is available at SCAQMD website.

2211 S. HACIENDA BOULEVARD, SUITE 107 • HACIENDA HEIGHTS, CALIFORNIA 91745
PHONE 626-336-0033 • CELLULAR 562-556-4542 • E-MAIL: Blodgett.marc@gmail.com

Attachment 11 – IS/MND Response to Comment Letter

BLOOMSBURY BAY LOSS ENVIRONMENTAL PLANNING**Response 2.**

An analysis of diesel particulate matter (DPM) generated by idling trucks was prepared for the proposed project. A discussion of DPM and truck idling was provided on Page 49 of the IS/MND. The use of certified clean idle trucks will lead to further reductions in DPM emissions. In addition, all trucks are currently prohibited from idling longer than five minutes pursuant to the California Code of Regulations. Computer modeling was used to ascertain the project's DPM emissions. The modeling indicated that approximately 528 trucks travelling on-site will result in 0.22 pounds per day of DPM. Trucks idling on-site will generate 0.83 grams per hour of DPM, while trucks travelling to and from the site will result in 0.35 pounds per day of DPM. Trucks travelling along Telegraph Road will generate 0.09 pounds of DPM per day, while trucks travelling along Santa Fe Springs Road will generate 0.05 pounds per day of DPM. The table below summarizes the calculations cited above and in the IS/MND.

Emission Source	Trucks Day ^a	VMT ^b Day ^c	Emissions Rate (in gpm) gross/route	Emissions Rate (in gpm) gross/route	Daily Truck Emissions grams/day	Daily Truck Emissions lbs/day	Daily Truck Emissions grams/hour ^d
On-site Travel (Trucks Travelling within Project Site)	528	173	0.35	0.767	185	0.41	0.83
On-site Idling (Trucks Idling within the Project Site)	528						0.83
Off-site Travel (Trucks Travelling to and from Project Site)	528	528	0.35		185	0.41	
Off-site Travel (Trucks w/ 30 Second Delay)	211	147	0.35		74	0.16	
Off-site Travel (Trucks w/ 30 Second Delay)	181	76	0.35		63	0.14	
Off-site Travel (Trucks w/ 30 Second Delay)	0	-	-	-	-	-	-
Off-site Travel (Trucks w/ 30 Second Delay)	0	-	-	-	-	-	-

Notes:

^a Vehicle Miles Traveled^b VMTs are based on the truck charges used to estimate project (1.102 h (0.50 mi) for Telegraph Rd segment and 2.176 h (0.51 mi) for SF Rd segment).^c Trucks 1000/Day. On-site VMT assumes 1.730 h/Day.^d The calculation assumes a truck's engine runs for 15 minutes (300000 seconds) for each day.^e The calculation uses a truck's engine runs for 15 minutes (300000 seconds) for each day.**Comment 3.**

SCAQMD staff recommends the use of truck trip rates from the Institute of Transportation Engineers (ITE) for high cube warehouse projects located in SCAQMD (i.e. 1.68 average daily vehicle trips per 1,000 square feet and 0.64 average daily truck trips per 1,000 square feet). Consistent with CEQA Guidelines, the CEQA document for the Proposed Project may use a non-default trip rate if there is substantial evidence indicating another rate is more appropriate for the air quality analysis.

For high cube warehouse projects, SCAQMD staff has been working on a Warehouse Truck Trip Study to better quantify trip rates associated with local warehouse and distribution projects, as truck emission represent more than 90 percent of air quality impacts from these projects. Details regarding this study can be found online here: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/high-cube-warehouse>.

Response 3.

The traffic study was prepared prior to the adoption of the 10th edition ITE trip generation rates. The traffic study indicated that the proposed project will result in 1,134 daily trips, of which 234 trips will consist of truck trips. When taking into account the newer 10th edition generation rates, the project has the potential to result in

Attachment 11 – IS/MND Response to Comment Letter

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

534 trips per day, of which 203 will consist of truck trips. The 9th edition ITE rates provide the most conservative estimates.

Comment 4.

Should the Lead Agency find, after conducting a mobile source HRA analysis, that the Proposed Project would exceed SCAQMD CEQA significance threshold of 10 in one million for cancer risk, mitigation measures would be required (CEQA Guidelines Section 15126.4). The following mitigation measures and resources are intended to assist the Lead Agency with identifying potential feasible mitigation measures for the Proposed Project.

- Chapter 11 of SCAQMD's CEQA Air Quality Handbook
- SCAQMD's CEQA web pages available here: <http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies>
- SCAQMD's Mitigation Monitoring and Reporting Plan (MMRP) for the 2016 Air Quality Management Plan (2016 AQMP) available here (starting on page 86): <http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2017/2017-mars-035.pdf>

Response 4.

The comment has been noted for the record. The proposed project's DPM emissions will be below the thresholds of significance since the trucks will employ clean air idle technology. In addition, the distance between the loading doors and the nearest sensitive receptors will also mitigate any potential impacts since the increase distance will allow any DPM to dissipate.

Comment 5.

- *Require the use of 2010 and newer haul trucks (e.g., material delivery trucks and soil import/export). In the event that that 2010 model year or newer diesel haul trucks cannot be obtained, provide documentation as information becomes available and use trucks that meet EPA 2007 model year NOx emissions requirements, at a minimum. Additionally, consider other measures such as incentives, phase-in schedules for clean trucks, etc.*
- *Have truck routes clearly marked with trailblazer signs, so that trucks will not enter residential areas.*
- *Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the MND. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this land use or higher activity level.*
- *Provide electric vehicle (EV) Charging Stations (see the discussion below regarding EV charging stations).*
- *Should the Proposed Project generate significant regional emissions, the Lead Agency should require mitigation that requires accelerated phase-in for non-diesel powered trucks. For example, natural gas trucks, including Class 8 HHD trucks, are commercially available today. Natural gas*

PAGE 3

Attachment 11 – IS/MND Response to Comment Letter

BLOOMSBURY ENVIRONMENTAL PLANNING

trucks can provide a substantial reduction in health risks, and may be more financially feasible today due to reduced fuel costs compared to diesel. In the Final MND, the Lead Agency should require a phase-in schedule for these cleaner operating trucks to reduce any significant adverse air quality impacts. SCAQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency.

Trucks that can operate at least partially on electricity have the ability to substantially reduce the significant NO_x impacts from this project. Further, trucks that run at least partially on electricity are projected to become available during the life of the project as discussed in the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016-2040 RTP/SCS). It is important to make this electrical infrastructure available when the project is built so that it is ready when this technology becomes commercially available. The cost of installing electrical charging equipment onsite is significantly cheaper if completed when the project is built compared to retrofitting an existing building. Therefore, SCAQMD staff recommends the Lead Agency require the Proposed Project and other plan areas that allow truck parking to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks to plug-in. Similar to the City of Los Angeles requirements for all new projects, SCAQMD staff recommends that the Lead Agency require at least 5% of all vehicle parking spaces (including for trucks) include EV charging stations. Further, electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. At a minimum, electrical panels should appropriately sized to allow for future expanded use.

- Design the industrial building such that entrances and exits are such that trucks are not traversing past neighbors or other sensitive receptors.
- Design the industrial building such that any check-in point for trucks is well inside the Proposed Project site to ensure that there are no trucks queuing outside of the facility.
- Design the industrial building to ensure that truck traffic within the Proposed Project site is located away from the property line(s) closest to its residential or sensitive receptor neighbors.
- Restrict overnight parking in residential areas.
- Establish overnight parking within the industrial building where trucks can rest overnight.
- Establish area(s) within the Proposed Project site for repair needs.
- Develop, adopt, and enforce truck routes both in and out of city, and in and out of facilities.
- Create a buffer zone of at least 300 meters (roughly 1,000 feet), which can be office space, employee parking, greenbelt, etc. between the Proposed Project and sensitive receptors.

Response 5.

The loading docks for Buildings 1 and 2 will be located approximately 298 feet north of the nearest sensitive receptors. The line-of-sight between these loading doors and the sensitive receptors located along the south side of Telegraph Road will be obstructed by the two warehouse buildings. Furthermore, the trucks will be prohibited from idling longer than five minutes and will consist of certified clean air idle trucks. Since most of these trucks will travel to and from the ports, they will be required to comply with the port's increasing emissions standards.

PAGE 4

Attachment 11 – IS/MND Response to Comment Letter

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

Comment 6.

Mitigation Measures for Operational Air Quality from Area Sources

- Maximize use of solar energy including solar panels; installing the maximum possible number of solar energy arrays on the building roofs and/or on the Project site to generate solar energy for the facility.
- Maximize the planting of trees in landscaping and parking lots.
- Use light colored paving and roofing materials.
- Utilize only Energy Star heating, cooling, and lighting devices, and appliances.
- Install light colored "cool" roofs and cool pavements.
- Require use of electric or alternatively fueled sweepers with HEPA filters.
- Use of water-based or low VOC cleaning products.

Response 6.

The project will be constructed pursuant to the 2016 California Green Building Code requirements. In addition, the future tenants will be required to provide incentives to encourage employees to utilize alternative transportation such as reduced public transportation fares, employee carpooling and vanpooling services, and preferential parking for carpool vehicles.

Comment 7.

Conclusion

Pursuant to CEQA Guidelines Section 15074, prior to approving the Proposed Project, the Lead Agency shall consider the MND for adoption together with any comments received during the public review process. Please provide the SCAQMD with written responses to all comments contained herein prior to the certification of the Final MND. When responding to issues raised in the comments, response should provide sufficient details giving reasons why specific comments and suggestions are not accepted. There should be good faith, reasoned analysis in response. Conclusory statements unsupported by factual information do not facilitate the purpose and goal of CEQA on public disclosure and are not meaningful or useful to decision makers and to the public who are interested in the Proposed Project.

SCAQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact me at lsun@aqmd.gov or Daniel Garcia, Program Supervisor, at dgarcia@aqmd.gov if you have any questions.

Response 7.

This comment has been noted for the record.

Attachment 11 – IS/MND Response to Comment Letter

BUDGET BAYLOSIS ENVIRONMENTAL PLANNING



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL AND USPS:

WayneMorell@cityofsantasprings.org

Wayne M Morell, Director
City of Santa Fe Springs
Planning and Development Department
11710 Telegraph Road
Santa Fe Springs, California 90670

June 15, 2018

Mitigated Negative Declaration (MND) for the Proposed Telegraph Road and Santa Fe Springs Road Industrial Park

The South Coast Air Quality Management District (SCAQMD) staff appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the Lead Agency and should be incorporated into the Final MND.

SCAQMD Staff's Summary of Project Description

The Lead Agency proposes to build four warehouses totaling 318,121 square feet on 17.9 acres (Proposed Project). Based on a review of Exhibit 1, *Aerial Photographs*, and Exhibit 3, *Sensitive Receptors Map*, in the MND, SCAQMD staff found that existing residential uses are located in a close proximity to the Proposed Project across Telegraph Road. Construction is expected to take approximately 20 months¹.

SCAQMD Staff's Comments

In the Air Quality Analysis Section, the Lead Agency quantified the Proposed Project's construction and operational emissions and compared them to SCAQMD's regional and localized air quality CEQA significance thresholds. The Lead Agency found that the Proposed Project's air quality impacts from construction would be less than significant. Additionally, the Lead Agency conducted a Human Health Risk Assessment (HHRA) to evaluate the potential health risks associated with soil contact². However, the Lead Agency did not conduct a mobile source health risk assessment for the Proposed Project. Since the Proposed Project would involve operation of four warehouses that are capable of generating or attracting vehicular trips, especially heavy-duty diesel-fueled vehicles, it is recommended that the Lead Agency perform a mobile source health risk assessment to quantify and disclose potential health risk impacts from operation of the Proposed Project to nearby residents. Guidance for performing a mobile source health risk assessment is available at SCAQMD website³.

SCAQMD Staff's Recommendation for Truck Trip Rates for High Cube Warehouse Projects

SCAQMD staff recommends the use of truck trip rates from the Institute of Transportation Engineers (ITE) for high cube warehouse projects located in SCAQMD (i.e. 1.68 average daily vehicle trips per 1,000 square feet and 0.64 average daily truck trips per 1,000 square feet). Consistent with CEQA Guidelines, the CEQA document for the Proposed Project may use a non-default trip rate if there is substantial evidence indicating another rate is more appropriate for the air quality analysis.

¹ MND, Page 26

² MND, Page 49.

³ South Coast Air Quality Management District, *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*. Accessed at: http://www.aqmd.gov/health_risk_assessment/ceqa/air_quality_analysis/3m3000/mobile-source-trucks-analysis

Attachment 11 – IS/MND Response to Comment Letter

BUDGETARY LOSSES ENVIRONMENTAL PLANNING

Wayne M Morell

June 15, 2018

For high cube warehouse projects, SCAQMD staff has been working on a Warehouse Truck Trip Study to better quantify trip rates associated with local warehouse and distribution projects, as truck emissions represent more than 90 percent of air quality impacts from these projects. Details regarding this study can be found online here: <http://www.scaqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/high-cube-warehouses>

Mitigation Measures

Should the Lead Agency find, after conducting a mobile source HRA analysis, that the Proposed Project would exceed SCAQMD CEQA significance threshold of 10 in one million for cancer risk, mitigation measures would be required (CEQA Guidelines Section 15126.4). The following mitigation measures and resources are intended to assist the Lead Agency with identifying potential feasible mitigation measures for the Proposed Project.

- Chapter 11 of SCAQMD's CEQA Air Quality Handbook
- SCAQMD's CEQA web pages available here: <http://www.scaqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/mitigation-measures-and-control-efficiencies>
- SCAQMD's Mitigation Monitoring and Reporting Plan (MMRP) for the 2016 Air Quality Management Plan (2016 AQMP) available here (starting on page 66): <http://www.scaqmd.gov/docs/default-source/Agendas/Governing-Board/2017/2017-aqr-035.pdf>

A. Mitigation Measures for Operational Air Quality from Mobile Sources

- Require the use of 2010 and newer haul trucks (e.g. material delivery trucks and soil import/export). In the event that that 2010 model year or newer diesel haul trucks cannot be obtained, provide documentation as information becomes available and use trucks that meet EPA 2007 model year NOx emissions requirements⁴, at a minimum. Additionally, consider other measures such as incentives, phase-in schedules for clean trucks, etc.
- Have truck routes clearly marked with trailblazer signs, so that trucks will not enter residential areas.
- Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the MND. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this land use or higher activity level.
- Provide electric vehicle (EV) Charging Stations (see the discussion below regarding EV charging stations).
- Should the Proposed Project generate significant regional emissions, the Lead Agency should require mitigation that requires accelerated phase-in for non-diesel powered trucks. For example, natural gas trucks, including Class 8 HHD trucks, are commercially available today. Natural gas trucks can provide a substantial reduction in health risks, and may be more financially feasible today due to reduced fuel costs compared to diesel. In the Final MND, the Lead Agency should require a phase-in schedule for these cleaner operating trucks to reduce any significant adverse air quality impacts. SCAQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency.
- Trucks that can operate at least partially on electricity have the ability to substantially reduce the significant NOx impacts from this project. Further, trucks that run at least partially on electricity

⁴ Based on a review of the California Air Resources Board's diesel truck regulations, 2010 model year diesel haul trucks should have already been available and can be obtained in a successful manner for the project (construction California Air Resources Board March 2016 Available at http://www.truckload.org/files/and/SourceFiles/Files/000000001422_California_Clean_Truck-and-Trailer_Update.pdf (See slide #21))

Attachment 11 – IS/MND Response to Comment Letter

BUDGET-BAYLOSIS ENVIRONMENTAL PLANNING

Wayne M Morell

June 15, 2018

are projected to become available during the life of the project as discussed in the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016-2040 RTP/SCS). It is important to make this electrical infrastructure available when the project is built so that it is ready when this technology becomes commercially available. The cost of installing electrical charging equipment onsite is significantly cheaper if completed when the project is built compared to retrofitting an existing building. Therefore, SCAQMD staff recommends the Lead Agency require the Proposed Project and other plan areas that allow truck parking to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks to plug-in. Similar to the City of Los Angeles requirements for all new projects, SCAQMD staff recommends that the Lead Agency require at least 5% of all vehicle parking spaces (including for trucks) include EV charging stations⁶. Further, electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. At a minimum, electrical panels should appropriately sized to allow for future expanded use.

- Design the industrial building such that entrances and exits are such that trucks are not traversing past neighbors or other sensitive receptors.
- Design the industrial building such that any check-in point for trucks is well inside the Proposed Project site to ensure that there are no trucks queuing outside of the facility.
- Design the industrial building to ensure that truck traffic within the Proposed Project site is located away from the property line(s) closest to its residential or sensitive receptor neighbors.
- Restrict overnight parking in residential areas.
- Establish overnight parking within the industrial building where trucks can rest overnight.
- Establish area(s) within the Proposed Project site for repair needs.
- Develop, adopt and enforce truck routes both in and out of city, and in and out of facilities.
- Create a buffer zone of at least 300 meters (roughly 1,000 feet), which can be office space, employee parking, greenbelt, etc. between the Proposed Project and sensitive receptors.

B. Mitigation Measures for Operational Air Quality from Area Sources

- Maximize use of solar energy including solar panels, installing the maximum possible number of solar energy arrays on the building roofs and/or on the Project site to generate solar energy for the facility.
- Maximize the planting of trees in landscaping and parking lots.
- Use light colored paving and roofing materials.
- Utilize only Energy Star heating, cooling, and lighting devices, and appliances.
- Install light colored "cool" roofs and cool pavements.
- Require use of electric or alternatively fueled sweepers with HEPA filters.
- Use of water-based or low VOC cleaning products.

Conclusion

Pursuant to CEQA Guidelines Section 15074, prior to approving the Proposed Project, the Lead Agency shall consider the MND for adoption together with any comments received during the public review process. Please provide the SCAQMD with written responses to all comments contained herein prior to the certification of the Final MND. When responding to issues raised in the comments, response should provide sufficient details giving reasons why specific comments and suggestions are not accepted. There should be good faith, reasoned analysis in response. Conclusory statements unsupported by factual

⁵ Southern California Association of Governments. April 2016. 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy Accessed at http://scag.ca.gov/Portals/0/FINAL_2016RTPSCS.pdf

⁶ City of Los Angeles. Accessed at http://lathis.org/LATHISWebLADBS_Forum_Publications/LAGreenBuildingCodeOptimization.pdf

Attachment 11 – IS/MND Response to Comment Letter

BUDGET-BANTOS-ENVIRONMENTAL-PLANNING

Wayne M Morell

June 13, 2018

information do not facilitate the purpose and goal of CEQA on public disclosure and are not meaningful or useful to decision makers and to the public who are interested in the Proposed Project.

SCAQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact me at lsun@sqamnd.gov or Daniel Garcia, Program Supervisor, at dgarcia@sqamnd.gov if you have any questions.

Sincerely,

Lijun Sun

Lijun Sun, J.D.

Program Supervisor, CEQA IGR

Planning, Rule Development & Area Sources

LS
LAC130814-01
Council Number

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Attachment 12 - Resolution 82-2018

CITY OF SANTA FE SPRINGS
RESOLUTION NO. 82-2018

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SANTA FE SPRINGS REGARDING
TENTATIVE PARCEL MAP NO. 78232 &
DEVELOPMENT PLAN APPROVAL CASE NO. 930 &
DEVELOPMENT PLAN APPROVAL CASE NO. 931 &
DEVELOPMENT PLAN APPROVAL CASE NO. 932 &
DEVELOPMENT PLAN APPROVAL CASE NO. 933**

WHEREAS, a request was filed for Tentative Parcel Map No. 78232 to allow an approximately 44.67-acre site to be subdivided into five (5) parcels measuring 186,493 sq. ft. (Parcel 1), 153,827 sq. ft. (Parcel 2), 298,474 sq. ft. (Parcel 3), 140,791 sq. ft. (Parcel 4), and 1,166,135 sq. ft. (Parcel 5) in the M-2, Heavy Manufacturing, Zone and Telegraph Road Corridor; and

WHEREAS, a request was filed for Development Plan Approval Case No. 930 to allow the construction of a 78,417 sq. ft. concrete tilt-up building (Building 1) on property located within the M-2, Heavy Manufacturing, Zone and Telegraph Road Corridor; and

WHEREAS, a request was filed for Development Plan Approval Case No. 931 to allow the construction of a 58,463 sq. ft. concrete tilt-up building (Building 2) on property located within the M-2, Heavy Manufacturing, Zone and Telegraph Road Corridor; and

WHEREAS, a request was filed for Development Plan Approval Case No. 932 to allow the construction of a 121,124 sq. ft. concrete tilt-up building (Building 3) on property located within the M-2, Heavy Manufacturing, Zone and Telegraph Road Corridor; and

WHEREAS, a request was filed for Development Plan Approval Case No. 933 to allow the construction of a 60,117 sq. ft. concrete tilt-up building (Building 4) on property located within the M-2, Heavy Manufacturing, Zone and Telegraph Road Corridor; and

WHEREAS, the subject property is located at the northwest corner of Telegraph Road and Santa Fe Springs Road, with Accessor's Parcel Numbers of 8005-015-011, 8005-015-013, 8005-015-023, 8005-015-024, 8005-015-025, 8005-015-026, and 8005-015-027, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the property owner is Breitburn Operating L.P., 7087 Wilshire Boulevard, 46th Floor, Los Angeles, CA 90017; and

WHEREAS, the proposed Tentative Parcel Map No. 78232 and Development Plan Approval Case Numbers 930 – 933 are considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on the information received from the applicant and staff's assessment, it was found and determined that the proposed project will not have a significant adverse effect on the environment following mitigation, therefore, the City caused to be prepared and proposed to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project; and

WHEREAS, the City of Santa Fe Springs Planning and Development Department on June 27, 2018 published a legal notice in the *Whittier Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and also mailed said public hearing notice on June 27, 2018 to each property owner within a 500 foot radius of the project site in accordance with state law; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the application, the written and oral staff report, the General Plan and zoning of the subject property, the testimony, written comments, or other materials presented at the Planning Commission Meeting on July 9, 2018 concerning Tentative Parcel Map No. 78232 and Development Plan Approval Case Nos. 930 - 933.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

The proposed development is considered a project under the California Environmental Quality Act (CEQA) and as a result, the project is subject to the City's environmental review process. The environmental analysis provided in the Initial Study indicated that the proposed project will not result in any significant adverse immitigable impacts to the environment, therefore, the City required the preparation and adoption of a Mitigated Negative Declaration (MND) for the proposed Project. The MND reflects the independent judgment of the City of Santa Fe Springs, and the environmental consultant, Blodgett/Baylosis Environmental Planning.

The Initial Study determined that the proposed project is not expected to have any significant adverse environmental impacts. The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this Initial Study:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.
- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker coincidental to the approval of a Mitigated Negative Declaration, which relates to the Mitigation Monitoring Program. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180 and in compliance with the requirements of the Public Resources Code. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the City of Santa Fe Springs can make the following additional findings:

- A mitigation reporting or monitoring program will be required; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigation measures adopted as part of the decision-maker's final determination.

A number of mitigation measures have been recommended as a means to reduce or eliminate potential adverse environmental impacts to insignificant levels. AB-3180 requires that a monitoring and reporting program be adopted for the recommended mitigation measures.

SECTION II. TENTATIVE PARCEL MAP FINDINGS

Pursuant to Section 154.07 of the Municipal Code, a tentative map shall not be approved unless the Planning Commission finds that the proposed subdivision, together with the provisions for its design and improvements, is consistent with the general plan as required by Section 66473.5 of the Subdivision Map Act. Additionally, the Planning Commission shall deny a tentative map if it makes any of the findings set forth in Sections 66474 and 66474.6 of the Subdivision Map Act.

- A) *Section 66473.5 and Sections 66474(a) and (b) of the Subdivision Map Act require tentative maps to be consistent with the general plan and specific plans. The proposed Tentative Parcel Map, subject to the attached conditions, is in accordance with the Subdivision Map Act in that:*

Approval of the proposed Parcel Map would promote a number of specific General Plan Goals and Policies as described in the table below:

General Plan Consistency Analysis

General Plan Element	Policy	Project Consistency
	Goal 5: Provide an environment to stimulate local employment, community spirit, property values, community stability, the tax base, and the viability of local business.	The map will facilitate the development of four Class A buildings, which are expected to provide more jobs and generate a higher property tax than currently collected for the oil field.

Land Use	Goal 9: Provide for growth and diversification of industry and industrial related activities within the Santa Fe Springs industrial area.	The consolidation of several small parcels into five (5) parcels will provide industrial and commercial use that provide a more viable development opportunity of the subject site.
	Policy 9.1: Consideration of providing an adequate tax base from property tax or sales tax income.	The project will construct four Class A buildings, which are expected to generate higher property taxes than currently collected for the oil field.
	Policy 9.4: Encourage the grouping of adjoining small or odd shaped parcels in order to create more viable development.	The consolidation of several small parcels, some of which are landlocked and unable to be developed, and subdivision into five (5) viable parcels will provide for industrial and commercial uses that provide a more viable development opportunity of the subject site.
	Goal 11: Support and encourage the viability of the industrial and commercial areas of Santa Fe Springs.	The consolidation and subdivision of the existing lots enables the site to be developed into an industrial business park.

The proposed parcel map, subject to the attached conditions, is compatible with the goals and objectives of the various elements of the City of Santa Fe Springs General Plan, and therefore, is in compliance with Government Code Sections 66473.5, and 66474(a) and (b).

- B) *Sections 66474(c) and (d) of the Subdivision Map Act require the site to be physically suitable for the type of development and proposed density of development.*

In addition to the proposed parcel map, the applicant is concurrently seeking approval to allow for the construction of four Class A industrial buildings on parcels 1, 2, 3, and 4. Parcel 5 will continue to be utilized for oil extraction operations. The existing zoning permits warehouse uses and oil and gas drilling for properties within the M-2, Heavy Manufacturing, zone. All public streets and utility services necessary and sufficient for the full use, occupancy, and operation of the future industrial business park, including water, storm drain(s), sanitary sewer, gas, electric, cable and telephone facilities, are readably available.

- C) *Sections 66474(e) and (f) of the Subdivision Map Act require that the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or is likely to cause serious public health concerns.*

The project site is not located in a sensitive environment, but rather in a fully urbanized area surrounded by various land uses. None of the parcels, pre and

post subdivision, contain any riparian habitats, wetland habitats, and are not utilized for movement of any known native wildlife species of migratory fish or wildlife species; consequently, the design of the subdivision is unlikely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Additionally, as required by the California Environmental Quality Act (CEQA), an Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared for the proposed apartment project. According to the IS/MND, the project is not expected to have any impacts on biological resources or cause serious public health problems.

- D) *Section 66474(g) of the Subdivision Map Act requires that the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

New easements for utility or roadways, if necessary, will be provided prior to final map approval. Two right-turn lanes are anticipated to be recorded on the final map.

- E) *In accordance with Government Code Section 66474.6, it has been determined that the discharge of waste from the proposed subdivision, subject to the attached conditions, into the existing sewer system will not result in a violation of the requirements prescribed by the Regional Water Quality Control Board in that the developer is required to comply with the IS/MND Mitigation Monitoring and Reporting Program, submit an erosion control plan and comply with the NPDES Best Management Practices during the grading and construction phases of the project.*

The project will meet all state and local ordinances and requirements including the California Regional Water Quality Control Board.

- F) *That the proposed subdivision shall be in accordance with Government Code Section 66473.1, entitled "Design of Subdivisions to provide for Future Passive or Natural Heating and Cooling Opportunities."*

Future Passive or Natural Heating and Cooling Opportunities will be incorporated with the proposed developments. To the extent feasible, staff will review the proposed developments to ensure that energy-saving devices or materials, including, but not limited to, insulation, double-pane windows, and high efficiency central heating and cooling systems will be incorporated.

SECTION III. DEVELOPMENT PLAN APPROVAL FINDINGS

Pursuant to Section 155.739 of the City of Santa Fe Springs Zoning Regulations, the Planning Commission shall consider the following findings in their review and

determination of the subject Development Plan Approval. Based on the available information, the City of Santa Fe Springs Planning Commission hereby make the following findings:

(A) *That the proposed development is in conformance with the overall objectives of this chapter.*

The proposed project is located within the M-2, Heavy Manufacturing, Zone. Pursuant to Section 155.240 of the Zoning Regulations, "The purpose of the M-2 Zone is to preserve the lands of the city appropriate for heavy industrial uses, to protect these lands from intrusion by dwellings and inharmonious commercial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, wholesome and aesthetically pleasant industrial district, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations and pride on the part of all citizens of the community and to provide proper safeguards and appropriate transition for surrounding land uses."

The proposed project is consistent with the purpose of the M-2 Zone in the following manner:

1. The land is appropriate for industrial uses based on its zoning, M-2, Heavy Manufacturing and its General Plan Land Use designation of Industrial.
2. The proposed project is an industrial business park, therefore the land is being maintained for industrial uses.
3. The project involves the construction of a new and attractive industrial business park on a site that is currently utilized for oil extraction operations. The assessed value of the property will significantly improve after the project, thus leading to an increase in property values for both the subject property and neighboring properties.
4. The proposed project complies with all development standards set forth in the M-2 Zone.

(B) *That the architectural design of the proposed structures is such that it will enhance the general appearance of the area and be in harmony with the intent of this chapter.*

The subject parcel has been utilized for oil extraction operations for many decades. The proposed project will be a significant improvement to the subject site. The architect used multiple variations in height, setback, materials and color. The result is an attractive project with contemporary buildings that is comparable to other high quality office/industrial projects here in Santa Fe Springs. In addition, the project meets or exceeds all requirements of the City's Zoning Regulations. The project's overall compliance validates that it is in harmony with the overall intent of the City's Zoning Regulations.

- (C) That the proposed structures be considered on the basis of their suitability for their intended purpose and on the appropriate use of materials and on the principles of proportion and harmony of the various elements of the buildings or structures.

The proposed buildings are well-designed and should be highly suitable for a variety of office, manufacturing or warehouse-type users. The design of the industrial business park provides quality architectural design, as demonstrated by glazing, pop-outs, and variations in height, materials, and color. These architectural design elements break up the mass of the buildings, and present an attractive, distinctive façade to visitors. As designed, the new buildings are suitable for their intended users, and the distinctive design of the buildings represents the architectural principles of proportion and harmony. In addition, the buildings are designed with similar architectural features in order to create harmony and consistency throughout the development.

- (D) That consideration be given to landscaping, fencing and other elements of the proposed development to ensure that the entire development is in harmony with the objectives of this chapter.

Extensive consideration has been given to numerous elements of the proposed project to achieve harmony with the City's Zoning Regulations. As proposed, the project meets or exceeds all development standards set for in the City's zoning regulations and the project does not require any modification permits and/or zone variances. Landscaping helps to soften building mass and parking areas, loading doors and potential trucking activities are screened by the orientation of buildings, and meandering sidewalks throughout the site frontage provide a safe and attractive pedestrian pathway.

- (E) That it is not the intent of this subchapter to require any particular style or type of architecture other than that necessary to harmonize with the general area.

As stated previously, the proposed buildings are contemporary in design. The architect used variations in the provide setback, materials and color. The style and architecture of the proposed building is consistent with other high quality buildings in the general area.

- (F) That it is not the intent of this subchapter to interfere with architectural design except to the extent necessary to achieve the overall objectives of this chapter.

Pursuant to Section 155.736 of the Zoning Regulations "The purpose of the development plan approval is to assure compliance with the provisions of this chapter and to give proper attention to the siting of new structures or additions or alterations to existing structures, particularly in regard to unsightly and undesirable appearance, which would have an adverse effect on surrounding properties and

the community in general." The Planning Commission finds that the new buildings will be an enhancement to the overall area. The Planning Commission believes that proper attention has been given to the location, size, and design of the proposed buildings.

SECTION IV. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 82-2018 to approve Tentative Parcel Map No. 78232 to allow an approximately 44.67-acre site to be subdivided into five (5) parcels measuring 186,493 sq. ft. (Parcel 1), 153,827 sq. ft. (Parcel 2), 298,474 sq. ft. (Parcel 3), 140,791 sq. ft. (Parcel 4), and 1,166,135 sq. ft. (Parcel 5); to approve Development Plan Approval Case No. 930 to allow the construction of a 78,417 sq. ft. concrete tilt-up building (Building 1); to approve Development Plan Approval Case No. 931 to allow the construction of a 58,463 sq. ft. concrete tilt-up building (Building 2); to approve Development Plan Approval Case No. 932 to allow the construction of a 121,124 sq. ft. concrete tilt-up building (Building 3); to approve Development Plan Approval Case No. 933 to allow the construction of a 60,117 sq. ft. concrete tilt-up building (Building 4); and to approve and adopt the proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), subject to conditions attached hereto as Exhibit A and Exhibit B.

ADOPTED and APPROVED this _____ day of September, 2018 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Ralph Aranda, Chairperson

ATTEST:

Teresa Cavallo, Planning Secretary

Exhibit A
CONDITIONS OF APPROVAL FOR TPM 78232:

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Robert Garcia 562-868-0511 x7545)

1. Final parcel map checking of \$4,824 plus \$285 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
2. The applicant shall provide at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.
3. A reciprocal access easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.

PLANNING AND DEVELOPMENT DEPARTMENT:
(Contact: Laurel Reimer 562.868-0511 x7354)

4. Provisions shall be made for appropriate television systems and for communication systems, including, but not limited to, telephone and internet services. Appropriate cable television systems, as used, means those franchised or licensed to serve the geographical area in which the subdivision is located.
5. The Final Map to be recorded with the Los Angeles County Recorder shall substantially conform to the Tentative Parcel Map submitted by the applicant and on file with the case.
6. Currently, the County of Los Angeles Department of Public Works is utilizing a computerized system to update and digitize the countywide land use base. If the parcel map is prepared using a computerized drafting system, the applicant or their civil engineer shall submit a map in digital graphic format with the final Mylar map to the County of Los Angeles Department of Public Works for recordation and to the City of Santa Fe Springs Department of Public Works for incorporation into its GIS land use map. The City of Santa Fe Springs GIS Coordinate System shall be used for the digital file.
7. Tentative Parcel Map No. 78232 shall expire 24 months after Planning Commission approval, on September 10, 2020, except as provided under the provisions of California Government Code Section 66452.6. During this time period the final map shall be presented to the City of Santa Fe Springs for approval. The subdivision proposed by Tentative Parcel Map No. 78232 shall not be effective until such time that a final map is recorded.

8. The "Subdivider," Breitburn Operating L.P., agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning the subdivision when action is brought within the time period provided for in Government Code, Section 66499.37. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify subdivider of such claim, action or proceeding and shall cooperate fully in the defense thereof.
9. This approval is not effective until the applicant has completed and signed the signature element appearing at the bottom of the last page of these conditions, and returned the original completed and signed document to the City, confirming the applicant's understanding of these conditions and its willingness to accept and comply with them.

The applicant identified below hereby confirms (1) that it has reviewed and understands each of the foregoing conditions for Tentative Parcel Map 78232, and (2) its willingness to accept and comply with them.

Name of Applicant – Print

Signature of Authorized Agent

Date

Exhibit B:
CONDITIONS OF APPROVAL FOR DPAs 930-933:

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Robert Garcia 562.868-0511 x7545)

STREETS

1. Prior to the issuance of building permits, the applicant and/or developer shall pay a flat fee of \$203,715 to reconstruct/resurface the existing street frontage to centerline for Telegraph Road & Santa Fe Springs Road.
2. Prior to the issuance of building permits, the applicant and/or developer shall pay a flat fee of \$5,000 for the upgrade and installation of an Emergency Vehicle Preemption System (OPTICOM) at the intersection of Telegraph Road and Santa Fe Springs Road as determined by the City Engineer and Fire Chief.
3. The applicant/or developer shall design and construct a 5-foot wide meandering sidewalk per City standards and dedicate an easement along the Telegraph Road & Santa Fe Springs Road street frontage. The dedicated easement shall be shown on the Parcel Map. Furthermore, said meandering sidewalk shall be shown on both the civil and landscape plans.
4. The applicant and/or developer shall design and construct/modify one (1) existing raised Median Island on Santa Fe Springs Road to accommodate left turns into the northernmost proposed driveway.
5. Prior to the issuance of building permits, the applicant and/or developer shall pay the costs associated with the furnishing and installation of traffic signal modifications; including protected Northbound/Southbound left turn traffic signal phasing at the intersection of Telegraph Road and Santa Fe Springs Road. The cost estimate for the modifications (add left turn phasing) at the Telegraph/Bloomfield signal is \$191,000.
6. Full street improvements shall be constructed to the City standards in accordance with plans prepared by the applicant and/or developer and approved by the City Engineer. Street to be improved shall include Telegraph Road & Santa Fe Springs Road for the purpose of installing Right turn pockets. A soils report shall be prepared and submitted as directed by the City Engineer to determine proposed street structural section.
7. Street right-of-way easements shall be dedicated as follows:
 - a) Along the north side of Telegraph Road for the construction of a right turn pocket.
 - b) Along the west side of Santa Fe Springs Road for the construction of a right turn pocket.

8. All above ground oil wells, pipelines, tanks, and related lines within the public right-of-way shall be removed from the right-of-way unless otherwise approved by the City Engineer.
9. Adequate "on-site" parking shall be provided per City requirements, and all streets abutting the development shall be posted "No Stopping Any Time." The City will install the offsite signs and the applicant and/or developer shall pay \$ 3,000.00 to install (15) new signs.
10. The applicant and/or developer shall be responsible for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development. The applicant and/or developer shall be responsible for coordination of said work, as well as all associated fees, permits, materials, etc.
11. Proposed driveways shall be located to clear existing fire hydrants, street lights, water meters, etc.

CITY UTILITIES

12. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with City specifications in Telegraph Road & Santa Fe Springs Road. Storm drain plans shall be approved by the City Engineer.
13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer. The applicant and/or developer shall pay to the City the entire cost of design, engineering, installation and inspection of Fire hydrants.
14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study (including a sewer flow test) shall be submitted along with the sanitary sewer plans.
15. All buildings shall be connected to the sanitary sewers.
16. The fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
17. The applicant and/or developer shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.

18. The applicant and/or developer shall have an overall site utility master plan prepared by a Registered Civil Engineer showing the proposed location of all public water mains, reclaimed water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.

TRAFFIC

19. All points of access to the proposed development have been reviewed and approved by the City Engineer. Left turns will only be allowed into the proposed development from the most northerly driveway on Santa Fe Springs Road. Left turns out of the proposed development will be allowed from both northerly and southerly driveways on Santa Fe Springs Road.

FEES

20. The applicant and/or developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The applicant and/or developer will receive credit for the demolition of any buildings that formerly occupied the site. For new developments, if the applicant and/or developer cannot meet the mitigation requirements, the applicant and/or developer shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements. This mitigation fee shall be paid prior to issuance of building permits.
21. The applicant and/or developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
22. The applicant and/or developer shall pay the water trunkline connection fee of \$3,700 per acre upon application for water service connection or if utilizing any existing water service.

MISCELLANEOUS

23. A grading plan shall be submitted for drainage approval to the City Engineer. The applicant and/or developer shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.
24. A hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be prepared by a Professional Civil Engineer.
25. Upon completion of public improvements constructed by developers, the developer's civil engineer shall submit mylar record drawings and an electronic file (AutoCAD Version 2004 or higher) to the office of the City Engineer.

26. The applicant and/or developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the current MS4 Permit. The applicant and/or developer will also be required to submit a Certification for the project and will be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) and Low Impact Development Plan (LID).

POLICE SERVICES DEPARTMENT:

(Contact: Lou Collazo 562.868-0511 x3320)

27. The applicant and/or developer shall submit and obtain approval of a proposed lighting (photometric) plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric plans shall be submitted to the Director of Police Services prior to building permit issuance.
28. The developer shall provide an emergency phone number and a contact person of the person or persons involved in the supervision of the construction to the Department of Police Services. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the developer or their representative any time, 24 hours a day.
29. In order to facilitate the removal of unauthorized vehicles parked on the property, the developer shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The developer shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.
30. All work shall be conducted inside at all times including, but not limited to, all loading and unloading of trailers. Items shall not be left out awaiting loading.
31. Off-street parking areas shall not be reduced or encroached upon by outdoor storage and/or for the placement of merchandise.
32. All new businesses fronting on Telegraph Road shall be aware that they are subject strict noise levels pursuant to Section 155.424 (E).

33. The proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
34. During the construction phase of the proposed project, the contractor shall provide an identification number (i.e. address number) at each building and/or entry gate to direct emergency vehicles in case of an emergency. The identification numbers may be painted on boards and fastened to the temporary construction fence. The boards may be removed after each building has been identified with their individual permanent number address.
35. It shall be the responsibility of the job-supervisor to maintain the job site in a clean and orderly manner. Dirt and debris that has migrated to the street or neighboring properties shall be immediately cleaned.
36. During construction, out-houses, porta potties, or the like, shall not be visible from the public street and shall be maintained on a regular basis.

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION):
(Contact: Richard Kallman 562.868-0511 x3710)

37. All buildings over 5,000 sq. ft. shall be protected by an approved automatic sprinkler system per Section 93.11 of the Santa Fe Springs Municipal Code.
38. The applicant and/or developer shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study, in accordance with Ordinance No. 955, prior to issuance of building permits.
39. When applicable, abandoned oil wells must be exposed and inspected under the oversight of a registered engineer or geologist. The wells must be monitored for methane leaks and the precise location of each abandoned well shall be surveyed. A report of findings along with a description of any recommended remedial actions needed to comply with the Division of Oil, Gas, and Geothermal Resources, signed by a registered engineer or geologist, must be provided to the Fire Department.
40. A methane gas protection system designed in accordance with the standards established by the County of Los Angeles shall be required for all habitable structures. Plans for the proposed methane gas protection system shall be submitted to the Department of Fire-Rescue prior to construction. An alternative to the County of Los Angeles standards may be acceptable if approved by the Department of Fire-Rescue.
41. Interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.

42. If on-site fire hydrants are required by the Fire Department, a minimum flow must be in accordance with Appendix B from the current Fire Code flowing from the most remote hydrant. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.
43. The standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
44. Prior to submitting plans to the Building Department, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
45. Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
46. Signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.
47. The applicant and/or developer shall apply for a permit with the Department of Fire-Rescue and comply with the requirements of Section 117.127 of the Santa Fe Springs Municipal Code, Criteria for Abandonment, prior to abandoning or re-abandoning any oil wells on-site.
48. A system for venting of abandoned oil wells over which there will be construction, in accordance with Section 117.130 of the Santa Fe Springs Municipal Code, shall be required. Plans for the venting system shall be submitted to the Department of Fire-Rescue prior to construction.

DEPARTMENT OF FIRE - RESCUE (ENVIRONMENTAL DIVISION):
(Contact: Tom Hall 562.868-0511 x3715)

49. Permits and approvals. The applicant and/or developer shall, at its own expense, secure or cause to be secured any and all permits or other approvals which may be required by the City and any other governmental agency prior to conducting environmental assessment or remediation on the property. Permits shall be secured prior to beginning work related to the permitted activity.
50. The applicant and/or developer shall submit plumbing plans to the Santa Fe Springs Department of Fire-Rescue Environmental Protection Division (EPD) and, if necessary, obtain an Industrial Wastewater Discharge Permit Application for generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

51. The applicant and/or developer shall provide a sampling plan to the Department of Fire-Rescue for active oil wells that will be abandoned prior to site development.

WASTE MANAGEMENT:

(Contact: Teresa Cavallo 562.868.0511 x7309)

52. The developer shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
53. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Environmental Consultant, Morgan McCarthy at (562) 432-3700 or (805) 815-2492.
54. The developer shall comply with Public Resource Code, Section 42900 et seq. (California Solid Waste Reuse and Recycling Access Act of 1991) as amended, which requires each development project to provide adequate storage area for the collection/storage and removal of recyclable and green waste materials.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Laurel Reimer 562.868-0511 x7354)

55. Approval of Development Plan Approval Case Numbers 930, 931, 932 and 933 is contingent upon approval of Tentative Parcel Map Case No. 78232.
56. The owner/developer shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054.
57. The owner/developer shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. Additionally, the conditions of approval contained herein shall be made part of the construction drawings for the proposed development. Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.
58. The owner/developer shall indicated on the first page of the construction drawings that the subject property is located within the methane zone. Said indication shall be clearly printed with a minimum 12 point font size.
59. The owner/developer shall apply for a Well Review Report (report) through the Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR). A copy of this report shall be provide to the Planning Department. If historic oil wells are identified on-site, well abandoned to current DOGGR standards may be required before a building permit can be issued.
60. The owner/developer shall apply for an Oilfield Site Plan Review through the Planning Department prior to issuance of a building permit.

61. To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations, must be sealed with an appropriate material. In addition, underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC), replete with a seal-off device normally required for classified electrical installations, so as to prevent the travel of combustible methane gas into the structure through conduit runs. Refer to California Electrical Code, Chapter 5, Sections 500 and 501.
62. The owner/developer shall submit Mechanical plans that include a roof plan that shows the location of all roof mounted equipment. All roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning or designee.
- a. To illustrate the visibility of equipment and/or duct work, the following shall be submitted along with the Mechanical Plans:
- i. A roof plan showing the location of all roof-mounted equipment;
 - ii. Elevations of all existing and proposed mechanical equipment; and
 - iii. A line-of-sight drawing or a building cross-section drawing which shows the roof-mounted equipment and its relation to the roof and parapet lines.
- NOTE: line-of sight drawing and/or building cross section must be scaled.
63. The owner/developer shall submit a lighting program that is integrated into the overall site, landscape design and building design. Lighting shall be used to highlight prominent building features such as entries and other focal points. Up-lighting can also be used as a way to enhance the texture of plants and structures, to create a sense of height in a landscape design.
64. The owner/developer agrees and understands that any existing overhead utilities within the development shall be placed underground.
65. All fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Fire Department and the Department of Planning and Development.
66. All approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning or designee. The calculation to determine the required storage area shall be determine by the City Building Department.
67. All outdoor trash enclosures shall provide a solid roof cover.
68. All street-facing roof drains shall be provided along the interior walls and not along the exterior of the building.

69. The proposed development shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.
70. Approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
71. The owner/developer shall submit a mailbox plan (locations and sizes) for all parcels prior to the issuance of building permits. The plan shall be approved by the Santa Fe Springs Post Office. The owner/developer shall submit to the City a written confirmation from the Santa Fe Springs Post Office that the mailbox locations are approved. The City shall review and approve the location plan to ensure adequate site distance and traffic safety measures are incorporated.
72. The Department of Planning and Development requires that the double-check detector assembly be placed as far back from the property line as practical, screened by shrubs or other materials, and painted forest green. All shrubs shall be planted a minimum distance of two (2) feet surrounding the detector assembly; however, the area in front of the OS and Y valves shall not be screened. The screening shall also only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly. The bottom of the valve shut off wheel shall be located a maximum of two (2) feet above ground.
73. Owner/developer shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials, existing and proposed, and shall include 2 to 3 foot high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view, and minimum 24" box trees along the street frontage. *Said plans shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*
NOTE: Staff shall not approve the landscaping and irrigation plan without first reviewing and approving the civil drawings, specifically as it pertains to the landscaping and irrigation plan (i.e., location and size of riprap, bio-swales, areas of infiltration trenches, etc.)
74. The landscaped areas shall be provided with a suitable, fixed, permanent and automatically controlled method for watering and sprinkling of plants. This operating sprinkler system shall consist of an electrical time clock, control valves, and piped water lines terminating in an appropriate number of sprinklers to insure proper watering periods and to provide water for all plants within the landscaped area. Sprinklers used to satisfy the requirements of this section shall be spaced to assure complete coverage of all landscaped areas. *Said plan shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*

75. Upon completion of the landscaping improvements, said landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings.
76. The electrical plans, which show the location of electrical transformer(s), shall be subject to the approval of the Planning Department. Transformers shall not be located within the front yard setback area. The location of the transformer(s) shall be subject to the prior approval of the Director of Planning or designee. The electrical transformer shall be screened with shrubs consistent with Southern California Edison's Guidelines which requires three foot clearance on sides and back of the equipment, and eight foot clearance in front of the equipment. Additionally, the landscaping irrigation system shall be installed so that they do not spray on equipment. (A copy of the Guideline is available at the Planning Department.)
77. The applicant and/or developer shall not allow commercial vehicles, trucks and/or truck tractors to queue on Telegraph Road or Santa Fe Springs Road, use Telegraph Road or Santa Fe Springs Road as a staging area, or to back-up onto the street from the subject property.
78. All activities shall occur inside the buildings. No portion of the required off-street parking and driveway areas shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning, Director of Police Services and the Fire Marshall.
79. All parking stalls shall be legibly marked on the pavement. Additionally, all compact spaces shall be further identified by having the words "Compact" or comparable wording legibly written on the pavement, wheel stop or on a clearly visible sign.
80. The owner/developer shall provide a bulletin board, display case, or kiosk to display transportation information where the greatest number of employees are likely to see it. Information shall include, but is not limited to:
1. Current maps, routes and schedules for public transit routes serving the site; and
 2. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators; and
 3. Ridesharing promotional material supplied by commuter-oriented organizations; and
 4. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information; and
 5. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site. This is required to both meet the requirements of Section 155.502 (D) of the Zoning Regulations and also a goal identified within the City's General Plan Circulation Element.
81. Preferential parking spaces shall be reserved for potential carpool/vanpool vehicles without displacing handicapped and customer parking needs. Vanpool space(s) shall

be legibly marked on the pavement or identified by a sign and also conveyed to employees through the required transportation information board. The preferential carpool/vanpool parking shall be identified on the site plan at the time of plan check submittal. This is required to both meet the requirements of Section 155.502 (D) of the Zoning Regulations and also a goal identified within the City's General Plan Circulation Element.

82. An area shall be designate for bicycle parking and bicycle racks shall be provided. Bike racks shall be provided to accommodate bicycles at a ratio of 4 bicycles for first 50,000 square feet and 1 bicycle for each additional 50,000 square feet. This is required to both meet the requirements of Section 155.502 (D) of the Zoning Regulations and also a goal identified within the City's General Plan Circulation Element.
83. There shall be a safe and convenient zone in which carpool/vanpool vehicles may deliver or board their passengers. Additionally, there shall be sidewalks or other designated pathways following direct and safe routes from external pedestrian circulation system to each building in the development and safe and convenience access from the external circulation system to bicycle parking facilities on-site. This is required to both meet the requirements of Section 155.502 (D) of the Zoning Regulations and also a goal identified within the City's General Plan Circulation Element.
84. Pursuant to the sign standards of the Zoning Regulations and related sign guidelines of the City of Santa Fe Springs, a comprehensive sign program for the development shall be prepared and submitted to the Director of Planning or designee for approval prior to obtaining a building permit for any signs related to the subject development. All signs throughout the subject site shall be installed in accordance with the approved comprehensive sign program for the subject development.
85. The Department of Planning and Development shall first review and approve all sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 11" x 17" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
86. Prior to issuance of building permits, the owner/developer shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
 - a. Covenants.
 1. Owner/developer shall provide a written covenant to the Planning Department that, except as owner/developer may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, owner/developer has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section

9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq

2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
 - b. Owner/developer understands and agrees that it is the responsibility of the owner/developer to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
 - c. Owner/developer understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the owner/developer and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the owner/developer may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Owner/developer, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the owner/developer to comply with such regulatory requirements.
87. The owner/developer shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Martinez, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
88. The Mitigation Monitoring Program, which was prepared for the proposed project and adopted by the Planning Commission upon completion of the Mitigated Negative Declaration, shall be made part of the conditions of approval for Development Plan Approval Case No. 930, 931, 932 and 933. The Mitigation Monitoring and Reporting Program is listed as an attachment to the staff report.

89. The owner/developer shall implement a dust control program for air quality control. The program shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction. The developer shall provide the City Engineer and Building Official with the name, telephone number and e-mail address of the person directly responsible for dust control and operation of the vehicle.
90. During construction, the following information shall be made available on a sign posted at the main entrance(s) to the site:
1. Name of the development/project.
 2. Name of the development company.
 3. Address or Address range for the subject site.
 4. 24-hour telephone number where someone can leave a message on a particular complaint (dust, noise, odor, etc.).
91. Prior to occupancy of the property/buildings, the owner/developer and/or his tenant(s), shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting Cecilia Martinez at (562) 868-0511, extension 7527, or through the City's web site (www.santafesprings.org).
92. The development shall be built substantially in accordance with the plot plan, floor plan, and elevations submitted by the applicant and on file with the case. Any modification shall be subject to the review and approval of the Director of Planning or his/her designee.
93. The final site plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning.
94. The owner/developer understands and agrees that if changes to the original plans (submitted and on file with the subject case) are required during construction, revised plans must be provided to the Planning Department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments.
95. All other requirements of the City's Zoning Regulations, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
96. Unless otherwise specified in the action granting Development Plan Approval, said approval which has not been utilized within a period of 24 consecutive months from the effective date shall become null and void. Also the abandonment or nonuse of a development plan approval and any privileges granted thereunder shall become null and void. However, an extension of time may be granted by Commission or Council action.

97. The applicant and owner/developer agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the all entitlements and approvals issued by the City in connection with the Project and from any CEQA challenges relating to the environmental review and determination for the Project, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
98. This approval is not effective until the applicant has completed and signed the signature element appearing at the bottom of the last page of these conditions, and returned the original completed and signed document to the City, confirming the applicant's understanding of these conditions and its willingness to accept and comply with them.

The applicant identified below hereby confirms (1) that it has reviewed and understands each of the foregoing conditions for Development Plan Approval Case Numbers 930-933, and (2) its willingness to accept and comply with them.

Name of Applicant – Print

Signature of Authorized Agent

Date



NEW BUSINESS

Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) funds for the purchase of replacement fire hose for the Department of Fire-Rescue

RECOMMENDATION

Accept FEMA Assistance to Firefighters Grant funds in the amount of \$80,608.97, and authorize the purchase of replacement fire hose for the Department of Fire-Rescue from ALLSTAR Fire Equipment, Inc.

BACKGROUND

The Department of Fire-Rescue carries several thousand feet of firefighting hose in various diameters on response Engines and its Truck Company. The National Fire Protection Association provides standards and codes for the fire service and recommends that the service life of front-line hose is not to extend beyond ten years. Each year the Department conducts testing and inspection of hose per the NFPA for testing of fire hose and detailed records are kept of inspection, repair, and maintenance of fire hose. Each section of hose has a serial number and is stenciled for identification and tracking throughout its ten-year service life. The Department's fire hose has come to a point in time to replace its fire hose that will soon exceed the NFPA ten-year recommendation.

For Fiscal Year 2018-19, the City Council approved \$84,000 for the purchase of the Department's entire supply of expiring fire hose. This amount is reflected in the non-recurring portion of the Fiscal year 2018-19 budget.

Prior to purchasing hose, the Department applied for a competitive grant through the Assistance to Firefighters Grant Program (AFG), which awards funding based on applications and review at the FEMA, Federal level. The purpose of the AFG grant is to award departments funding for purchasing of basic and essential tools for the fire service. In the past, Santa Fe Springs has been awarded funding for a past Paramedic squad, training burn chambers, patient simulator, turnouts and other protective equipment. The 2017 AFG announced that a portion of the Santa Fe Springs Fire-Rescue application was awarded for hose replacement up to a total of \$80,728. This award requires that the City match five percent (5%) of the Federal contribution of \$76,884, which equals \$3,844. This is the total match required if the total purchase were to be \$80,728. The stipulation of the matching portion of the grant is that those funds must not come from existing Department budgeted funds, but from a separate appropriation.



City of Santa Fe Springs

City Council Meeting

June 13, 2019

The Department sought bids from three vendors to supply replacement hose prior to the award, and once Santa Fe Springs was awarded the AFG Grant, quotes were confirmed. The total cost of the purchase of replacement hose will be \$80,608.97, and the City matching obligation (5%) will be \$3836.99


Further benefiting from the award of the AFG grant will be the Rio Hondo College Fire Academy and our Sister City, Navajoa, Mexico. Used fire hose will be donated to both organizations to benefit training for academy students, and greatly benefit Navajoa, as they are in constant need of any donated items for their department.

Below is a summary of the bids received for the replacement of the Department's fire hose.

<u>VENDOR</u>	<u>AMOUNT</u>
ALLSTAR Fire Equipment Inc.	\$80,608.97
Fire Hose Direct	\$82,329.77
LN Curtis and Sons	\$91,108.38

FISCAL IMPACT

The Assistance to Firefighter Grant will pre-fund into the City account \$76,771.98 prior to the purchase of hose. \$3,836.99 of City matching funds will come from the previously budgeted non-recurring account for fire hose replacement. The result is a budget savings for hose of approximately \$80,163.


Raymond R. Cruz
City Manager

Attachment(s)

FEMA AFG Award Letter
FEMA Award Package details transmission
Bid details, ALLSTAR Fire Equipment

ATTACHMENT 1



FEMA

SEP 06 2018

Brent Hayward
Santa Fe Springs Fire Department
11300 Greenstone Ave
Santa Fe Springs, California 90670

Dear Mr. Hayward:

Congratulations on your FY 2017 Assistance to Firefighters Grant (AFG) award listed below:

Award Number	EMW-2017-FO-05750
Federal Award Amount	\$ 76,884.00

On behalf of the Federal Emergency Management Agency (FEMA) Grant Programs Directorate and Region IX, we would like to introduce ourselves as your Regional Fire Program Specialist located in Oakland, California. We will serve as your primary point of contact for the AFG Program. Our goal is to work with you towards the successful completion of your grant award. Attached to this letter is the "AFG Management Reference Sheet" which outlines policies, procedures and responsibilities for recipients of federal funds. Please take time to read over this document.

Also, the new FY2017 AFG User Guide is posted on the Fire Grants Training Tools website listed here: <https://www.fema.gov/assistance-firefighters-grants-training-tools>. The User Guide is designed to assist AFG grant recipients with processes, regulations, points of contact and helpful resources for successfully managing your grant award. In addition, as part of the FY 2017 AFG award rollout, we will be conducting Post Award Orientation (PAO) sessions with AFG recipients to confirm your understanding of requirements involved in managing your AFG award. The Fire Program Specialist will contact you to schedule a date and time for the PAO.

Prior to the PAO, recipients are encouraged to review their award package in the AFG eGrants system by opening up the status page and selecting "Award Package." Please review the "Negotiation Comments" in the body of the Award Package for any changes from your original application and for information on the FEMA Environmental Planning and Historic Preservation (EHP) requirements. You must complete the FEMA EHP Screening Form, if applicable, and receive approval from FEMA prior to beginning work on any project with a possible EHP impact. Failure to comply may result in funds being denied. Further guidance is provided in the current AFG FY 2017 Notice of Funding Opportunity (NOFO) which includes an introduction of expectations: <https://www.fema.gov/assistance-firefighters-grants-documents>. Additionally, the AFG Frequently Asked Questions (FAQs) web link is listed here: <https://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions>.

Mr. Brent Hayward
Page 2 of 2

Lastly, if you are no longer the primary contact for your organization, please contact our office to inform us of the change. We look forward to working with you to successfully implement your grant program. If you have any questions or concerns, please feel free to call me at (510) 627-7132 or Paulene Graham-Melvin, Grants Program Branch Chief at (510) 627-7082 or email at paulene.graham@fema.dhs.gov.

Sincerely,



Karen E. Armes, Director
Grants Management Division
FEMA RIX

Attachments

ATTACHMENT 2

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Brent Hayward
Santa Fe Springs Fire Department
11300 Greenstone Ave
Santa Fe Springs, California 90670-4619

Re: Award No. EMW-2017-FO-05750

Dear Mr. Hayward:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of \$76,884.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,844.00 of non-Federal funds, or 5 percent of the Federal contribution of \$76,884.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obliging Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online.

If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Bridget Bean
Acting Assistant Administrator for Grant Programs
Grant Programs Directorate

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FO-05750
GRANTEE: Santa Fe Springs Fire Department
DUNS NUMBER: 183925627
AMOUNT: \$80,728.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

27-AUG-18 to 26-AUG-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$80,728.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
State Taxes	\$0.00
Total	\$80,728.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office made the following reductions to your award:

The Personal Protective Equipment did not go to panel and was not funded.

Therefore, they have recommended the award at this level:

Total budget \$80,728

Federal share \$76,884

Applicant share \$3,844

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith Myerly at edith.myerly@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith Myerly at edith.myerly@fema.dhs.gov.



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Santa Fe Springs Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2017-FO-05750

AMENDMENT NUMBER:

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The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Article I. Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article II. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement

agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

Article IV. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101-12213](#)).

Article VIII. Animal Welfare Act of 1966

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish

appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article X. Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XI. Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Article XII. Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including but not limited to the following:

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- b. Contracts in excess of \$10,000. All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 ([41 U.S.C. § 8101 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Article XIX. Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX. Environmental Planning and Historic Preservation Screening

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEIMA's Environmental Planning and

Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at:

<https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXI. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729-3733](#) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Article XXII. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXIII. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIV. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XXV. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, [15 U.S.C. § 2225](#).

Article XXVI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII. Lobbying Prohibitions

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXVIII. National Environmental Policy Act

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX. Nondiscrimination in Matters Pertaining to Faith- Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX. Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXXIII. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent

(10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIV. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV. Protection of Human Subjects

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXXVI. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVII. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIX. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#)

Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL. Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XLII. Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions.

Article XLIII. USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175-175c](#).

Article XLIV. Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310](#).

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO. EMW-2017-FO-05750 2. AMENDMENT NO. 0 3. RECIPIENT NO. 95-6005874 4. TYPE OF ACTION AWARD 5. CONTROL NO. WX02682N2018T

6. RECIPIENT NAME AND ADDRESS
Santa Fe Springs Fire Department
11300 Greenstone Ave
Santa Fe Springs
California, 90670-4619

7. ISSUING OFFICE AND ADDRESS
Grant Programs Directorate
500 C Street, S.W.
Washington DC, 20528-7000
POC: Marketa Walker

8. PAYMENT OFFICE AND ADDRESS
FEMA, Financial Services Branch
500 C Street, S.W., Room 723
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
Brent Hayward

PHONE NO.
5629449713

10. NAME OF PROJECT COORDINATOR
Catherine Patterson

PHONE NO.
1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION
27-AUG-18

12. METHOD OF PAYMENT
SF-270

13. ASSISTANCE ARRANGEMENT
Cost Sharing

14. PERFORMANCE PERIOD
From:27-AUG-18 To:26-AUG-19

Budget Period
From:30-APR-18 To:30-SEP-18

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2018-F7-C111-P4310000-4101-D XXXX-XXX-XXXXXX-XXXXX-XXXX- XXXX-X	\$0.00	\$76,884.00	\$76,884.00	\$3,844.00
TOTALS			\$0.00	\$76,884.00	\$76,884.00	\$3,844.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Marketa Walker

DATE
25-AUG-18

Go Back

ATTACHMENT 3

ALLSTAR FIRE EQUIPMENT, INC

SALES QUOTE

12328 Lower Azusa Road

Arcadia, California 91006

Phone: (626) 652-0900

Fax: (626) 652-0919

Date: June 5, 2019

To: Santa Fe Springs FD

Attn: Brent Hayward

Fax:

Per your request, we are pleased to quote on the following:

QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
51	ea	Key Hose RC50-450 Yellow Nitrile Rubber Supply Hose 5" x 100' Coupled with Locking Storz Couplings Hose to be stenciled per customers specs Couplings to be stamped per customers specs	\$536.50	\$27,361.50
160	ea	Key Hose DP25-800 Yellow All Poly DJ Rubber Lined Fire Hose - 2 1/2" x 50' Coupled NST Aluminum Hose to be stenciled per customers specs Couplings to be stamped per customers specs	\$154.15	\$24,664.00
100	ea	Key Hose DP17-1000 Yellow Combat Ready DJ Fire Hose - 1 3/4" x 50' Coupled 1 1/2" NST Aluminum Hose to be st Hose to be stenciled per customers specs Couplings to be stamped per customers specs Terms: Net 30 FOB: Destination Delivery: 8-10 weeks	\$215.90	\$21,590.00
			Subtotal	\$73,615.50
			9.50%	\$6,993.47
Quoted By: _____			TOTAL	\$80,608.97

John Sprengelmeyer - Inside Sales



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

June 13, 2019

NEW BUSINESS

Consideration of Amendment Number One to Agreement with Sagecrest Planning + Environmental to Extend the Agreement on a Month-to-Month Basis

RECOMMENDATION(S)

- Approve Amendment Number One to the Agreement with Sagecrest Planning + Environmental to extend the Agreement term on a month-to-month basis.
- Authorize the Mayor to execute Amendment Number One.

BACKGROUND

At its meeting on July 25, 2013, the City Council awarded a contract to Lilley Planning Group (LPG), for a term of two years, to provide planning services on an as-needed basis. Per the contract provisions, the City reserved the right to renew the Agreement for one additional term of two years upon City Council approval. At the July 25, 2015, City Council meeting, the contract was extended for an additional two years, until June 30, 2017.

On April 28, 2017, Staff issued a Request for Proposal (RFP) for As-Needed Planning Services. It was necessary to issue the RFP because Staff was unable to negotiate an extension of the existing contract with the LPG at the same hourly rate and service. Four firms submitted proposals by the March 26, 2017 due date. All four firms were qualified to provide the services outlined in the RFP. As a result, the proposals were primarily evaluated based on the breakdown of the classification of the hourly rates for key personnel. The firm with the lowest hourly rate was Sagecrest Planning + Environmental (Sagecrest).

Staff recommended that Sagecrest be awarded the contract primarily for two reasons: (1) there would be no disruption of planning services since the existing contract planners would be retained and (2) there would be a cost saving of \$52,000, since the hourly rate would remain the same. As a result, at the City Council meeting of June 22, 2017, Sagecrest was awarded a two-year contract, until June 30, 2019, to provide as-needed planning services, in an amount not to exceed \$350,000 (Exhibit B).

The two-year contract with Sagecrest will expire June 30, 2019. Staff recently met with Sagecrest to discuss extending the contract, at the same hourly rate and service, but on a month-to-month basis instead of a period of two years, as had been done in the past. Staff also informed Sagecrest of the City's intent, with Councils' approval, to offer the three contract employees, full time employment with the City.

Staff is recommending extending the agreement with Sagecrest on a month-to-month basis. All other terms and conditions of the agreement will remain the same, including services and rates.

LEGAL REVIEW

The City Attorney's office has prepared the attached Amendment Number One (Exhibit A).

FISCAL IMPACT

The cost of extending the agreement with Sagecrest, at the same hourly rate and service, but on a month-to-month basis, is included in the Planning Department's FY 2019-2020 budget.



Raymond R. Cruz
City Manager

Attachments (s):

1. Exhibit A: Amendment Number One to the Professional Services Agreement
2. Exhibit B: Professional Services Agreement

EXHIBIT A

**AMENDMENT NUMBER ONE TO AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND SAGECREST PLANNING + ENVIRONMENTAL**

This Amendment Number One ("Amendment") is made and entered into this 13th day of June, 2019, by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Sagecrest Planning + Environmental ("Contractor").

WHEREAS, on June 22, 2017, the City and Contractor entered into an agreement for Contractor to provide planning services on an as-needed basis ("Agreement") for a term expiring June 30, 2019; and

WHEREAS, the City and Contractor desire to amend the Agreement to extend the term on a month-to-month basis.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term set forth in Section 2 of the Agreement is extended on a month-to-month basis commencing on July 1, 2019.

2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

SAGECREST PLANNING +
ENVIRONMENTAL

Juanita A. Trujillo, Mayor

Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk

EXHIBIT B

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 22nd day of June, 2017 by and between the CITY OF SANTA FE SPRINGS (CITY), and Sagecrest Planning + Environmental, (CONTRACTOR) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONTRACTOR will provide services (SERVICES) as outlined in City's Request For Proposal (RFP) and the proposal submitted on May 25, 2017 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.

2. The term of this Agreement shall commence on July 1, 2017 and end on June 30, 2019, unless the SERVICES are sooner completed or terminated as provided herein.

3. CITY shall compensate CONTRACTOR for the SERVICES as detailed in the Fee Proposal attached. The hourly rate includes full compensation for direct labor and overhead cost. CONTRACTOR shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONTRACTOR.

4. CONTRACTOR hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.

5. The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. CONTRACTOR is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONTRACTOR specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONTRACTOR. Notwithstanding the above, CONTRACTOR hereby specifically waives any claims and/or demands for such benefits.

6. CONTRACTOR shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONTRACTOR, whether intentional or negligent, in the performance of this Agreement.

7. CONTRACTOR will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONTRACTOR regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONTRACTOR to assure its conformity with this Agreement.

8. CONTRACTOR shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONTRACTOR shall obtain the following forms of insurance and provide City with copies therewith:
- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
 - b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONTRACTOR.
 - c. CONTRACTOR shall comply with Workers' Compensation insurance laws of California.

CONTRACTOR shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing a 60-day written notice of such termination to the other party.

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

Joshua Haskins 7/10/17
CONTRACTOR signature Date
Name (Print): Joshua Haskins
Title: Principal
Company Name: Sage crest Planning and Environmental, LLC
Corporation ☐ Sole Proprietor ☐ Partnership ☐ LLC ☒
SSN or Tax ID#: 81-5473738
Address: 2400 E. Katella Ave., Suite 800
City, State, Zip: Anaheim, CA 92806
Telephone: (714) 783-1863

[Signature] 6.22.17
City Manager Date

Wayne M. Morell 06/26/2017
Department Head signature Date

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

June 13, 2019

NEW BUSINESS

Partnership Agreement between the City of Santa Fe Springs and University of La Verne

RECOMMENDATION

- Approve the agreement with the University of La Verne; and
- Authorize the Mayor to execute the agreement.

BACKGROUND

The agreement with the University of La Verne will offer courses to City of Santa Fe Springs Employees and their spouses at any University Campus or satellite site at a discounted rate. The programs that will be offered are as follows:

Undergraduate:

- BA Business Administration
- BS Organizational Management
- BS Public Administration

Graduate:

- Master of Business Administration (MBA)
- MS Leadership and Management (MSLM)
- Master of Public Administration (MPA)

The benefits of this program also include:

- Accelerated programs for working professionals
- Attend class one night a week, 10 – week semester
- Classes available at Irvine Campus, La Verne Campus, Online, and Rio Hondo College in Whittier
- \$50 Application fee waived
- AA degree not required to enter program

The next semester will begin in August 2019.

Raymond R. Cruz
City Manager

University of La Verne & City of Santa Fe Springs

Partnership Award Agreement

The purpose of this Partnership Award Agreement (PAA) is to define how the University of La Verne (hereinafter "University") will offer its courses with a Partnership Award to employees of the City of Santa Fe Springs (herein known as "Company") at any University campus or satellite site in accordance with the limitations stated in section B. University and Company may be referred to individually as "Party" or collectively as "Parties".

The Parties acknowledge and agree:

- A. This PAA agreement becomes effective during the current University term/semester in which this document is signed by both Parties. Every three (3) years, the University will review this partnership agreement to make sure we are meeting the educational needs of your employees and will send you a reconfirmation of this agreement. Either Party may terminate this Partnership with or without cause at any time, by giving the other Party thirty (30) days written notice. Notice shall be delivered to the Designated Contact Person identified below by first class United States Postal Service.
- B. The University shall provide to any current employee of the Company, defined as a full-time employee or permanent part-time employee, an award that will be applied to cost of tuition based on enrollment status with the University (see Appendices A for specific award levels.) The University will extend the Partnership Awards to spouses and registered domestic partners of Company employees. When "Company employees" are referenced in this document it is meant to include spouses and registered domestic partners.

The Partnership Award is applicable to all degree and teaching credential programs offered by the University on the central campus, its regional campuses, and/or La Verne Online with the exception of the following programs: the traditional-aged undergraduate program at the central campus; the Physician Assistant program; all programs offered through College of Law. The University reserves the right, in its sole discretion, to modify the eligible programs and offerings at any time.

The Partnership Award applies only to tuition, and no fees applicable to the student will be discounted. This award cannot be combined with any other tuition award or University-funded grants or scholarships.

- C. It shall be the responsibility of the company to provide the necessary Company employment documentation to confirm eligibility to participate in this Partnership Award program. This documentation should be submitted prior to enrollment. Appendix C lists the documentation that is required. University reserves the right to modify the required documentation as necessary.

Employment verification will be valid for five years from the date of the initial verification of employment and the student shall be eligible for Partnership Awards for all eligible University classes for five years from the time of official admission and under the condition that the student remains an active University student and is not required to apply for readmission due to a break in attendance as described in the University's catalog.

Should either Party choose to terminate this Partnership Award Agreement, with or without cause, the Parties agree that currently enrolled Company employees will continue to receive the Partnership Award for five years from the date of the initial verification of employment and official admission under the condition that the student remains an active University student and is not required to apply for readmission due to a break in attendance as described in the University's catalog.

- D. Partnership Award is applied to the student's University account during the term/semester in which the University receives employment verification from the Company and the student is officially admitted. Partnership Awards cannot be applied to previously completed terms/semesters.
- E. Company employees wishing to enroll at the University will be required to apply for admission and meet the University's admission requirements and processes for the selected degree program as specified in the University catalog in effect at the time of admission. Non-degree certification courses do not require an admission process.
- F. Company employees may apply for federal, state, or private financial aid as any other admitted University student.
- G. Company will incur no financial obligation to the University. The Company employees, as University students, will be personally responsible to the University for payment of fees and tuition.
- H. The Company agrees to provide opportunities for the University to publicize this Partnership Award program and the University's degree/credential offerings to the employees of the Company in a manner the Company shall deem appropriate, such as via emails, posters, brochures, information sessions, staff meetings, postings on internal website, and any other opportunities with the Company as noted in Appendix B.

I. Contact Information:

CITY OF SANTA FE SPRINGS		UNIVERSITY OF LA VERNE	
CONTACT INFORMATION:		CONTACT INFORMATION:	
Name	Janet Martinez, CMC	Name	Alison Rodriguez-Balles
Title	City Clerk	Title	Director, Irvine Campus
Address	11710 Telegraph Road Santa Fe Springs, CA 90670	Address	University of La Verne – Irvine Campus 2855 Michelle Drive, Suite 250 Irvine, CA 92606
Phone	562-409-7514 direct	Phone	714-505-6943
Email	janetmartinez@santafesprings.org	Email	arodriguez2@laverne.edu

APPROVED BY THE UNIVERSITY OF LA VERNE:

Signature:

Name:

Mary Aguayo

Title:

Vice President, Strategic Enrollment Management

Date:

The company acknowledges receipt of this Partnership Award Agreement.

Signature:

Name:

Juanita Trujillo

Title:

Mayor

Date:

APPENDIX A

Scholarship/Partnership Award Amounts

Undergraduate		
	Half-Time	Full-Time
Term		
Units to Qualify	4-7 Units	8+ Units
Amount of Award	\$400	\$800
Semester		
Units to Qualify	6-11 Units	12+ Units
Amount of Award	\$800	\$1200
Teacher Education		
Term		
Units to Qualify	4-7 Units	8+ Units
Amount of Award	\$400	\$800
Semester		
Units to Qualify	6 Units	12 Units
Amount of Award	\$800	\$1200
Graduate (masters)		
Term		
Units to Qualify	3-5 Units	6+ Units
Amount of Award	\$300	\$600
Semester		
Units to Qualify	5-8 Units	9+ Units
Amount of Award	\$600	\$900
Psy D / Ed D		
Semester		
Units to Qualify	5-8 Units	9+ Units
Amount of Award	\$600	\$900
DPA		
Term		
Units to Qualify	3-5 Units	6+ Units
Amount of Award	\$300	\$600

APPENDIX B

Scholarship/Partnership Award Amounts for Extended Learning Effective 2018/2019

Partner Discount	Customer Code
15% off all programs on the Extended Learning site	FIFTEEN

The University of La Verne's Extended Learning department provides professionals with access to quality certificate programs. Refer to our site at <https://laverne.edu/extendedlearning/>. Outlined below are a few of our programs. See website for more programs and details.

PROFESSIONAL DEVELOPMENT CERTIFICATE PROGRAMS

HUMAN RESOURCES

- SHRM California Employment Law Micro-Credential
- SHRM Essentials of Human Resource
- SHRM SCP/CP Human Resource Management

SUPPLY CHAIN MANAGEMENT

- APICS Certified in Production and Inventory Management (CPIM)
- APICS Certified in Logistics, Transportation and Distribution (CLTD)
- APICS Certified Supply Chain Professional (CSCP)

PROJECT MANAGEMENT

- Project Management Professional (PMP)
- Scrum Master Certified (SMC)
- Agile Certified Practitioner (ACP)
- Event and Wedding Planning
- Construction Management

SIX SIGMA

- Lean Six Sigma Green Belt
- Lean Six Sigma Black Belt

IT/DATA MANAGEMENT

- AWS (Amazon Web Services) Cloud Computing Architecture

MEDICAL

- AAPC Certified Professional Medical Coder (CPC)
- AAPC Certified Professional Medical Biller (CPB)

MARKETING/BUSINESS DEVELOPMENT

- Digital Marketing
- Leadership Development

Appendix C

Employee Documentation

Proof of employment can be documented in the following ways:

- Provide a letter on company letterhead from the Human Resources Department or from the employee's supervisor that verifies current employment, or,
- Provide a copy of a current pay stub that lists the company's name, the name of the employee, address of the employee, and the date of the pay period. All financial information applicable to the employee should be redacted.

Spouses or Registered Domestic Partners Documentation

Spouses:

- To receive a partnership award for a spouse, the employee must provide a letter/email indicating the name of his/her spouse and,
- A driver's license or state identification card which indicates that he/she has the same last name as the employee and resides at the same residence.
- If the above information does not match, a copy of their marriage certificate is required.

Domestic Partners:

- To receive a tuition discount for a domestic partner, the employee must provide a letter/email indicating the name of his/her domestic partner and,
- Provide proof of being a registered domestic partner in the State of California or any other State.

APPENDIX D

The employees of the Company will receive a Partnership Award according to the terms of this document provided the Company grants opportunities to promote the University's programs as noted below:

Activity Selected	ACTIVITY	DATE, POPULATION or DESCRIPTION OF EVENT (if necessary)
Yes____ No_____	Email (4 emails per year or as specified)	
Yes____ No_____	Flyers to Company Employees at La Verne's expense (approved by Company in advance)	
Yes____ No_____	Posters (posted in areas approved by Company)	
Yes____ No_____	Onsite Information Sessions – Coordinated with Company in advance	
Yes____ No_____	Table Top Displays (lobby, lunch area, etc.)	
Yes____ No_____	Website Landing Page and RSVP links provided by La Verne if applicable (Includes Company logo if desired)	



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

June 13, 2019

NEW BUSINESS

Authorize the Purchase of Tables from Mity-Lite, Inc by Piggybacking off of CMAS Cooperative Contract No.4-17-71-0111B

RECOMMENDATION

- Authorize the purchase of tables from Mity-Lite, Inc by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$39,929.94 for this transaction.

BACKGROUND

The high volume of facility reservations and age of the tables in use at Town Center Hall, Clarke Estate, Heritage Park and Betty Wilson Center have rendered the need for replacement. Most of the tables were purchased in the mid 2000's and are in poor condition. Included in this purchase will be table carts and specialty tables including: belly bar, sweetheart, and cake tables.

The tables and carts that are still in usable condition will be retained and stored at Foster Well. It is the plan that Community Services will use the old tables specifically for special events. Wear and tear is heavily imposed on the tables when they are transported and utilized for special events. By creating a separate set of tables specifically for these events, we will extend the lifespan of the new tables as they will only be used at our on-site facilities.

FISCAL IMPACT

The City Council approved at total of \$41,200 in the FY 18-19 budget for table replacements at Town Center Hall, Clarke Estate, Heritage Park, & Betty Wilson Center. The City will realize a savings of \$1,270.06 from the budgeted amount.

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

Raymond R. Cruz
City Manager

Attachment(s)

Vendor Quote
Contract Document

Report Submitted By:
Paul Martinez
Finance Department

Date of Report: June 7, 2019

ATTACHMENT 1

QUOTE ACKNOWLEDGEMENT



MITYLITE holsag BERTOLINI XpressPort MITYLITE

Sales Quote Number: 81315-1

MityLite Customer Number: C638270

INVOICE TO	SHIP TO
CITY OF SANTA FE SPRINGS RECREATION 11740 EAST TELEGRAPH RD. TOWN HALL CTR SANTA FE SPRINGS, CA 90670 US Attn: Accounts Payable	CITY OF SANTA FE SPRINGS RECREATION 11740 EAST TELEGRAPH RD. TOWN HALL CTR SANTA FE SPRINGS, CA 90670 US Attn: Adam Matsumoto

QUOTE DATE	SALESPERSON	PAYMENT TERMS
5/10/2019	John King	NET30

ITEM NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PCT60PLY1B	5 FT CIRCULAR MADERA PLY TOP TABLE;28.5" TALL,, BROWN, WISHBONE LEGS\CAPS\EDGE BAND	70	\$166.06	\$11,624.20
RT3096SBB1	ABS RT3096 SMOOTH SPECKLE BEIGE TOP/BRN BTM TABLE, 29" TALL, BROWN TRIM & WISHBONE LEGS	30	\$190.52	\$5,715.60
RT3072SBB1	ABS RT3072 SMOOTH SPECKLE BEIGE TOP/BRN BTM TABLE, 29" TALL, BROWN TRIM, & WISHBONE LEGS	15	\$172.30	\$2,584.50
PCT36PLY1B	3 FT CIRCULAR PLY TOP MADERA TABLE,, 30" KNOCKDWN CHROME COLUMN & X BASE;BRN EDGE BAND;	2	\$113.75	\$227.50
CRTXPTR3810	ROUND TABLE CART 38" WIDE, 10 CAPACITY	8	\$624.60	\$4,996.80
CRTXPTS58	XPRESSPORT SLANT TABLE CART, HOLDS ANY RECTANGULAR FOLDING LEG TABLE, CAPACITY VARIES W TABLE SIZE	7	\$614.70	\$4,302.90
PHR60PLY1B	MADERA HALF ROUND 60 PLYWOOD TABLE 28.5" TALL, BROWN WISHBONE LEGS\CAPS\EDGE BAND, ROUND CORNERS	1	\$118.40	\$118.40
	Lift Gate service	1	\$350.00	\$350.00
PRT3096PLY1B	MADERA RT3096 PLYWOOD TABLE 28.5" TALL, BROWN WISHBONE LEGS\CAPS\EDGE BAND, ROUND CORNERS	20	\$134.29	\$2,685.80
PRT3072PLY1B	MADERA RT3072 PLYWOOD TABLE 28.5" TALL, BROWN WISHBONE LEGS\CAPS\EDGE BAND, ROUND CORNERS	20	\$119.85	\$2,397.00
PCT30PLY12B	MADERA CT30 PLYWOOD TABLE W BLACK EDGE BAND, 42" KNOCKDWN CHROME COLUMN & X BASE	5	\$123.33	\$616.65
SUBTOTAL				\$35,619.35
FREIGHT AMOUNT				\$960.00
SALES TAX				\$3,350.59

QUOTE TOTAL (USD) \$39,929.94

Quote Notes: Freight quote #84611, 53' contract truck w/lumper service (Globaltranz) delivery. CMAS contract #4-17-71-0111B. Delivery include lift gate and inside delivery. Please contact us for a quote on additional services if required. Thank you for your business!

Signature _____

Date _____

* Quotes are valid for 30 days.

*A 50% prepayment is required for all custom products. Lead time is measured from receipt of prepayment.

*Mity, Inc. charges a 2% processing fee for Visa and MasterCard, and 3% for American Express.

For internal use

Quote: QUO-81315-F4J7H3

Manufacturer's Rep: None

MityLite, Inc. 1301 W 400 N, Orem, UT 84057, US

Phone 801-224-0589 | Fax 801-224-6191

ATTACHMENT 2

March 10, 2017

Brandon Ross
Mity-Lite, Inc.
1301 West 400 North
Orem, UT 84057

Subject: Mity-Lite, Inc. California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-17-71-0111B
CMAS Contract Term: March 10, 2017 through April 30, 2021
Base GSA Schedule No.: GS-03F-041DA

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2017 (JAN-MAR)
DUE BY APR 15, 2017.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.



JANNA WELK, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Mity-Lite, Inc.

CONTRACT NUMBER:	4-17-71-0111B
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	3/10/2017 through 4/30/2021
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-041DA
BASE SCHEDULE HOLDER:	Mity-Lite, Inc.

This contract provides for the purchase and warranty of furniture products.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf. A copy of the approved exemption must be kept with the purchase order for audit purposes.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **3/10/2017**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Mity-Lite
Furniture-Cafeteria
Furniture-Chairs
Furniture-Chairs Stacking
Furniture-Classroom
Furniture-Computer Worktables
Furniture-Conference Room
Furniture-Library
Furniture-Seating
Furniture-Tables
Furniture-Upholstered
Stage-Mobile

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-041DA (MITY-LITE, INC.) with a GSA term of 1/12/2016 through 1/11/2021. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (801) 224-6191:

Mity-Lite, Inc.
1301 West 400 North
Orem, UT 84057
Attn: Easton Linde

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (800) 837-1468
E-mail: eastonl@mitylite.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgl-bln/dellq.cgi.

CALIFORNIA SELLER'S PERMIT

Mity-Lite, Inc.'s California Seller's Permit No. is 101580727. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contract contains volume discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

45 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via: _____
Carrier's telephone number: _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____
_____ UPS account number applies.
State of California Purchase Order Number _____
_____, SHIP COLLECT. Estimated UPS charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Form s/FMC/Search.aspx>

2. Purchase Orders

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity and/or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Mity-Lite, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: <http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

NOT SPECIFICALLY PRICED (NSP) ITEMS

This provision is not applicable to this CMAS contract.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10369 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

**ETHNICITY/RACE/GENDER REPORTING
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

This CMAS contract contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this contract are net 45 days.

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

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
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It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Mity-Lite, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95796-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to .1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Contract Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____

Reporting Quarter:

Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Revision ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment; provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - a) these General Provisions -- Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;
 - d) Statement of Work, including any specifications incorporated by reference herein;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. TIME IS OF THE ESSENCE: Time is of the essence in this Contract.

15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to

Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(i) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and
 - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
 - g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:** Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting 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 Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor

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shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) 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 Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) 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 or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) 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 Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- e) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State'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 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 39. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 40. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000; the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 41. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 42. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subContractors 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, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12990 (a-f), set forth in Chapter 6 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.
- 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10298.
- 44. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made

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- and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
 - c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
 - i) the assignee has not been injured thereby; or
 - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 8108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12168(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes 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 Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) 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.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42480 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

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53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10288 and 10288.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**
Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.
58. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**
- Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one

- hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
 - The Contractor hereby certifies by signing this Contract that:
 - Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
 - Laws to be Observed
 - Labor
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1816, inclusive.

- Worker's Compensation Insurance
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
- Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable

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collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):

When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:

All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program

and fiscal delays which would occur if the Contract (order) were executed after that determination was made.

- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

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The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart TM):** If an agency desires to lease through Lease \$Mart TM, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:** In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests; for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26A

June 13, 2019

PRESENTATION

Recognition of the 2019 Battle of the Books Event Winners

RECOMMENDATION

Recognize the 2019 Battle of the Books event winners from Jersey Avenue Elementary School.

BACKGROUND

For 13 years, the Santa Fe Springs City Library has celebrated reading by hosting a Battle of the Books. Fourth and fifth grade students from four local schools (Rancho Santa Gertrudes, Lakeview, Jersey Avenue, and Cresson Elementary schools) participate in the event. Students read 30 books during the course of the school year and two teams are chosen to represent each school. Questions about the book are asked and students must say the title and author of the book where the answer is found. The team with the most correct answers wins the perpetual trophy that is proudly displayed at the school during the following school year. The winning school name and team name are added to the trophy that year.

Preparation for Battle of the Books is intense. The new list of books is chosen by Library staff during the summer and released at the beginning of the school year. Schools perform mock battles throughout the school year in order to better prepare themselves. Literacy staff read and prepare the questions and visit each school to help them prepare for the battle.

Although the competition was intense, the team "Jersey Super Readers" from Jersey Avenue Elementary School won the 2019 Battle of the Books. We would like to recognize the winning team members for their hard work.

The Mayor may wish to call upon Joyce Ryan, Library Services Division Director, to assist with this presentation.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26B

June 13, 2019

PRESENTATION

Recognition of 2019 Beautification Committee Award Program Recipients

RECOMMENDATION

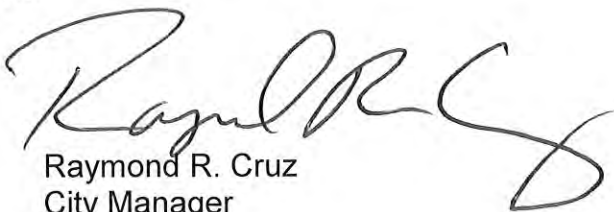
Recognize the 2019 Beautification Committee Award winners.

BACKGROUND

Each spring, the Beautification Committee tours the City to judge both homes and businesses for the annual Beautification Awards. This year the residential tour took place on Wednesday, April 17, 2019 and the business tour took place on Thursday, April 18, 2019. The Beautification Committee is tasked with identifying 10 homes and 10 businesses that represent the best of Santa Fe Springs. The homes and businesses are judged on their landscaping, curb appeal, and other grading criteria. In order to recognize a variety of homes and businesses in Santa Fe Springs, winners from the past 5 years for homes and the past 3 years for businesses are not eligible.

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. Each winner 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 Division Manager, to assist with the presentation.


Raymond R. Cruz
City Manager

Attachment:

1. List of 2019 Beautification Award Winners

2019 Beautification Committee Award Program Recipients

RESIDENTS

- John & Connie Martinez
- Robert & Cecilia Lopez
- Frank and Gloria Lucero
- Stephen & Pamela Kotsay, Jr.
- Guillermo & Cynthia Barajas
- Veronica Guillen & Silvina Gamez
- Manuel & Bonnie Cabrera
- Richard & Rosie Jimenez
- Maria Del Socorro Garcia & Alejandra Garcia
- Oscar & Christina Maldonado

BUSINESSES

- Apffels Fine Coffees
- Kenko Freight Systems
- Avis Car Rental
- U.S. Armor Corporation
- Aldi
- Goodman
- Nowell Steel & Supply Co.
- Greater Los Angeles Vector Control District
- SunLee
- Allblack Co



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26C

June 13, 2019

PRESENTATION

Introduction of Department of Community Services New Employee – Immanuel Caldona, Administrative Clerk II

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce Immanuel Caldona

BACKGROUND

Mr. Immanuel Caldona is the new Administrative Clerk II in the Department of Community Services – Administrative section. His first date of employment was on Monday, April 15, 2019. He is at tonight's Council meeting to be introduced to the City Council and the community.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 26D

June 13, 2019

PRESENTATION

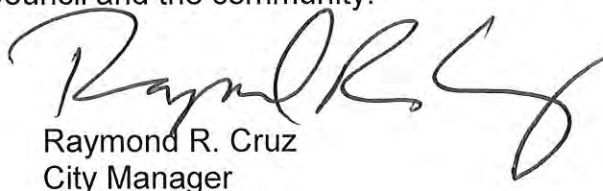
Introduction of New Finance and Administrative Services Employees, Human Resources Assistant, Brianna Esquivias and Account Clerk I, Claribel Catalan.

RECOMMENDATION(S)

The Mayor may wish to call upon Director of Finance and Administrative Services, Travis Hickey to introduce Brianna Esquivias and Claribel Catalan.

BACKGROUND

Brianna Esquivias, Human Resources Assistant, and Claribel Catalan, Account Clerk I, recently began full-time employment with the City. They are at tonight's Council meeting to be introduced to the City Council and the community.


Raymond R. Cruz
City Manager



APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Reappointments

RECOMMENDATION:

That the City Council reappoint 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, 2019. 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", with a long, sweeping flourish extending to the right.

Raymond R. Cruz
City Manager

Attachments:

Committee Reappointment Lists

ANNETTE RODRIGUEZ
RE-APPOINTMENT LIST

Committee	Interested	Not Interested	Not Responded
Family & Human Services	Hilda Zamora		
Parks & Recreation	Lisa Garcia		
	David Diaz-Infante		
Senior Citizens	Hilda Zamora		
Youth Leadership	Angel M. Corona		
	Ivan Aguilar		
	Jennifer C. Tobar		
Historical	Sally Gaitan		

JOE ANGEL ZAMORA
RE-APPOINTMENT LIST

Committee	Interested	Not Interested	Not Responded
Family & Human Services	Tina Delgado		
	Gilbert Aguirre		
Historical	Francis Carbajal		
Senior	Amelia Acosta		
	Gloria Madrid		
Sister City	Doris Yarwood		
Youth Leadership	Savanna Aguayo		
	Valerie Melendez		
	Christian Zamora		

JUANITA TRUJILLO
RE-APPOINTMENT LIST

Committee	Interested	Not Interested	Not Responded
Beautification	Debra Cabrera		
Family & Human Services	Bonnie Fox		
Historical	Merrie Hathaway		
Parks & Recreation	Dolores Romero		
		Lydia Gonzalez	
Sister City	Marcella Obregon		

WILLIAM ROUNDS
RE-APPOINTMENT LIST

Committee	Interested	Not Interested	Not Responded
Beautification	Mary Arias		
	Marlene Vernava		
Family & Human Services	Janie Aguirre		
	Peggy Radoumis		
Historical	Mark Scoggins		
Parks & Recreation	Tim Arnold		
	Mark Scoggins		
Senior	Gilbert Aguirre		
	Lorena Huitron		
	Janie Aguirre		

JOHN M. MORA
RE-APPOINTMENT LIST

Committee	Interested	Not Interested	Not Responded
Beautification	Guadalupe Placencia		
	Eileen Ridge		
	Jeannie Hale		
		Francis Carbajal**	
Family & Human Services	Miriam Herrera		
Parks and Recreation	Adrian Romero		
	William Logan		
	Ralph Aranda		
	Kurt Hamra		
Senior	Astrid Shesterkin		
Sister City	Laurie Rios		
	Peggy Radoumis		
	Francis Carbajal		
Youth Leadership*	Destiny Cornejo		
	Jazmine A. Duque		

*Per the committee by-laws, once a committee member graduates from High school, his/her term will end June 30th following graduation.

** Ms. Carbajal has chosen to be removed from this committee due to her being a part of four (4) committees (limit is 3).