



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

January 9, 2020
6:00 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

NO ITEMS TO BE CONSIDERED UNDER HOUSING SUCCESSOR

SUCCESSOR AGENCY

NEW BUSINESS

- 3. Consideration of Entering Into an Exclusive Negotiating Agreement (ENA) by and Between the Successor Agency to the City of Santa Fe Springs Community Development Commission, a California Public Body ("Successor Agency") and Spectrum Development Group Inc., a California Corporation ("Developer") for the Development of the Property located at 12171 Telegraph Road (APN No. 8005-012-902) Santa Fe Springs, CA 90670 (Planning)**

Recommendation:

- Authorize Entering Into an Exclusive Negotiating Agreement by and Between the Successor Agency to the City of Santa Fe Springs Community Development Commission, a California Public Body ("Successor Agency") and Spectrum Development Group Inc., a California Corporation ("Developer"), for the Development of the Property located at 12171 Telegraph Road (APN No. 8005-012-902), Santa Fe Springs, CA 90670
- Authorize the Mayor or designee to execute the ENA, in a form acceptable to the City Attorney, on behalf of the City.

- 4. Adopt Resolution No. SA-2020-001 Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 20-21) for the period July 1, 2020 through June 30, 2021 (Finance)**

Recommendation:

- Adopt Resolution No. SA-2020-001.

- 5. Adopt Resolution No. SA-2020-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2020 through June 30, 2021 (Finance)**

Recommendation:

- Adopt Resolution No. SA-2020-002.

CITY COUNCIL

6. CONSENT AGENDA

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

- a. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

- b. Second Reading of Ordinance No. 1109 – An ordinance of the City of Santa Fe Springs amending the City Code and adopt by reference, the 2020 Edition of the Los Angeles County Building code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) excluding county amendments to CALGreen Code, and Existing Building Codes (Title 33), except as to the establishment of fees. (City of Santa Fe Springs) (Planning)

Recommendation:

- Adopt Ordinance No. 1109.

- c. Second Reading of Ordinance No. 1111 – An Ordinance Revising Provisions of the Code of Santa Fe Springs Relating to City Commissions and Committees (City Clerk)

Recommendation:

- Have second reading by title only and adopt Ordinance No. 1111 amending the Code of Santa Fe Springs to revise existing provisions and include new provisions relating to City commissions and committees.

- d. Approval of Agreement Between the City of Santa Fe Springs and the Santa Fe Springs Executive, Management and Confidential Association and Approval of Side Letter #1 Between the City of Santa Fe Springs and the Santa Fe Springs City Employees Association (Finance)

Recommendation:

- Approve the Fiscal Year (FY) 2019-20 labor agreement with the Santa Fe Springs Executive, Management & Confidential Association and authorize the Mayor to execute said agreement.
- Approve Side Letter #1 to the FY 2019-20 Memorandum of Understanding with the Santa Fe Springs City Employees Association regarding longevity incentive pay.

NEW BUSINESS

- 7.** Approval of a Subaward Agreement by and between the County of Los Angeles and the City of Santa Fe Springs for Census 2020 Education and Outreach Activities (Planning)

Recommendation:

- Authorize the City Manager to execute the Subaward Agreement by and between the County of Los Angeles and the City of Santa Fe Springs.

8. Ann Street Improvements – Award of Contract (Public Works)

Recommendation:

- Accept the bids;
- Award a contract to R.J. Noble Company of Orange, California, in the amount of \$511,650.80; and
- Authorize the Mayor to execute the Agreement with R.J. Noble Company.

9. Custodial Services EE Building Maintenance Request for Contract Increase (Public Works)

Recommendation:

- Provide direction on the request from EE Building Maintenance for a 5% increase to the existing Custodial Services contract amount.

10. Acceptance of 2017 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of a MX908-c Hazardous Material Monitor for the Department of Fire-Rescue (Fire)

Recommendation:

- Accept 2017 State Homeland Security Grant Program (SHSGP) funds in the amount of \$91,564.85 and authorize the purchase of one (1) MX908-c hazardous materials monitor from 908 Devices Inc.

Please note: Item Nos. 11 – 20, will commence at the 6:30 p.m. hour.

11. **INVOCATION**

12. **PLEDGE OF ALLEGIANCE**

13. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

14. **ANNOUNCEMENTS**

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

16. **PRESENTATIONS**

- Introduction of Public Works New Employee – Kevin Periman, Municipal Services Manager
- Introduction of Department of Community Services New Employee – Gustavo Hernandez, Parks & Recreation Services Manager
- Recognition of 2019 Holiday Home Decorating Contest Winners
- Presentations for outgoing Mayor

City of Santa Fe Springs
Regular Meetings

January 9, 2020


17. **COUNCIL REORGANIZATION**
Nomination of Mayor and Mayor Pro Tem for 2020

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

19. **COUNCIL COMMENTS**

20. **ADJOURNMENT**

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


for Janet Martinez, CMC, City Clerk

January 3, 2020
Date



NEW BUSINESS

Consideration of Entering Into an Exclusive Negotiating Agreement (ENA) by and Between the Successor Agency to the City of Santa Fe Springs Community Development Commission, a California Public Body ("Successor Agency") and Spectrum Development Group Inc., a California Corporation ("Developer") for the Development of the Property located at 12171 Telegraph Road (APN No. 8005-012-902) Santa Fe Springs, CA 90670.

RECOMMENDATIONS

- Authorize Entering Into an Exclusive Negotiating Agreement by and Between the Successor Agency to the City of Santa Fe Springs Community Development Commission, a California Public Body ("Successor Agency") and Spectrum Development Group Inc., a California Corporation ("Developer"), for the Development of the Property located at 12171 Telegraph Road (APN No. 8005-012-902), Santa Fe Springs, CA 90670
- Authorize the Mayor or designee to execute the ENA, in a form acceptable to the City Attorney, on behalf of the City.

BACKGROUND

The Site is commonly referred to as the Chevron Site because in the past, a Chevron gas station occupied the site. It has an address of 12171 Norwalk Boulevard (APN: 8005-012-902), and is located at the northwest corner of Norwalk Boulevard and Telegraph Road. The Successor Agency to the City of Santa Fe Springs Community Development Commission, owns the property. Through the redevelopment dissolution process, the site was approved for disposition.

The Site is approximately 0.9 acres in size or $\pm 39,070$ square feet in total land area and is currently zoned M-2, Heavy Manufacturing with a General Plan land use designation of Industrial. It has two abandoned oil wells and is a vacant dirt lot with perimeter fencing. It can be enlarged to one acre with the acquisition of a portion of the abutting property to the west.

It is surrounded by a vocational school and a variety of office, commercial and industrial uses. The property immediately to the north is developed with a manufacturer and distributor of various clothing product lines, while the property to the south, across Telegraph Road, is the Sculpture Garden. The property immediately to the west is developed with a training center that prepares men and women for careers in the tooling, machining and manufacturing industry. The property to the east, across Norwalk Boulevard, is known as Heritage Springs and is developed with a multi-story mixed-use commercial building and restaurant plaza. A pedestrian bridge, across Norwalk Boulevard and Telegraph Road connects the Sculpture Garden area to Heritage Springs.

In November 2019, Staff issued a Request for Qualification (RFQ), seeking qualified developer(s) with experience using shipping containers for commercial and/or office space use, to build a high quality, commercial development project on the 0.9-acre site. At that time, the goal of the City was to find a developer who could deliver a development consisting of shipping containers, similar to the SteelCraft development in the city of Long Beach (<https://www.steelcraftlb.com/>) or the Downtown Container Park in Las Vegas (<https://downtowncontainerpark.com/>). The recycled shipping containers would be retrofitted as shops and kitchens and provide entry-level infrastructure for entrepreneurs.

Only one firm, Howard CDM, the same developer of the SteelCraft development in the city of Long Beach, responded to the RFP. Ultimately, Howard CDM passed on this site and another site within the Sculpture Garden, and instead chose the city of Bellflower for its next SteelCraft development. Apparently Howard CDM was already working with Bellflower and economically, it did not make sense to have two SteelCraft developments in close proximity to each other. Notwithstanding, Staff continued marketing the property by word-of-mouth, on the City's website and at the annual RECon/ICSC (International Council of Shopping Centers) in Las Vegas.

Staff is currently working on an Exclusive Negotiating Agreement (ENA) with Spectrum Development Group, Inc., (SDG) to develop the site with retail-type uses. Spectrum Development Group, Inc. was founded in 2010 and is a leading retail and hospitality developer based in Irvine, California. SDG specializes in the development of high-quality single-tenant retail assets in prime locations. They bring together the diverse skill sets needed to execute projects in the most complex environments and yield high quality assets. SDG projects have included the following tenants: Starbucks, Dunkin, Chase Bank, MOD Pizza, and many other top names in retail. SDG places high value on the relationships with the tenant community, local government, and their contracting partners to deliver superior results.

General ENA Terms:

- Terms of any potential Disposition and Development Agreement between Successor Agency and Developer for the development of the parcel is to be negotiated during the exclusive negotiating period.
- The terms of the exclusive negotiating period shall be 270 days with an additional 120-day extension, by mutual agreement.
- Every two months, on the 10th of the month, commencing on the first full month after the effective date, Developer shall submit written status reports.
- Within sixty (60) days after the Effective Date, Developer shall submit conceptual site plans for the Project.
- The consideration to be exchanged for execution of the ENA is a \$10,00,000 Earnest Money Deposit.

- Successor Agency is prohibited from negotiating with any other persons regarding the sale or redevelopment of the property during the Negotiation Period.

Staff believes that it would be appropriate for the Successor Agency to approve the proposed ENA with SDG. The specified time period within the ENA would allow SDG to market the property, conduct market studies, develop conceptual site plan and elevations, and investigate the suitability of the parcel for retail development. Ultimately, this information and other information obtained during the negotiating period will help determine the viability of the project so that the Successor Agency and Developer can decide whether to enter into a Development Agreement.

FISCAL IMPACT:

There are no fiscal impacts associated with the approval of the ENA.

INFRASTRUCTURE IMPACTS:

There are no infrastructure impacts associated with the approval of the ENA.

For 
Raymond R. Cruz
City Manager

Attachment:

1. Exclusive Negotiating Agreement

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Agreement**") is entered into effective as of _____, 2020 ("**Effective Date**") by and between the SUCCESSOR AGENCY TO THE CITY OF SANTA FE SPRINGS COMMUNITY REDEVELOPMENT COMMISSION, a California Public Body ("**Successor Agency**") and SPECTRUM DEVELOPMENT GROUP, INC., a California corporation ("**Developer**"). Successor Agency and Developer are hereinafter referred to collectively as the "**Parties**."

"

RECITALS

A. The Successor Agency is the owner of certain undeveloped real property constituting approximately ±39,070 sq. ft., located within the City of Santa Fe Springs ("City") City limits located at 12171 Telegraph Road (APN No. 8005-012-902), as more particularly described in Exhibit A attached hereto (the "**Property**").

B. The Successor Agency has undertaken outreach to developers for the potential development of the Property, and based upon such outreach, has selected Developer as the entity with which to enter into exclusive negotiations for development of the Property.

C. Developer has proposed developing the Property with a retail project (the "**Project**").

D. The purpose of this Agreement is to establish the procedures and standards for the negotiation of a potential disposition and development agreement ("**DDA**") that would address: (i) the disposition of the Property from the Successor Agency to Developer, and (ii) Developer's development of the Project on the Property. As more fully set forth below, this Agreement in itself does not obligate the Successor Agency to execute a DDA or convey the Property, or any portion thereof, to Developer, nor does it grant Developer the right to develop the Project on the Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above, and all defined terms set forth in such Recitals and in the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as though set forth in full.

2. Good Faith Efforts to Negotiate. The Parties shall use their best efforts to negotiate a DDA that will describe the terms and conditions governing the conveyance of the Property and the development of the Project on the Property. The Parties shall diligently and in good faith pursue such negotiations. This Agreement does not impose a binding obligation on Successor Agency to convey any portion of, or interest in, the Property to Developer, nor does it obligate City to grant any approvals or authorizations required for the Project (including the DDA). Without limiting the generality of the foregoing, Developer expressly acknowledges that any agreement resulting from the negotiations contemplated hereby shall become effective only if the agreement is approved by the Successor Agency Board following compliance with all applicable notice and hearing requirements and compliance with all other requirements of law, including without limitation the California Environmental Quality Act ("CEQA").

3. Developer's Exclusive Right to Negotiate With City. Successor Agency agrees that it will not, during the term of this Agreement ("**Term**"), directly or indirectly, through any officer, employee, agent, or otherwise, solicit, initiate or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in the Property or the development of the Property, and Successor Agency shall not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the disposition or development of the Property or any portion thereof. Furthermore, Successor Agency shall not, directly or indirectly, through any officer, employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Property or any portion thereof.

4. Term. The Term shall commence on the Effective Date, and shall terminate two hundred seventy (270) days thereafter, unless extended or earlier terminated as provided herein. The Term may be extended for up to a maximum of one hundred twenty (120) additional days upon the mutual written agreement of Developer and the Successor Agencies Executive Director if the Executive Director determines in his or her sole discretion that the Parties have made substantial progress in their negotiations to merit such extension. The Parties may, with Board of Directors approval, agree to additional extensions. If a DDA has not been executed by the Successor Agency and Developer (or an entity related to Developer and approved by the Successor Agency) by the expiration of the Term (as the Term may have been extended pursuant to this Section), then this Agreement shall terminate, and neither Party shall have any further rights or obligations under this Agreement except such rights and obligations that expressly survive termination.

5. Consideration. The consideration to be exchanged for execution of this ENA shall be \$10,000.00 paid to the Successor Agency and referred to hereinafter as the ("earnest money deposit") payable via cashier's check or, in the Executive Director's sole discretion, via some other commercially reasonable method, which shall be considered an earnest money deposit deposited upon open of escrow. The earnest money deposit shall be paid immediately upon execution of this Agreement and held by Successor

Agency, on behalf of the Successor Agency, until such time as the Parties either execute a DDA/PSA and escrow is opened or this Agreement expires. In event of expiration or termination of this Agreement, the earnest money shall be refunded to Developer. In the event of execution of a DDA, the earnest money deposit shall be deposited into the appropriate escrow and applied against the purchase price of the Property. Developer understands and agrees and waives any claim to interest generated by the earnest money deposit held by Successor Agency during the term of this Agreement.

6. Termination.

6.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by the mutual written consent of the Parties. In the event of such termination, subject to Section 6.4, neither Party shall have any further rights against or liability to the other under this Agreement.

6.2 Termination by Successor Agency for Cause. Successor Agency shall have the right to terminate this Agreement upon Successor Agency's good faith reasonable determination that Developer is not negotiating diligently and in good faith. Successor Agency shall exercise such right by delivering not less than ten (10) business days' advance written notice to Developer describing the nature of Developer's default and the termination date. If Developer does not commence to cure the default and resume negotiations in good faith within such ten (10) business day period, Successor Agency may terminate this Agreement effective as of the termination date stated in the notice. In the event of termination by the Successor Agency pursuant to this Section 6.2, subject to Section 6.4, neither Party shall have any further rights against or liability to the other under this Agreement.

6.3 Termination by Developer. Developer shall have the right to terminate this Agreement, effective upon ten (10) days' written notice to Successor Agency, if Developer determines, in the exercise of Developer's sole discretion, that the results of Developer's investigation of the Property are unsatisfactory with respect to Developer's desired development activities, if the Project is not feasible in Developer's sole discretion or if Developer is unable to obtain other necessary approvals, rights or interests. The parties acknowledge that tenant interest in the Project is uncertain and has not been vetted or determined by Successor Agency or Developer. Developer shall exercise such right by delivering not less than ten (10) business days' advance written notice to Successor Agency electing to terminate. In the event of termination by the Developer pursuant to this Section 6.3, subject to Section 6.4, neither Party shall have any further rights against or liability to the other under this Agreement.

6.4 Effect of Termination. Upon the expiration of the Term as such may be extended, or upon the earlier termination of this Agreement, without the Parties having successfully negotiated and executed a DDA, this Agreement shall forthwith be void, and there shall be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives; provided however, the provisions of Section 8.1 (Studies), Section 8.2 (Access; Indemnity), Section 9

(Confidentiality), Section 11.4 (Liquidated Damages), and Section 14.7 (Indemnification) shall survive such termination. In no event shall either Party have the right to seek an award of damages as a result of the termination of this Agreement.

7. Compliance with CEQA. The Parties acknowledge that the Project description set forth in this Agreement is preliminary in nature and shall be described in further detail in the DDA to be negotiated during the Term. The Parties acknowledge that development of the Property for the Project will require the grant of discretionary land use entitlements subject to the Successor Agency's normal review and approval process, that the Project must comply with CEQA, and that nothing in this Agreement is intended to or shall be interpreted as the grant of any approvals for development of the Project or the Property, or the modification or waiver of any Successor Agency procedures or requirements. Without limiting the foregoing, the Parties acknowledge that the Successor Agency retains discretion to (i) provide input on the Project as Successor Agency may, in its discretion, determine to be necessary to comply with CEQA, (ii) propose other feasible alternative and/or mitigation measures to avoid or minimize significant environmental impacts; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action, if such impacts cannot otherwise be avoided; and/or (iv) determine not to proceed with the Project.

The Parties acknowledge that nothing in this Agreement shall be deemed a commitment by the Successor Agency to enter into an agreement for conveyance of any interest in the Property or for the development of the Project. In addition, the Parties acknowledge that the final form of any agreement governing the development of the Property may contain matters not covered in this Agreement, and the provisions herein are not intended to exclude or preclude any other issues that may arise during negotiations.

Developer acknowledges that the Project must be evaluated under CEQA prior to Successor Agency's approval of the DDA. If Successor Agency determines that CEQA compliance requires preparation of an Environmental Impact Report ("EIR") for the Project, then i) Successor Agency and Developer will select the consultant for preparation of the EIR; and ii) Developer will pay Successor Agency's costs for environmental review, including the cost of Successor Agency's EIR consultant.

8. Developer's Studies; Right of Access; Deliverables.

8.1 Developer's Studies. During the Term of this Agreement, Developer may prepare, at Developer's sole expense, any studies, surveys, plans, specifications and reports ("**Developer's Studies**") Developer deems necessary or desirable in Developer's sole discretion, to determine the suitability of the Property for the Project. Such studies may include, without limitation, title investigation, relocation analyses, tenant and property marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses, and design studies. Developer shall provide to Successor Agency without representation or warranty, copies of all reports, test results, studies, analyses, cost estimates, and documents prepared by third-party consultants for or commissioned by

Developer with respect to the Project or the Property within ten (10) business days following their completion; provided however, Developer shall not be obligated to provide proprietary or financial information. Developer agrees to include in all contracts for the preparation of any of Developer's Studies a provision that will permit Successor Agency to have the right to use and rely upon each such study and report. Developer's obligation to provide reports and studies pursuant to this Section 8.1 shall survive the expiration or earlier termination of this Agreement.

8.2 Right of Access. Developer shall have the right of reasonable access to the Property for the purposes of inspection, environmental assessments, soils testing, and similar work. Developer shall be responsible for obtaining any additional rights of access to the Property from third parties that may be necessary to prepare Developer's Studies. The Successor Agency may impose reasonable limitations on access to the Property, and may require Developer to provide Successor Agency with proof of insurance in compliance with Successor Agency's requirements prior to performance of studies on the Property. Successor Agency's advance written approval, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any invasive testing. Developer agrees that unless Successor Agency agrees otherwise in writing, Developer shall repair, restore, and return the Property and all improvements located thereon to their condition immediately prior to any such testing at Developer's sole cost and expense. Developer shall at all times keep the Property free and clear of all liens and encumbrances related to Developer's inspection activities on the Property or otherwise within Developer's control.

Developer shall indemnify, defend, and hold the Successor Agency and its elected and appointed officers, officials, employees, consultants, agents and representatives (collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including without limitation reasonably attorney's fees and of litigation) (all of the foregoing, collectively "**Claims**") arising out of Developer's and Developer's agents, employees, consultants, representatives and contractor's entry on the Property or otherwise arising out of the exercise of this right of access, provided that Developer shall have no obligation related to Claims resulting from the Indemnitees' gross negligence or willful misconduct, or Developer's mere discovery of information regarding the Property. Developer's defense and indemnity obligations pursuant to this Section 8.2 shall survive the expiration or earlier termination of this Agreement.

8.3 Deliverables. Developer shall provide to Successor Agency the deliverables identified in Exhibit B, attached hereto and incorporated herein by reference, consistent with the schedule set forth in Exhibit B, unless such other dates are agreed to in writing by Developer and Executive Director.

9. Confidentiality of Information. While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, Developer acknowledges that Successor Agency will need sufficient, detailed information about the proposed Project to make informed decisions about the content and approval of the DDA.

Successor Agency will work with Developer to maintain the confidentiality of proprietary information subject to the requirements imposed on Successor Agency by the Public Records Act (Government Code Section 6250 *et seq.*). Developer acknowledges that Successor Agency may share information provided by Developer of a financial and potential proprietary nature with third party consultants who have been contractually engaged to advise Successor Agency concerning matters related to this Agreement and/or the DDA and to Board of Directors members as part of the negotiation and decision making process. If this Agreement is terminated without the execution of a DDA, Successor Agency shall return to Developer any confidential information submitted by Developer under this Agreement. If any litigation is filed seeking to make public any information Developer submitted to Successor Agency in confidence, Successor Agency and Developer shall cooperate in defending the litigation if Developer elects not to make public the information in question. Developer shall pay Successor Agency's reasonable costs of defending such litigation if Developer elects not to make public the information in question and shall indemnify Successor Agency against all costs and attorneys' fees awarded to the plaintiff in any such litigation.

10. Execution of Definitive Agreement. The Successor Agency shall have no legal obligation to grant any approvals or authorizations for the Project prior to Board of Director's approval of the Project and related agreements following compliance with CEQA and all other applicable requirements of law.

11. Defaults and Remedies.

11.1 Default. In the event either Party breaches its obligations under this Agreement, the non-defaulting Party shall give written notice of a default to the defaulting Party specifying the nature of the default and the required action to cure the default. If a default remains uncured ten (10) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in Subsections 11.2, 11.3, and 11.4 below, as applicable.

11.2 Remedies for Successor Agency Default. In the event of an uncured default by Successor Agency hereunder, Developer's sole remedy shall be to terminate this Agreement upon which termination, Developer shall be entitled to repayment of the remaining Good Faith Deposit and any interest earned thereon, as further provided in Section 5 and neither Party shall have any further right, remedy or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to pay or reimburse the other Party for a cost or to provide indemnity and defense shall survive such termination. Except as expressly provided herein, neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

11.3 Remedies for Developer Default. In the event of an uncured default by Developer, Successor Agency's sole remedy shall be to terminate this Agreement and to retain the Earnest Money Deposit and any interest earned thereon as further set forth in

Subsection 11.4 below. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement; provided however, any obligation under a specific provision of this Agreement for a Party to pay or reimburse the other Party for a cost or to provide indemnity and defense shall survive such termination.

11.4 Liquidated Damages. IN THE EVENT OF TERMINATION DUE TO DEVELOPER'S DEFAULT AS DESCRIBED IN THIS SECTION 11 ABOVE, THE GOOD FAITH DEPOSIT MAY BE RETAINED BY SUCCESSOR AGENCY AS LIQUIDATED DAMAGES AND AS ITS PROPERTY WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. THE PARTIES AGREE THAT THE DAMAGES SUFFERED BY SUCCESSOR AGENCY BY REASON OF A DEVELOPER DEFAULT WOULD BE UNCERTAIN AND THAT SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE CONSIDERATION THAT ANOTHER DEVELOPER WOULD PAY FOR THE PROPERTY; THE EXPENSES OF CONTINUING THE OWNERSHIP AND CONTROL OF THE PROPERTY AND OF IDENTIFYING OTHER INTERESTED PARTIES AND NEGOTIATING WITH SUCH PARTIES; POSTPONEMENT OF TAX REVENUES TO THE COMMUNITY; AND THE FAILURE OF SUCCESSOR AGENCY TO EFFECT ITS PURPOSES AND OBJECTIVES WITHIN A REASONABLE TIME, RESULTING IN ADDITIONAL IMMEASURABLE DAMAGE AND LOSS TO SUCCESSOR AGENCY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO SUCCESSOR AGENCY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE GOOD FAITH DEPOSIT HELD BY SUCCESSOR AGENCY AT THE TIME OF THE DEFAULT OF DEVELOPER, AND THE AMOUNT OF SUCH GOOD FAITH DEPOSIT SHALL BE PAID TO SUCCESSOR AGENCY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, SUCCESSOR AGENCY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW. DEVELOPER AND SUCCESSOR AGENCY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

Developer: _____

12. Successor Agency's Rights Following Expiration or Termination. Following expiration or termination of this Agreement, unless a DDA is executed by the Parties, Successor Agency shall have the absolute right to pursue disposition and development of the Property in any manner and with any party or parties it deems appropriate; provided, however, nothing herein shall be deemed to preclude or disqualify Developer from responding to future requests for qualifications and/or proposals, if any, that Successor Agency may publicly issue to qualified firms with respect to development of the Property.

13. Planning Costs and Expenses. If the parties are unable to reach agreements on a DDA, Successor Agency and Developer each shall bear their own costs and

expenses in connection with negotiating and finalizing this Agreement. Should the parties reach agreement on a DDA, that agreement shall provide for all costs and expenses of the Successor Agency to be reimbursed by Developer, to include costs and expenses of negotiating and finalizing this Agreement and the DDA.

14. Miscellaneous.

14.1 Assignment. The qualifications and identity of Developer are of particular concern to Successor Agency. It is because of those unique qualifications and identity that Successor Agency has entered into this Agreement with Developer. Accordingly, except as provided below, Developer may not assign its rights under this Agreement to any other person or entity, without the prior written approval of Successor Agency. Any purported voluntary or involuntary assignment of Developer's exclusive negotiation rights without such Successor Agency written approval shall be null and void. Notwithstanding the foregoing, Developer may assign its rights under this Agreement to a limited liability company or partnership in which Developer, the principals of Developer or an affiliated entity: (a) is a managing member or general partner; (b) is responsible for managing the day-to-day entitlement and development activities of such entity; and (c) has a controlling interest in such entity.

14.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

Successor Agency: Successor Agency
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: _____

Developer: Spectrum Development Group, Inc.
1200 Newport Center Drive, Suite 220
Newport Beach, California 92660-0933
Attn: Joe Haupt

14.3 No Commissions. Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either Party in connection with the transaction

contemplated by this Agreement or any resulting DDA, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Paragraph shall survive termination of this Agreement.

14.4 Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

14.5 Authority; Disclosure. Developer warrants that none of its principals, officers, partners, joint venturers, employees, associates, or affiliates who have any economic interest in this Agreement or the contemplated development of the Property or the Project, have a familial, financial, or other material relationship with any elected or appointed official or employee of the Successor Agency. Each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is created and validly existing under the laws of Delaware, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. Each person executing this Agreement on behalf of Successor Agency does hereby covenant and warrant that (a) Successor Agency has full power and authority to enter into this Agreement and to perform all of Successor Agency's obligations hereunder, and (b) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Successor Agency is duly and validly authorized to do so.

14.6 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from this Agreement. This Section shall survive the expiration or termination of this Agreement.

14.7 Indemnification. Developer hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless and defend the Indemnitees (defined in Section 8.2) from and against all Claims (defined in Section 8.2) arising out of or in connection with the actions of Developer or Developer's agents, employees, officers, representatives, contractors or consultants pursuant to this Agreement; provided however, Developer shall have no indemnification obligation with respect to the gross negligence or willful misconduct of any Indemnitee. This Section shall survive the expiration or earlier termination of this Agreement.

14.8 Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an

essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

14.9 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the Parties with respect to such subject matter.

14.10 Amendments. This Agreement may be amended only by a written instrument executed by the Parties or their permitted successors in interest.

14.11 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns; provided however, that except as expressly permitted by this Agreement, neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

14.12 Captions; Interpretation. This Agreement shall be interpreted as though prepared jointly by the Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

14.13 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of laws principles. Venue for any action under this Agreement shall be in Los Angeles County, California.

14.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUCCESSOR AGENCY/CITY OF SANTA FE SPRINGS, a California public body

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

DEVELOPER:

SPECTRUM DEVELOPMENT GROUP, INC.,
a California corporation

By: _____

Its: _____

Exhibit A

LEGAL DESCRIPTION

LOT 1, PARCEL MAP 108, PAGES 17 AND 18, COUNTY OF LOS ANGELES,
CALIFORNIA

Exhibit B

Developer Deliverables/Schedule of Performance

Written Status Reports	Every two months, on the 10 th day of the month, commencing on the first full month after the Effective Date
Conceptual Site Plans for the Project	Within sixty (60) days after the Effective Date



City of Santa Fe Springs

Successor Agency Meeting

ITEM NO. 4

January 9, 2020

NEW BUSINESS

Adopt Resolution SA-2020-001 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 20-21) for the Period July 1, 2020 through June 30, 2021

RECOMMENDATION

- Adopt Resolution No. SA-2020-001.

BACKGROUND

State legislation, ABX1 26 and AB 1484, created Successor Agencies, which are tasked with the responsibility of winding down former Redevelopment Agencies. As a requirement of the wind down process, the Successor Agencies were originally required to provide a Recognized Obligation Payment Schedule ("ROPS") every six months identifying overall outstanding debt for all enforceable obligations with the Agency, as well as the estimated amount needed for each of those obligations during the six-month period covered by that ROPS. Effective July 1, 2016, the ROPS period changed from semi-annual to annual.

The ROPS is required to be considered and approved by the Successor Agency and Oversight Board ("OB"). Once approved, the ROPS and OB Resolution are submitted to the California Department of Finance ("DOF") for subsequent review and final approval. The approved ROPS is then used by Los Angeles County to distribute property tax funds from the Redevelopment Property Tax Trust Fund ("RPTTF") to the Successor Agency in order to pay the approved obligations. The RPTTF deposits consist of the tax increment formerly allocated the Community Development Commission. Any RPTTF deposits in excess of the approved obligations are distributed to various taxing agencies, including the City.

Attached for approval is the annual ROPS covering the period of July 1, 2020 through June 30, 2021. The ROPS has been prepared using the format mandated by DOF. In addition to listing the enforceable obligations, the ROPS includes a summary, as well as a table detailing the available balances retained by the Successor Agency.

The obligations reported on this ROPS are consistent with prior periods and include bond debt service payments, professional services, property management, and administrative costs.



City of Santa Fe Springs

Successor Agency Meeting

January 9, 2020

Estimated obligations to be funded with distributions from the RPTTF and reserves during fiscal year 2020-21 are summarized as follows:

Bonded Debt Payments (20-21A)*	\$9,485,238
Bonded Debt Payments (20-21B)	6,674,313
Administrative Cost Allowance	283,749
Property Management Costs	13,500
Professional Fees	11,000
Total	<u>\$16,467,800</u>

* The September 2020 bond payments (\$9,485,238) include \$6,280,000 which was received by the City on January 2, 2020 because it was previously approved on the ROPS for 19-20. However, the amount is required to be included on the ROPS to reflect the distribution which will be made from fiscal agent accounts in September 2020 (ROPS 20-21A period). This amount will not be included in the RPTTF distribution to be received in June 2020.

The ROPS must be submitted to the Department of Finance by February 1, 2020. The ROPS will be sent to the OB in January 2020.

FISCAL IMPACT

As detailed in the ROPS, the funding for listed obligations in the amount of \$16,467,800 will be from the RPTTF and reserves on hand.

For 
Raymond R. Cruz
City Manager

Attachments:

Resolution No. SA-2020-001

Exhibit A – ROPS for July 1, 2020 through June 30, 2021 (ROPS 20-21)

RESOLUTION NO. SA-2020-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE SPRINGS APPROVING THE SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR JULY 1, 2020 THROUGH JUNE 30, 2021 (ROPS 20-21)

THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Pursuant to its responsibility set forth in Section 34180(9) of the California Health and Safety Code, the City Council hereby approves the Successor Agency's Recognized Obligation Payment Schedule (ROPS), attached hereto as Exhibit "A", as described in Sections 34171 and 34177 of the aforesaid Code, for the period July 1, 2020 through June 30, 2021.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 9th day of January, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Trujillo, Major

ATTEST:

Janet Martinez, CMC, City Clerk

Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

Successor Agency: Santa Fe Springs

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	20-21A Total (July - December)	20-21B Total (January - June)	ROPS 20-21 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 6,280,000	\$ -	\$ 6,280,000
B Bond Proceeds	-	-	-
C Reserve Balance	6,280,000	-	6,280,000
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,356,862	\$ 6,830,938	\$ 10,187,800
F RPTTF	3,214,988	6,689,063	9,904,051
G Administrative RPTTF	141,874	141,875	283,749
H Current Period Enforceable Obligations (A+E)	\$ 9,636,862	\$ 6,830,938	\$ 16,467,800

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Santa Fe Springs
Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail
July 1, 2020 through June 30, 2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)						ROPS 20-21B (Jan - Jun)						20-21B Total
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	20-21A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
5	2006 Tax Allocation Bonds Series A	Bonds Issued 12/31/10	12/07/2006	09/01/2028	US Bank	Redevelopment Activities	Consolidated	\$68,075,596		\$16,467,800	-	\$6,280,000	\$-	\$3,214,988	\$141,874	\$9,636,862	-	-	-	\$-	\$6,689,063	\$141,875	\$6,830,938
16	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Arnold D Horodas	Called registered principal - CUSIP 802188EG3	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
17	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Arnold D Horodas	Called registered principal - CUSIP 802188EH1	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
18	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Moya E Monroe	Called registered principal - CUSIP 802188EE8	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
20	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2001	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
21	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	03/01/2002	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
22	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2001	06/30/2018	Arnold D Horodas	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
23	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2001	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)			ROPS 20-21B (Jan - Jun)			20-21A Total			20-21B Total		
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Unclaimed Funds																					
24	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	03/01/2002	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	-	\$-	-	-	-	-	\$-
25	1992 Redevelopment Refunded Bonds - Unclaimed Funds	Miscellaneous	09/01/2002	06/30/2018	Moya E Monroe	Registered interest	Consolidated	-	N	\$-	-	-	-	-	-	-	\$-	-	-	-	-	\$-
26	Proportional Share of Unfunded Liabilities	Unfunded Liabilities	02/10/2011	06/30/2042	City of SFS	Obligation to Share in Payment of Unfunded Liabilities	Combined	-	N	\$-	-	-	-	-	-	-	\$-	-	-	-	-	\$-
45	Weed Abatement	Property Maintenance	07/01/2018	06/30/2019	Mayfield Enterprises	Weed Abatement Service	Consolidated	3,500	N	\$3,500	-	-	-	1,750	-	-	\$1,750	-	-	1,750	-	\$1,750
58	Administrative Expenses	Admin Costs	07/01/2018	06/30/2019	City of SFS	Successor Agency Administration	Consolidated	283,749	N	\$283,749	-	-	-	-	141,874	\$141,874	-	-	-	-	141,875	\$141,875
59	Fiscal Agent Fees	Professional Services	07/01/2018	06/30/2019	US Bank	Fiscal Agent Fees	Consolidated	6,000	N	\$6,000	-	-	-	3,000	-	\$3,000	-	-	-	3,000	-	\$3,000
66	Property Disposition Agreement	Property Dispositions	07/08/2008	06/30/2017	McGranahan Carlson & Company	Agreement for disposition of sales proceeds	Consolidated	2,102,185	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
67	2016 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	07/28/2016	09/01/2024	US Bank	Refund prior bonds for savings	Consolidated	10,113,494	N	\$4,278,734	-	1,392,500	-	1,483,181	-	\$2,875,681	-	-	-	1,403,053	-	\$1,403,053
68	Continuing Disclosure	Professional Services	10/05/2016	06/30/2029	Urban Futures Inc.	Continuing Disclosure Services - Bonds	Consolidated	35,000	N	\$5,000	-	-	-	-	-	\$-	-	-	-	5,000	-	\$5,000
69	Arbitrage Rebate Calculations	Professional Services	07/01/2016	06/30/2029	BLX Group	Arbitrage Rebate Calculations	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
70	Advance from General Fund	City/County Loan (Prior 06/28/11), Cash exchange	09/23/2010	06/30/2021	City of Santa Fe Springs	Advance from City General Fund	Consolidated	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
71	Water	Property	07/01/2019	06/30/2019	City of Santa	Water costs for	Consolidated	10,000	N	\$10,000	-	-	-	5,000	-	\$5,000	-	-	-	5,000	-	\$5,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)				ROPS 20-21B (Jan - Jun)				Fund Sources			20-21B Total
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
72	2017 Tax Allocation Refunding Bonds	Maintenance Bonds Issued After 12/31/10	2018 12/21/ 2017	09/01/2022	Fe Springs US Bank	vacant land Refund prior bonds for savings	Consolidated	10,201,668	N	\$5,050,817	-	1,612,500	-	1,722,057	-	- \$3,334,557	-	-	-	1,716,260	-	- \$1,716,260

Santa Fe Springs
Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances
July 1, 2017 through June 30, 2018
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.									
A	B	C	D	E	F	G	H	Comments	
ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)									
Fund Sources									
Bond Proceeds		Reserve Balance		Other Funds		RPTTF			
Bonds issued on or before 12/31/10		Bonds issued on or after 01/01/11		Prior ROPS RPTTF and Reserve Balances retained for future period(s)		Rent, grants, interest, etc.		Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount.	16,853,846	-	5,006,350	2,748	-			
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller	114,770			82	14,051,779			
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)	9,130,455		5,005,750		10,681,792			
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	7,838,161				3,369,987	Reserve 9/1 DS 2017 Bond on ROPS 18-19A		
5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC		No entry required						
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$600	\$2,830	\$-			

Santa Fe Springs
Recognized Obligation Payment Schedule (ROPS 20-21) - Notes
July 1, 2020 through June 30, 2021

Item #	Notes/Comments
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NEW BUSINESS

Adopt Resolution SA-2020-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2020 through June 30, 2021

RECOMMENDATION

- Adopt Resolution No. SA-2020-002.

BACKGROUND

Health and Safety Code ("HSC") Section 34177 requires the Successor Agency to prepare an Administrative Budget that covers the administrative costs to comply with the Dissolution Bills. It is important to point out that the Administrative Budget that is presented here is also included in the Recognized Obligation payment Scheduled ("ROPS") 20-21 (July 2020 – June 2021). However, the Administrative Budget itemizes the administrative costs whereas the ROPS identifies it as a single line item. As with the ROPS, the Department of Finance ("DOF") requires the Successor Agency to prepare an Administrative Budget every year, whereas previously it was every six months. The proposed Resolution sets forth the Successor Agency's Administrative Budget for the period July 1, 2020 through June 30, 2021.

The proposed Administrative Budget (attached) consists of the Successor Agency's personnel and non-personnel city support service costs anticipated for Fiscal Year 2020-21. The Successor Agency personnel for which salaries and benefits are listed include the City Manager, Director of Finance & Administrative Services, Director of Planning, Finance Manager, Accountant, and City/Successor Agency Clerk, all of whom will spend a significant amount of their time working on Successor Agency matters. Non-personnel costs include Successor Agency legal counsel, auditing and other professional services, and travel meeting costs.

Under HSC Section 34171(b), the annual administrative cost allowance is the greater of 3% of property taxes allocated to the Successor Agency in the prior year or \$250,000. The amount claimed on the ROPS 20-21 is based on the property tax allocation method.

The legislation requires that the Administrative Budget be approved by both the Successor Agency and the Oversight Board before any distributions from the County's property tax trust fund are made to the Successor Agency. The distributions of property tax trust funds by Los Angeles County for this period are scheduled for June 1, 2020 and January 2, 2021.



City of Santa Fe Springs

Successor Agency

January 9, 2020

FISAL IMPACT

The administrative budget of \$283,749 will be funded with a distribution from the redevelopment Property Tax Trust Fund ("RPTTF").

A handwritten signature in blue ink, appearing to be "R. Cruz".

For

Raymond R. Cruz
City Manager

Attachment(s)

Resolution No. SA-2020-002

Exhibit A – Successor Agency Administrative Budget for July 1, 2020 – June 30, 2021

RESOLUTION NO. SA-2020-002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ACTING AS SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION/REDEVELOPMENT AGENCY OF THE CITY OF SANTA FE
SPRINGS APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE
BUDGET FOR THE FISCAL PERIOD OF JULY 1, 2020 TO JUNE 30, 2021
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)**

**THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY HEREBY
RESOLVES AS FOLLOWS:**

SECTION 1. The City Council hereby approves the Successor Agency's Administrative Budget, attached hereto as Exhibit "A", as described in Section 34171 of the California Health and Safety Code, for the fiscal period of July 1, 2020 to June 30, 2021.

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

SECTION 4. The Successor Agency's officials and staff are hereby authorized and directed to transmit this Resolution and take all other necessary and appropriate actions as required by law in order to effectuate its purposes.

APPROVED and ADOPTED this 9th day of January, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

APPROVED:
ITEM NO.:

EXHIBIT A
Resolution SA-2020-002
January 9, 2020

CITY OF SANTA FE SPRINGS
Successor Agency to the Santa Fe Springs Community Development Commission
Administrative Budget
Fiscal Period July 1, 2020 – June 30, 2021

Description	Jul 2020 – Jun 2021
Salaries	\$ 67,700
Applied Benefits	<u>106,000</u>
Total Personnel Costs	173,700
 City Support Services (Overhead)	 87,000
Professional Services	1,700
Independent Audit Services	13,000
Oversight Board Legal Services	5,000
Oversight Board Insurance Coverage	2,000
Travel/meetings/training	<u>1,349</u>
Total Non-Personnel Costs	110,049
 Total Budget	 <u>\$ 283,749</u>



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6A

January 9, 2020

CONSENT AGENDA

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

RECOMMENDATION

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

BACKGROUND

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

For 
Raymond R. Cruz
City Manager

Attachments:
None



CONSENT CALENDAR - ORDINANCE FOR ADOPTION

Second Reading of Ordinance No. 1109 – An ordinance of the City of Santa Fe Springs amending the City Code and adopt by reference, the 2020 Edition of the Los Angeles County Building code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) excluding county amendments to CALGreen Code, and Existing Building Codes (Title 33), except as to the establishment of fees. (City of Santa Fe Springs)

RECOMMENDATION:

- Adopt Ordinance No. 1109.

BACKGROUND

Ordinance No. 1109 was introduced and passed its first reading at the December 12, 2019 City Council Meeting. Below is the substance of the agenda report for the proposed ordinance as it appeared at said meeting.

The California Health and Safety Code requires that local jurisdictions maintain and update the codes which govern construction within the State. This means that local jurisdictions must adopt ordinances to impose the same building standards as are contained in the California Building Standards Code, with the exception that they may establish building standards that are more restrictive and that are reasonably necessary due to one of the following three conditions: local climatic, geological, and/or topographical conditions.

The State recently adopted the 2019 Edition of the California Building Standards Code (hereinafter referred to as "State Code"), which includes the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Green Building Codes, etc. Subsequently, to meet the California Health and Safety Code requirements, the County of Los Angeles recently adopted (by reference) the 2019 State Code. The County did, however, adopt several amendments found to be reasonably necessary due to local topographical, geological, and/or climatic conditions. Attachment "A" of Ordinance No. 1109 provides a summary chart of the amendments to the State Code, as well as applicable findings and explanations for each amendment.

The primary source for the County amendments to the State Code has been the Los Angeles Basin Chapter of the International Code Council, which represents 88 Cities and the County of Los Angeles. The Los Angeles Basin Chapter took the lead in reviewing the 2019 California Building, Residential, and Green Building Standards Codes and previous amendments that were developed by the Los Angeles Regional Uniform Code Program in 2016 to determine which amendments are essential for our region based on our specific needs. This effort ensures conformity and

consistency among all local jurisdictions that will help designers, developers, and the public at large in having one set of local amendments.

PROPOSED CHANGES

At this time, in order for the City of Santa Fe Springs to be in compliance with State Law and provide the most current review services for building construction, it is recommended that the City Council adopt Ordinance No. 1109, and amend the current City Code and adopt by reference, the 2020 Edition of Los Angeles County Code Title 26 (Building), Title 27 (Electrical), Title 28 (Plumbing), Title 29 (Mechanical), Title 30 (Residential), Title 31 (Green Building Standards), and Title 33 (Existing Building Codes) along with several amendments found by the County to be necessary due to local climatic, geological, and/or topographical conditions.

To affectively adopt the 2020 Edition of Los Angeles County Code by reference, the City must amend subsection (A) of Section 150.001 of the Municipal Code to read as follows:

(A) There are hereby adopted, as the building laws of the city, by reference the following:

- 1) The 2017 **2020** Edition of the Los Angeles County Building Code, as set forth in Los Angeles County Code, Title 26, excluding Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) and except as to the establishment of fees.
- 2) The 2017 **2020** Edition of the Los Angeles County Electrical Code, as set forth in the Los Angeles County Code, Title 27, except as to the establishment of fees.
- 3) The 2017 **2020** Edition of the Los Angeles County Plumbing Code, as set forth in the Los Angeles County Code, Title 28, except as to the establishment of fees.
- 4) The 2017 **2020** Edition of the Los Angeles County Mechanical Code, as set forth in the Los Angeles County Code, Title 29, except as to the establishment of fees.
- 5) The 2017 **2020** Edition of the Los Angeles County Residential Code, as set forth in the Los Angeles County Code, Title 30, except as to the establishment of fees.
- 6) The 2017 **2020** Edition of the Los Angeles County Green Building Standard Code, as set forth in the Los Angeles County Code, Title 31, excluding the 2017 County of Los Angeles amendments to **CALGreen Code**, and **except** as to the establishment of fees.

- 7) The 2017 **2020** Edition of the Los Angeles County Existing Building Codes, as set forth in the Los Angeles County Code, Title 33, except as to the establishment of fees.

Similar to past adoption, staff continues to recommend that the County amendments to Chapter 94 (repair welded steel moment frame buildings), Chapter 95 (earthquake hazard reduction for existing concrete tilt-up buildings), and Chapter 96 (earthquake hazard reduction for existing unreinforced masonry bearing wall buildings) be excluded. If adopted, said amendments would institute mandatory repair and retrofit programs as contained in Title 26 of the Los Angeles County Code. These programs would require repair or retrofit of both existing city and privately-owned buildings. Additionally, staff is also recommending that the County amendments to the CALGreen Code, which enacted more stringent “mandatory” requirements than those required by the State, be excluded.

As mentioned previously, a summary chart of all amendments to the State Code, as well as applicable findings and explanations for each amendment is provided in Attachment “A” – Summary of Changes. Since the changes merit individual attention, it should be noted that the summary is not designed to be an in-depth study of the changes, rather to direct the reader to the areas of change.

LEGAL NOTICE OF PUBLIC HEARING

Legal notice of the Public Hearing for the proposed Ordinance was published in a newspaper of general circulation (Whittier Daily News) on November 28, 2019. The legal notice was also posted in Santa Fe Springs City Hall, the City Library, and Town Center on November 28, 2019, as required by the State Zoning and Development Laws and by the City’s Municipal Code.

LEGAL REVIEW

The City Attorney’s Office has reviewed the proposed ordinance (Ordinance No. 1109) amending Subsection (A) of Section 150.001 of the City’s Municipal Code.

ENVIRONMENTAL DOCUMENTS

An amendment to the City’s Code to adopt the 2020 Edition of Los Angeles County Code Title 26 (Building), Title 27 (Electrical), Title 28 (Plumbing), Title 29 (Mechanical), Title 30 (Residential), Title 31 (Green Building Standards), and Title 33 (Existing Building Codes), to comply with the California Health and Safety Code requirements is considered to be a statutorily exempt project by the State Legislature, pursuant to the Public Resource Code Section 21080(b)(15).

Consequently, the project is not subject to any CEQA procedures or policies and, therefore, no other environmental documents are required by law.

IMPACTS

The benefit of adopting the 2020 Edition of the Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes is that it will provide building inspectors/officials and plan examiners with further clarification of the intent and the applicability of the California Building Code when presented with a variety of construction issues. Additionally, the proposed amendment by Los Angeles County helps minimize differences in Code language and interpretation within the region, thereby assisting the local construction industry by unifying and streamlining the permitting process.

Although some training is required to ensure that building inspectors/officials and plan examiners are familiar with the changes, the cost to provide the necessary code updates and related training is already pre-funded through existing construction-related plan review and permit revenues. There are no proposed changes to the current fees charged for obtaining permits or inspections relating to the proposed Code changes.

Potential increase in construction cost, however, may occur for new construction and for major rehabilitation of buildings relative to the proposed code changes. Those potential cost increases, however, would be offset by the savings realized through efficiency improvements and through mitigating property damage and loss.


for Raymond R. Cruz
City Manager

Attachments:

1. Proposed Ordinance No. 1109
2. Attachment "A" - Summary of Changes

CITY OF SANTA FE SPRINGS**ORDINANCE NO. 1109**

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING THE CITY CODE AND ADOPT BY REFERENCE, THE 2020 EDITION OF THE LOS ANGELES COUNTY BUILDING CODE (TITLE 26), ELECTRICAL CODE (TITLE 27), PLUMBING CODE (TITLE 28), MECHANICAL CODE (TITLE 29), RESIDENTIAL CODE (TITLE 30), GREEN BUILDING STANDARDS CODE (TITLE 31), AND EXISTING BUILDING CODES (TITLE 33), EXCEPT AS TO THE ESTABLISHMENT OF FEES.

WHEREAS, the City of Santa Fe Springs utilizes the Los Angeles County Codes as the building laws of the City of Santa Fe Springs, except as they relate to establishing fees; and

WHEREAS, the County of Los Angeles has amended Title 26, Title 27, Title 28, Title 29, Title 30, Title 31, and Title 33 of the Los Angeles County Code by adoption of the California Building Code (2019 Edition), the California Electrical Code (2019 Edition), the California Plumbing Code (2019 Edition), the California Mechanical Code (2019 Edition), the California Residential Code (2019 Edition), California Green Standards Code (2019 Edition), California Existing Building Codes (2019 Edition) and

WHEREAS, in addition to excluding the establishment of fees and the exclusion of County Amendments to CALGreen Code, the City will continue to exclude Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) from the County Building Code amendments; and

WHEREAS, The City Council of the City of Santa Fe Springs desires to adopt by reference the County of Los Angeles Building, Electrical, Plumbing, Mechanical, Residential, Green Standards and the Existing Building Codes, which Los Angeles County adopted by reference to the California Building Code (2019 Edition), the California Electrical Code (2019 Edition), the California Plumbing Code (2019 Edition), the California Mechanical Code (2019 Edition), the California Residential Code (2019 Edition), California Green Standards Code (2019 Edition), California Existing Building Codes (2019 Edition), and amended based on findings that the amendments are reasonably necessary; and

WHEREAS, the City Council of the City of Santa Fe Springs finds that proposed changes and modifications, made by the County of Los Angeles, to the building standards contained in the 2019 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Code, and Existing Building Codes are reasonably necessary due to local climatic, geological, and/or topographical

conditions. A summary chart of all amendments to the State Code, as well as applicable findings and explanations for each amendment is provided in Attachment "A" – Summary of Changes; and

WHEREAS, California Health and Safety Code Sections 17958 et seq., and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by expressed findings that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City held a public hearing on December 12, 2019 (first reading) and January 9, 2020 (second reading), at which time all interested persons were provided the opportunity to appear and be heard on the matter of adopting the 2020 Edition of the Los Angeles County Code, Title 26, 27, 28, 29, 30, 31 and 33, as amended herein; and

WHEREAS, an amendment to the City's Code to adopt the 2020 Edition of Los Angeles County Code Title 26 (Building), Title 27 (Electrical), Title 28 (Plumbing), Title 29 (Mechanical), Title 30 (Residential), Title 31 (Green Building Standards), excluding the County Amendments, and Title 33 (Existing Building Codes), is considered to be a statutorily exempt project by the State Legislature, pursuant to the Public Resource Code Section 21080(b)(15); and

WHEREAS, In the event of any conflict between any provision of this Ordinance and any other provision in the City Code, this Ordinance shall prevail.

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

SECTION 1. Subsection (A) of Section 150.001 Building Laws Adopted of the City is revised to read as follows:

- (A) There are hereby adopted, as the building laws of the city, by reference the following:
- 1) The 2020 Edition of the Los Angeles County Building Code, as set forth in Los Angeles County Code, Title 26, excluding Chapter 94 (Repair Welded Steel Moment Frame Buildings), Chapter 95 (Earthquake Hazard Reduction for Existing Concrete Tilt-Up Buildings), and Chapter 96 (Earthquake Hazard Reduction for Existing Unreinforced Masonry Bearing Wall Buildings) and except as to the establishment of fees.
 - 2) The 2020 Edition of the Los Angeles County Electrical Code, as set forth in the Los Angeles County Code, Title 27, except as to the establishment of fees.

- 3) The 2020 Edition of the Los Angeles County Plumbing Code, as set forth in the Los Angeles County Code, Title 28, except as to the establishment of fees.
- 4) The 2020 Edition of the Los Angeles County Mechanical Code, as set forth in the Los Angeles County Code, Title 29, except as to the establishment of fees.
- 5) The 2020 Edition of the Los Angeles County Residential Code, as set forth in the Los Angeles County Code, Title 30, except as to the establishment of fees.
- 6) The 2020 Edition of the Los Angeles County Green Building Standard Code, as set forth in the Los Angeles County Code, Title 31, excluding County of Los Angeles amendments to CALGreen Code and as to the establishment of fees.
- 7) The 2020 Edition of the Los Angeles County Existing Building Codes, as set forth in the Los Angeles County Code, Title 33, except as to the establishment of fees.

SECTION 2. With respect to the codes adopted by reference herein, the City Council hereby makes the express finding that the modifications and changes contained therein are needed, pursuant to the provisions of Section 17958 and 18941.5 of the Health and Safety Code of the State of California. The City Clerk is directed to transmit a copy of this ordinance to the Department of Housing and Community Development of the State of California.

PASSED AND ADOPTED this 9th day of January, 2019, by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Juanita Trujillo
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

ATTACHMENT A

Summary of Changes

TITLE 26, BUILDING CODE, 2020 EDITION
 TITLE 27, ELECTRICAL CODE, 2020 EDITION
 TITLE 28, PLUMBING CODE, 2020 EDITION
 TITLE 29, MECHANICAL CODE, 2020 EDITION
 TITLE 30, RESIDENTIAL CODE, 2020 EDITION
 TITLE 31, GREEN BUILDING STANDARDS CODE, 2020 EDITION
 TITLE 33, EXISTING BUILDING CODES, 2020 EDITION

The 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes will be comprised of the 2019 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, respectively, and the Los Angeles County amendments made necessary by local conditions (topographical, geological, and/or climatic) within the County, except as to the establishment of fees.

The primary source for the County amendments to this code has been the Los Angeles Basin Chapter of the International Code Council, which represents 88 Cities and the County of Los Angeles. The Los Angeles Basin Chapter took the lead in reviewing the 2019 California Building, Residential, and Green Building Standards Codes and previous amendments that were developed by the Los Angeles Regional Uniform Code Program in 2016 to determine which amendments are essential for our region based on our specific needs. This effort ensures conformity and consistency among all local jurisdictions that will help designers, developers, and the public at large in having one set of local amendments.

In adopting the ordinances and regulations pursuant to Sections 17958 and 18941.5 of the Health and Safety Code, the County of Los Angeles and/or the City of Santa Fe Springs is authorized to make changes and modifications to the requirements contained in the provisions published in the California Building Standards Code after making an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. Following is a summary of the general and specific substantial evidence of our local findings in support of the proposed amendments.

TOPOGRAPHICAL CONDITIONS:

Topography is defined as the physical features of the land, especially its landform measured in relief and contour. The entire County of Los Angeles, which includes the City of Santa Fe Springs, contains coastal regions, deserts and steep hillside terrain. The majority of the 4,011 square miles of County area drains to the Pacific Ocean through a series of incised valleys with steep canyon walls and flat alluvial

plains. These canyons are subject to severe cycles of wildfires and flash flood, landslide, and potential liquefaction.

Ground conditions such as the movement of surface and subsurface water, weathering, wind and seismic activity are the geologic systems constantly operating on and within the earth. Individually, these processes are significant and are often interrelated. Hence, topography may be the result of a composite of processes. The intensity and importance of these many geologic processes in any specific area is dependent upon several factors: geographic location, climate, elevation, earth materials and composition, and time. Varying combinations of these factors can create totally different topography.

GEOLOGICAL CONDITIONS:

The entire County of Los Angeles, which includes the City of Santa Fe Springs, is interlaced with numerous earthquake faults, including the San Andreas Fault, which runs through, adjacent to and beneath the entire region. Categorized as Seismic Design Categories D, E and F, Los Angeles County is considered to be one of the most seismically active areas in the world. Seismic experts predict a massive earthquake on one of these faults within the next 25 years and several earthquakes similar in intensity to the 1994 Northridge Earthquake. Intense ground-shaking resulting from these potential earthquakes could significantly damage buildings, roadways, and utilities. In addition, landslides could be triggered in populated hillside areas, endangering lives and property. Because of local high groundwater combined with certain soil conditions, liquefaction is also a potential hazard in heavily urbanized areas. This dangerous combination can turn normally stable soils to quicksand during a moderate to major earthquake. Recently released maps by the California Geological Survey depict numerous areas within this region with a potential for liquefaction and earthquake-induced landslides.

It is known that future earthquakes will pose unusual and extraordinary stresses on buildings and structures requiring more stringent building regulations than would otherwise be required. Past seismic events have resulted in broken water lines making fire fighting more difficult, and broken gas lines and electric lines making it more likely that high risk fires will break out.

Although the Northridge Earthquake was considered a moderate size earthquake, it caused tremendous damage to buildings and structures, including minor damage to more than 115,000 buildings, moderate to major damage to more than 3,000 buildings, and the vacating of about 21,000 residential units including 2,000 homes.

In order to reduce the loss of life, limb, and property, the County requires that building designs and construction materials and techniques be commensurate with the expected level of ground shaking in a major earthquake. These requirements are based on site-specific soils and geologic conditions, as well as on the level of

risk associated with potential damage to the buildings. Once environmental protection policies are met, design and construction techniques are regulated according to the most recent State of California Building, Electrical, Plumbing, Mechanical and Residential Codes, in addition to the increased requirements as deemed necessary by local jurisdictions to reduce geologic and seismic risks to acceptable levels.

CLIMATIC CONDITIONS:

Climatic events in Los Angeles County, which includes the City of Santa Fe Springs, continue to have a short and long-term impact on building requirements. For example, damage and injuries related to El Nino type storms, drought and fires have driven changes to the building codes. These changes were based on lessons learned from these events and were developed to lessen the impact of the next climatic event.

The topography of Los Angeles County is diverse. It encompasses the islands of Santa Catalina, 35 miles offshore in the Pacific Ocean, the broad expanses of the Los Angeles basin and the San Fernando Valley, the Santa Monica Mountains that reach over 3,000 feet, the San Gabriel Mountains that exceed 10,000 feet, and the dry and sparsely populated Antelope Valley of the Mojave Desert.

Los Angeles County's climate is greatly affected by topography. Like the terrain, the climate of Los Angeles County is one of extremes. The complex coastal topography and mountainous regions, for example, can induce heavy precipitation. The mountain and foothill areas create special weather conditions. Moist air masses move inland from the Pacific and are cooled as they meet and rise over the mountains. This cooling produces heavy rainfalls on the windward slopes, known as the orographic effect.

Some of the heaviest 24-hour precipitation totals ever reported in the entire state of California were recorded in these local mountains. Over 26 inches of rain fell in just 24 hours in the San Gabriel Mountains in 1943. In fact, in 1998, the U.S. Department of Commerce estimated that the maximum probable 24-hour precipitation is over 48 inches for the mountain ranges of Los Angeles County. This type of precipitation makes floods more likely.

The entire County of Los Angeles, including the City of Santa Fe Springs, has a distinct wet season. Floods are more frequent during this season. When a very wet winter follows several dry ones, severe flooding can occur. This creates severe hazards from mud and debris flows. Documented debris avalanches have occurred in Los Angeles County during at least 9 rainy seasons since 1915.

Wind is another complex climatic condition affecting Los Angeles County. Wind is a major factor affecting the size of wildfires. Specifically, the Santa Ana Winds occurring in late summer and early fall, compress air through mountain gaps into the Los Angeles Basin, warming the area by five degrees Fahrenheit for every

1,000 feet that it descends. These winds become hot and dry and reach gale force when descending into the basin. These winds in conjunction with topography create areas within Los Angeles County such as Malibu that have the highest levels of fire activity in the entire country.

Finally, lack of precipitation is another climatic condition found in Los Angeles County. Drought conditions from 1975 through 1977 caused agricultural damage and proliferated wildfires and landslides and thereby ushered in the era of low-flow water fixtures and natural landscaping as mandated in the County's building code.

CONCLUSION:

The diverse geology, topography, and climate conditions found in the County of Los Angeles, which includes the City of Santa Fe Springs, present a severe potential for geotechnical, geologic, flood and fire hazards to name a few. These features require the County of Los Angeles and/or City of Santa Fe Springs to adopt more stringent and specific standards than are included in the State Code to address the potential risks in the built environment.

The proposed County amendments to the State Code are based on specific findings and determinations (see table below):

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.

Code Section	Condition	Explanation of Amendment
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.3	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1030.4	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.

Code Section	Condition	Explanation of Amendment
1507.3.1	Geological	Section amended to require concrete and clay tiles to be installed over solid structural sheathing boards only, due to the increased risk of significant earthquakes in the County. The changes in Section 1507.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. The Structural Engineers Association of Southern California ("SEAOSC") and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately or the nails were not attached on each side of each tile or the nail just pulled out over a period of time because the shank of the nails were smooth. Therefore, the amendment is needed to minimize such occurrences in the event of future significant earthquakes.
Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.7 and 1613.7.1	Geological	The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospital, school, police, and fire station, etc., from adjoining structures. The deletion of the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.7.2	Geological	Damage to one- and two-family dwellings of light frame construction resulting from the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of

Code Section	Condition	Explanation of Amendment
		<p>occupancy and construction. In an effort to improve quality of construction and incorporate lessons learned from studies after the Northridge Earthquake, the modification to ASCE 7, Section 12.2.3.1, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
1613.7.3	Geological	<p>The SEAOSC and Los Angeles City Joint Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was determined that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, subdiaphragm shears need to be limited to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force, but also taking into consideration the improved performance and standards for diaphragm construction today, a proposal to increase the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75 percent of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf is deemed appropriate and acceptable. The Los Angeles region is within a very active geological location. Due to the frequency of this type of failure during previous significant earthquakes, various jurisdictions within this region have taken these additional steps to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This amendment is a continuation of an amendment adopted during a previous code adoption cycles.</p>
1613.7.4	Geological	<p>This change is to implement the provisions in ASCE 7-16. This provision allows for a limited</p>

Code Section	Condition	Explanation of Amendment
		<p>value to be used in the seismic design of a building when certain criteria are met. The current provision does not clearly state the criteria and has created misapplications of this section. It is necessary to adopt this provision now to avoid further misinterpretation of the intent of the 5 story limit, and how the height of the building is measured. The Los Angeles region is within a very active geological location. When applying the story height limit, mezzanines need to be considered as floor levels due to the added mass, overturning forces, and the variation in shear wall stiffnesses that are created. ASCE 7-16 provisions need to be incorporated into the Code to ensure that new buildings and additions to existing buildings are designed and constructed in accordance with the purpose and intent of the Building Code.</p>
1613.8	Geological Topographical	<p>Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the Los Angeles region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.</p>
1704.6	Geological	<p>The language in Sections 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design</p>

Code Section	Condition	Explanation of Amendment
		<p>professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
1704.6.1	Geological	<p>With the higher seismic demand placed on buildings and structures in this region, the language in sections 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
1705.3	Geological	<p>Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the</p>

Code Section	Condition	Explanation of Amendment
1705.12	Geological	<p>County.</p> <p>In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.12, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.</p>
1807.1.4	Climatic Geological	<p>No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does</p>

Code Section	Condition	Explanation of Amendment
		not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher

Code Section	Condition	Explanation of Amendment
		<p>seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.</p>
1809.12	Climatic Geological	<p>No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.</p>
1810.3.2.4	Climatic	<p>No substantiating data has been provided to show</p>

Code Section	Condition	Explanation of Amendment
	Geological	that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1905.1.7	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.8 through 1905.1.11	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this

Code Section	Condition	Explanation of Amendment
		<p>amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2304.10.1 and Table 2304.10.1	Geological	<p>Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2304.12.5	Climatic Geological	<p>No substantiating data has been provided to show that wood used in retaining or crib walls is effective</p>

Code Section	Condition	Explanation of Amendment
		<p>in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.</p>
2305.4	Geological	<p>The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls</p>

Code Section	Condition	Explanation of Amendment
		<p>were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2305.5	Geological	<p>Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2	Geological	<p>The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The</p>

Code Section	Condition	Explanation of Amendment
		<p>allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the Los Angeles region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.</p>
2308.6.8.1	Geological	<p>With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this</p>

Code Section	Condition	Explanation of Amendment
		<p>amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
Table 2308.6.1	Geological	<p>This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</p>
2308.6.9	Geological	<p>Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation</p>

Code Section	Condition	Explanation of Amendment
		of a similar amendment adopted during previous code adoption cycles.
J101.1	Geological Topographical Climate	This Section is revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.
J101.10	Geological Topographical Climate	This Section is revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climate	Sections revised to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J104.2.1 – J104.4	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J105.1- J105.14	Geological Topographical Climate	Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J106.1	Geological Topographical Climate	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region.
J107.1- J107.7	Geological Topographical Climate	Sections revised to provide more stringent fill requirements for slope stability, and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J107.8 – J107.9	Geological Topographical Climate	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J108.1 –	Geological	Sections revised to provide more stringent slope

Code Section	Condition	Explanation of Amendment
J108.4	Topographical Climate	setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.1 – J109.3	Geological Topographical Climate	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J109.5	Geological Topographical Climate	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J110.1 - J110.8.5	Geological Topographical Climate	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.
J111	Geological Topographical Climate	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.

PLUMBING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.

Code Section	Condition	Explanation of Amendment
Sections 601.2 601.2.1.1 and 601.2.2	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.

Code Section	Condition	Explanation of Amendment
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section M 10.0	Geological Topographical Climatic	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

MECHANICAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.

MECHANICAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.3.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D ₀ , D ₁ , D ₂ , or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive

Code Section	Condition	Explanation of Amendment
		damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.4	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the 2019 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity

Code Section	Condition	Explanation of Amendment
		<p>due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.</p>
Table R302.1(2)	Climatic	<p>This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.</p>
R337.1.1	Climatic	<p>Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</p>
R337.1.3	Climatic	<p>Extends the application of Chapter R337 to include additions, alterations, and/or relocated</p>

Code Section	Condition	Explanation of Amendment
		buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.6	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or repairs to buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in

Code Section	Condition	Explanation of Amendment
R401.1	Geological	<p>Fire Hazard Severity Zones.</p> <p>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.</p>
R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	<p>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.</p>
R404.2	Climatic Geological	<p>No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a</p>

Code Section	Condition	Explanation of Amendment
		<p>seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.</p>
R501.1	Geological	<p>Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.</p>
R503.2.4 Figure R503.2.4	Geological	<p>Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings</p>

Code Section	Condition	Explanation of Amendment
		and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.
R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment

Code Section	Condition	Explanation of Amendment
		<p>specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.</p>
Table R602.10.3(3)	Geological	<p>Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.</p>
Table R602.10.4	Geological	<p>3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge</p>

Code Section	Condition	Explanation of Amendment
		Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure	Geological	3/8" thick 3 ply-plywood shear walls

Code Section	Condition	Explanation of Amendment
R602.10.6.2		experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.2 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D ₀ , D ₁ or D ₂ , or on townhouses in Seismic Design Category C.
R606.12.2.2. 3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the

Code Section	Condition	Explanation of Amendment
		Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls help to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.2.5.
R905.3.1	Geological	Due to the increased risk of significant earthquakes in Los Angeles County, this amendment requires concrete and clay tiles to be installed over solid structural sheathing boards only. The changes in Section R905.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. SEAOSC and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately, or the nails were not attached on each side of each tile, or the nail just pulled out over a period of time because the shank of the nails were smooth. This amendment is needed to minimize such occurrences in the event of future significant earthquakes.
R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of

Code Section	Condition	Explanation of Amendment
		fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
AS106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the use of strawbale walls for structural purposes for buildings or structures located in Seismic Design Category D ₀ , D ₁ , D ₂ , E or F. There is limited testing results available on the structural application of strawbale walls, particularly for seismic resistance. Since these provisions are specific to one- and two-family residential buildings, it is of the utmost importance that homes be resilient in the event of an earthquake and built using proven construction methods and materials. The remaining provisions allowing for the use of strawbale walls for nonstructural applications will still be permitted.

GREEN BUILDING STANDARDS CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
301.1, 301.1.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for all residential additions and alterations, and for residential buildings of seven stories or greater in height, will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.

Code Section	Condition	Explanation of Amendment
301.3, 301.3.3	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
4.106.4.1, 4.106.4.1.1, 4.106.4.2, 4.106.4.3, 4.106.4.3.1	Climatic	The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.
4.106.5	Climatic and Topographic	The County of Los Angeles is a densely populated area having residential buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
4.106.6, 4.106.6.1, 4.106.6.2, 4.106.6.3, Table 4.106.6(1) Table 4.106.6(2)	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for residential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.

Code Section	Condition	Explanation of Amendment
5.106.3	Climatic and Topographic	The County of Los Angeles is a densely populated area having buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
5.106.5.3.3	Climatic	The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.
5.106.11, 5.106.11.1, 5.106.11.2, 5.106.11.3, Table 5.106.11	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for nonresidential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
A5.601.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6C

January 9, 2020

CONSENT AGENDA

Second Reading of Ordinance No. 1111 – An Ordinance Revising Provisions of the Code of Santa Fe Springs Relating to City Commissions and Committees

RECOMMENDATION(S)

- Have second reading by title only and adopt Ordinance No. 1111 amending the Code of Santa Fe Springs to revise existing provisions and include new provisions relating to City commissions and committees.

BACKGROUND

Ordinance No. 1111 was introduced for first reading by title only at the December 12, 2019 City Council meeting. The attached ordinance includes the following changes voted on by the City Council at that meeting:

1. Clarifications to Section 5 of the Ordinance:

§ 32.31 – Clarification that the eligibility requirements set forth are the minimum requirements, and commissions and committees may have additional eligibility requirements.

§ 32.34 – Clarification that service terms shall begin in January.

§ 32.36 – Additional language that three consecutive absences shall be deemed a resignation, and clarification that the six-month period before re-application only pertains to that specific commission or committee.

2. Clarifications to Sections 7 and 8 of the Ordinance to specify that members of the Traffic Commission shall be residents of the City.

Below is the substance of the agenda report for the first reading of the Ordinance:

The City has a number of commissions and committees. Some of these commissions and committees have been codified in the Code of Santa Fe Springs, and others do not have a clear record of creation. The City Council has adopted a separate set of by-laws for each committee over the years, the last adoption occurring in June of 2017. Many of the provisions in the by-laws are the same for all committees, but some are different, and there are also some differences with the rules for commissions. This has caused confusion for staff as well as commissioners and committee members, and has resulted in inconsistency in the application of rules and inefficiency in the operation of these bodies.

Key City staff involved in the operation of commissions and committees have worked with the City Attorney to propose resolutions to address the issues faced by

Report Submitted By: Ivy M. Tsai
City Attorney

Date of Report: December 30, 2019

commissions and committees. The City Attorney has prepared the attached draft ordinance and resolution that contain the staff recommendations for improved operation of the commissions and committees, as well as related updates and clean-up changes to the Code of Santa Fe Springs.

If adopted, the draft ordinance would codify the following rules for all commissions and committees:

- **Creation:** The City Council may establish city commissions and committees by ordinance or resolution. Those commissions and committees will only have the powers and duties granted by the City Council.
- **Eligibility:** A person must be a resident or have an established business interest in the city in order to serve on a commission or committee. To serve on a youth-based commission or committee, a person must be a resident or attend school in the city. This ensures that those serving have ties to the city.
- **Appointments:** Beginning in 2021, appointments to commissions and committees shall be made in January. Currently, appointments are made in July. This change will take place after next year's elections to align appointment of commissioners and committee members with City Council terms.
- **Term:** The term of service for any individual appointed to a commission or committee shall be two years. Currently, there are varying terms of service. This change will create consistency and establish a good length of time for a person to serve on a commission or committee. There are no term limits, so any person could be reappointed by a Council member.
- **Limit:** The same individual may serve on no more than three commissions or committees, or any combination thereof, at any given time. Currently, there is no limit to the number of commissions or committees one person can be on at the same time. This limit would help to ensure broader public participation on commissions and committees.
- **Absences:** This seems to be an area of confusion for many, which has resulted in inconsistent application and lack of quorum issues. Currently, there are different standards depending on the commission or committee. If adopted, the ordinance would provide that if a person is absent from three meetings in a year, or two meetings in a year if the body meets quarterly as opposed to monthly, that person will be deemed to have resigned from the body. The person can reapply to be on a commission or committee after six months. This creates a consistent rule for everyone and removes the confusion of having excused versus unexcused absences, or consecutive versus nonconsecutive absences, or extended leave of absences. The policy behind this is that a member should be able to serve on his or her commission or committee, to ensure that quorum is met and the body has the full benefit of participation by its members. If the member cannot serve, for whatever reason, then another person may be given the opportunity to serve, and that member may reapply after six months has passed if she or he can commit to service.
- **Tardiness:** Any commissioner or committee member who is more than fifteen minutes late to a meeting will be marked absent. This rule would encourage members to be on time and remove confusion at meetings as to whether a person

is going to show up, whether quorum will be met, etc.

- Removal: Every individual appointed to a commission or a committee serves at the pleasure of the City Council and may be removed at any time by the City Council member who appointed that individual or by a 4/5 vote of the City Council. Where a City Council member leaves office before the expiration of his or her term, his or her successor to serve the remainder of the term may remove his or her appointed commissioners and committee members and may appoint other commissioners and committee members. This was not previously codified to apply to all commissions and committees.

If adopted, the draft resolution would establish the following for all committees:

- Repeal and replace the existing by-laws for the committees. This will consolidate all the rules relating to the committees into one resolution and reduce unnecessary duplication, as well as confusion over differences between various by-laws.
- Reaffirm and set forth the purpose, membership, and meeting schedule of the following committees: Parks and Recreation Advisory Committee, Senior Citizens Advisory Committee, and Youth Leadership Committee. The purpose, membership, and meeting schedules are carried over from the existing by-laws, with minor updates to reflect current practices. Meeting schedules have been simplified to state whether a committee meets monthly or quarterly, and that such meetings will take place "as business requires." This provides flexibility for a committee to "go dark" during periods where there is no business that warrants a meeting.
- Consolidate the following committees into a new Community Services Advisory Committee: Beautification, Historical, and Family and Human Services. The new advisory committee would have 20 members, meet quarterly, and would encompass the scope of all the consolidated committees. The idea behind this consolidation is to combine committees with limited purposes to provide a broader purpose for committee member engagement. The existing committees sometimes may not have enough business to warrant a meeting, limiting the participation of its members. In the past, combining the Community Program Committee, which had a very limited purpose, with the Parks and Recreation Committee was a positive change that resulted in a more robust committee. Members of the existing committees will be invited to apply for appointment to the Community Services Advisory Committee.
- Establish rules that will apply to all advisory committees (Section 3 of the attached draft resolution, beginning at the bottom of page 3). Many of these rules are carried over from the existing by-laws. New rules include the ability of City Council members to appoint emeritus members, and clarification on the creation of temporary subcommittees. These rules omit the language in the existing by-laws relating to the appointment of a Council liaison to committees.

Additionally, the draft ordinance changes the title of Chapter 32 of the Code of Santa Fe Springs from "Commissions and Authorities" to "Commissions and Committees." It also amends the code sections relating to the Planning Commission and the Advisory Traffic Commission to be consistent with the new provisions for commissions and committees and updates existing language to reflect the current practice of direct

appointments by the City Council. Lastly, the ordinance removes outdated language in the Code relating to an Industrial Development Authority and an Oil Field Advisory Committee, which are no longer active.


For Raymond R. Cruz
City Manager

Attachments:

1. ORDINANCE NO. 1111

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 32 (COMMISSIONS AND AUTHORITIES) OF TITLE III, SECTION 38.45 OF CHAPTER 38 OF TITLE III, CHAPTER 70 OF TITLE VII, AND CHAPTER 117 OF TITLE XI OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES

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

SECTION 1. Chapter 32 (Commissions and Authorities) of Title III of the Code of Santa Fe Springs is renamed "Commissions and Committees."

SECTION 2. Section 32.02 (Composition; Appointment; Terms; Vacancies) of Chapter 32 of Title III of the Code of Santa Fe Springs is deleted in its entirety and replaced with following:

The Planning Commission shall consist of five members who shall be qualified electors of the city. Each member of the City Council shall appoint one person to the Planning Commission.

SECTION 3. Section 32.05 (Termination of Membership for Absence from Meetings; Absence for Cause Defined) of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby repealed.

SECTION 4. Sections 32.30 and 32.31 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to the Industrial Development Authority are hereby repealed.

SECTION 5. Sections 32.30 through 32.39 are hereby added to Chapter 32 of Title III of the Code of Santa Fe Springs to read as follows:

RULES GOVERNING ALL COMMISSIONS AND COMMITTEES

§ 32.30 CREATION.

The City Council may establish city commissions and committees in accordance with applicable law and by ordinance or resolution. The powers and duties of commissions and committees are limited to those granted by the City Council.

§ 32.31 ELIGIBILITY.

Except as otherwise provided in this code, in order to serve on a commission or committee, an individual must be a resident or have an established business interest in the city. In order to serve on a youth-based commission or committee, an individual must be a resident or attend school in

the city. These are minimum eligibility requirements, and certain commissions and committees may have additional eligibility requirements.

§ 32.32 APPLICATIONS.

Application forms for appointment to a commission or committee shall be made available in the City Clerk's Office. A completed application form submitted to the City Clerk is a minimum requirement to be considered for appointment. Applications shall be valid for six months.

§ 32.33 APPOINTMENTS.

Beginning in 2021, appointments to commissions and committees shall be made in January.

§ 32.34 TERM.

The term of service for any individual appointed to a commission or committee shall be two years beginning in January. Any individual appointed to fill an unexpired term shall serve for the unexpired portion of that term. All commission and committee members shall continue in office until their successors are appointed.

§ 32.35 LIMIT.

The same individual may serve on no more than three commissions or committees, or any combination thereof, at any given time.

§ 32.36 ABSENCES.

If an individual appointed to a commission or committee that meets on a monthly basis is absent from three meetings within a calendar year, or absent from three consecutive meetings, that individual shall be deemed to have resigned from the commission or committee. If an individual appointed to a commission or committee that meets on a quarterly basis is absent from two meetings within a year, that individual shall be deemed to have resigned from the commission or committee. An individual who has been deemed to have resigned from a commission or committee due to such absences will be eligible to re-apply to serve on that commission or committee no earlier than six months after such resignation.

§ 32.37 TARDINESS.

Any individual appointed to a commission or a committee who is more than fifteen minutes late to a meeting will be treated as absent from that meeting.

§ 32.38 REMOVAL.

Every individual appointed to a commission or a committee serves at the pleasure of the City Council and may be removed at any time by the City Council member who appointed that individual or by a 4/5 vote of the City Council. Where a City Council member leaves office before the expiration of his or her term, his or her successor to serve the remainder of the term may remove his or her appointed commissioners and committee members and may appoint other commissioners and committee members.

§ 32.39 ADDITIONAL RULES AND REGULATIONS.

The City Council may establish additional rules and regulations governing city commissions and committees that are consistent with the provisions of this code.

SECTION 6. Section 38.45 of Chapter 38 of Title III of the Code of Santa Fe Springs is hereby amended as follows:

A. Subsection (A) of Section 38.45 is deleted in its entirety and replaced with the following:

(A) The Heritage Arts Advisory Committee (HAAC) is hereby created as a committee appointed by the City Council to advise on the city's Heritage Artwork in Public Places Program. The HAAC shall consist of a maximum of nine voting and six non-voting members who may be reappointed at the discretion of the City Council and shall include the following unless otherwise directed by the City Council:

- (1) A member of the Planning Commission.
- (2) A member of the Chamber of Commerce and Industrial League.
- (3) A member of the Community Services Advisory Committee.
- (4) The City Manager or designee, in a nonvoting capacity.
- (5) The Director of Community Services or designee, in a nonvoting capacity.
- (6) The Director of Planning and Development or designee, in a nonvoting capacity.

B. Subsection (C) of Section 38.45 is deleted in its entirety and replaced with the following:

(C) The terms of five voting members shall expire in even numbered years and the terms of four appointed voting members shall expire in odd numbered years.

C. Subsection (D) is added to Section 38.45 to read as follows:

(D) The HAAC shall be subject to those provisions of Chapter 32 of this code applying to all commissions and committees, and any other rules the City Council may adopt, unless such rules or provisions are inconsistent with this chapter.

SECTION 7. Section 70.40 of Chapter 70 of Title VII of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 70.40 ESTABLISHED; COMPOSITION; APPOINTMENT OF MEMBERS.

There is hereby established an Advisory Traffic Commission consisting of five members appointed by the City Council, as well as the City Traffic Engineer and the Chief of Police or their respective designees, who shall be non-voting members of the Commission. The members shall select from among themselves a chairperson and a vice-chairperson to serve as such for a one-year term.

SECTION 8. Section 70.43 of Chapter 70 of Title VII of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

Each member of the City Council shall appoint one city resident to the Traffic Commission.

SECTION 9. Sections 117.170, 117.171, 117.172, and 117.173 of Chapter 117 of Title XI of the Code of Santa Fe Springs relating to the Oil Field Advisory Committee are hereby repealed.

SECTION 10. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 11. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 12. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within

APPROVED:
ITEM NO.:

15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this ____ day of _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Trujillo, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6D

January 9, 2020

CONSENT AGENDA

Approval of Agreement Between the City of Santa Fe Springs and the Santa Fe Springs Executive, Management and Confidential Association and Approval of Side Letter #1 Between the City of Santa Fe Springs and the Santa Fe Springs City Employees Association

RECOMMENDATION(S)

- Approve the Fiscal Year (FY) 2019-20 labor agreement with the Santa Fe Springs Executive, Management & Confidential Association and authorize the Mayor to execute said agreement.
- Approve Side Letter #1 to the FY 2019-20 Memorandum of Understanding with the Santa Fe Springs City Employees Association regarding longevity incentive pay.

BACKGROUND

The City's labor negotiator reached agreement with the Santa Fe Springs Executive, Management & Confidential Association (SFSEMC) and the Santa Fe Springs City Employees Association (SFSCEA), both of which were approved at the June 27, 2019 City Council Meeting. Following are the details of issues affecting each agreement which require City Council approval.

Santa Fe Springs Executive, Management & Confidential Association (SFSEMC)

The terms of the agreement brought to the City Council on June 27, 2019 were presented in the form of a proposal, rather than an agreement. As a formality, the proposal is presented here in the form of an agreement to be signed by the Mayor and SFSEMC President. There are no changes to the terms from those approved June 27, 2019.

Santa Fe Springs City Employees Association (SFSCEA)

Subsequent to the approval of the SFSCEA and SFSEMC labor agreements on June 27, 2019, the negotiations with the SFSCEA were reopened based on the inclusion of longevity benefits in the City's agreement with the SFSEMC. In closed session, the City Council approved the City's labor negotiator to enter into a modification of the FY 2019-20 labor agreement to include longevity benefits. The City's labor negotiator reached agreement on longevity terms with the SFSCEA and these terms are included in the attached Side Letter #1 to the FY 2019-20 Memorandum of Understanding (MOU) with the SFSCEA. The Side Letter #1 provides for an increase in the longevity increments to include 2% at 15 years of service and an additional 2% at 20 years of service of service. The existing 3% at 25 years of services remains in effect as well (i.e. an employee with 25 years of service will receive 7% longevity incentive).

FISCAL IMPACT

The cost associated with the SFSEMC labor agreement is approximately \$207,000 and is included within the FY 2019-20 budget. This cost is unchanged from the agreement approved June 27, 2019. The additional cost associated with the Side Letter #1 to the SFSCEA MOU is approximately \$67,000. As approved in the FY 2019-20 budget adoption, the transfer to the Employee Benefits Fund will be used to cover these additional costs.


For Raymond R. Cruz
City Manager

Attachment(s):

1. Agreement between City and SFSEMC
2. Longevity Side Letter with SFSCEA

**CITY OF SANTA FE SPRINGS
AGREEMENT BETWEEN REPRESENTATIVES OF THE CITY
OF SANTA FE SPRINGS AND THE SANTA FE SPRINGS EXECUTIVE,
MANAGEMENT AND CONFIDENTIAL EMPLOYEE'S ASSOCIATION (EMC)**

JUNE 27, 2019

In accordance with provisions of the Meyers-Milias-Brown Act, Section 3500, et. seq., of The California Government Code, and the City of Santa Fe Springs Resolution No. 3005, setting forth procedures on the employer-employee relations, the parties to this agreement have met and conferred in good faith and have reached agreement upon matters within the defined scope of representation as set forth herein and have agreed to jointly recommend to the Association membership for approval and to the City Council of the City of Santa Fe Springs that appropriate actions be taken to implement the following changes in salaries, benefits and other terms and conditions of employment for the employee-members represented by the EMC.

1. **Term:** July 1, 2019 – June 30, 2020

2. **Salary & Benefits:**

- a. Effective July 1, 2019, the City will provide a 3% salary increase to all members.
- b. Effective July 1, 2019, the City will provide the following longevity pay to all members.
 - 15 years of service – 2%
 - 20 years of service – 2%
 - **25 years of service – 3% (existing and remain)**
Percentage are cumulative over time (i.e. @ 25 years 7% longevity)
- c. Effective July 1, 2019, the City will increase its match to employee deferred compensation from 1.5% to 3%. The match shall continue at a rate of 2:1.
- d. Effective July 1, 2019 the City will increase the reimbursement for employee vision care from \$350 to \$450 per fiscal year. There will be no change to the \$20 deductible for eye exams.
- e. Effective, July 1, 2019 the City will increase the reimbursement for dependents' vision care from \$300 to \$400 per fiscal year. There will be no change to the \$20 deductible for eye exams.
- f. The option for laser eye surgery in lieu of receiving annual reimbursement for four years shall be comparably increased from \$1,400 to \$1,800 for employees and from \$1,200 to \$1,600 for eligible dependents.

3. **Health Benefits**

- a. Effective January 1, 2020, the City will provide for all members a 2.7% adjustment to the current medical/health insurance cap based on the CPI (March 2018 to March 2019).

Juanita Trujillo, Mayor

Noe Negrete, EMC President

Date

Date

**SIDE LETTER #1 TO THE 2019-2020
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS CITY EMPLOYEES ASSOCIATION**

LONGEVITY

This document shall serve as Side Letter No. 1 modifying the 2019-2020 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Employees Association ("Association"), in the following manner:

The following paragraphs shall be added to Article IV. Wages and Compensation, Section 5. Longevity Pay:

Full-time employees hired into a full-time position prior to July 1, 2019, are entitled to the following longevity increments, 2% at 15 years of service, 2% at 20 years of service and 3% at 25 years of service for a total cumulative rate of 7% at 25 years of service. Longevity calculations for those hired prior to July 1, 2019, will include all full-time years of service plus all months of part-time service.

Employees hired into a full-time position after July 1, 2019, longevity calculations will be based on continuous full-time years of service only.

This Side Letter Agreement is entered into this 9th day of January 2020.

Juanita Trujillo, Mayor
City of Santa Fe Springs

William Dill, President
SFS Employees Association



NEW BUSINESS

Approval of a Subaward Agreement by and between the County of Los Angeles and the City of Santa Fe Springs for Census 2020 Education and Outreach Activities.

RECOMMENDATION:

- Authorize the City Manager to execute the Subaward Agreement by and between the County of Los Angeles and the City of Santa Fe Springs.

BACKGROUND

On November 9, 2018, the California Complete Count Director informed counties that they could opt-in to an agreement with the State of California to conduct outreach related to the California Complete Count (CCC) 2020 Census. The state funding allocations for the County of Los Angeles to promote participation in the 2020 decennial census is \$9,393,090. The State does expect that counties collaborate with cities within their jurisdiction on outreach efforts focused on geographic areas and demographic populations referred to as *hard-to-count (HTC)* or *least likely to respond* areas.

On March 21, 2019, at the direction of the Board of Supervisors, the County of Los Angeles Chief Executive Office executed the opt-in agreement with the State of California. As a result, the County intends to allocate Census outreach funding to appropriate cities based on the amount of HTC geographic areas present within each city according to the State of California HTC Index and the Census Bureau's Low Response Score measure.

There are 21 cities and 66 unincorporated areas (UAs) that do not have any HTC block groups and therefore do not reflect a funding allocation. The City of Santa Fe Springs, however, is eligible for Census funding and may select between one of two options to manage its Census allocation.

Option 1 – Pooled Fund

Under this option, a city can maximize its Census allocation by pooling its money with the County and other cities and, by doing so, be eligible to receive the following services based on its HTC funding allocation level.

1. Digital 2020 Census Media Kit
2. Direct Mail Campaign
3. Earned and Paid Media Campaign

Option 2 – City Deployment of State Funding

Under this option, a city may elect to receive up to their full funding allocation (\$14,548 for City of Santa Fe Springs – see Attachment 1). To be eligible for this allocation, a city must complete the following tasks:

1. Census Complete Count Committee Membership – A city may form its own committee, or it may join and participate in the County's Complete Count Committee.
 - *The City has formed its own Complete Count Committee*
2. Strategic Implementation Plan – A city must submit a plan, subject to County approval, detailing the city's plan for census education/outreach targeting the city's HTC areas/populations.
 - *A Strategic Implementation Plan (see Attachment 2) has been reviewed approved by the County.*
3. Reporting – A city must agree to adhere to all State and County reporting requirements, including tracking all census outreach events/activities using a Activities Tracking Sheet and submitting such spreadsheets on a monthly basis, and documenting that State funds are being used for the approved activities/expenditures.
 - *As per the attached Subaward Agreement, City staff will commit to adhering to all State and County reporting requirements.*
4. Unused Funds – A city must agree to return any funds not used in accordance with State requirements.
 - *As per the attached Subaward Agreement, the City agrees to return any funds not used in accordance with State requirements.*

The City's Complete Count Committee collectively decided to enroll in Option 2 to allow us to collect our funding allocation and, more importantly, conduct our own customized and targeted outreach plan unique to the City of Santa Fe Springs. It should be noted that cities that do not respond, or provide the required Strategic Implementation Plan, are automatically enrolled in Option 1.

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed Subaward Agreement (see attachment 3) by and between the County of Los Angeles and the City of Santa Fe Springs.

FISCAL IMPACT

Entering into a Subaward Agreement with the County of Los Angeles entitles the City the ability to collect up to our full funding allocation of \$14,548 to conduct 2020 Census related education and outreach activities, and to initiate targeted outreach efforts on HTC geographies and populations.


For Raymond R. Cruz
City Manager

Attachment:

1. Allocations by Outreach Regions – Southeast
2. Strategic Implementation Plan
3. Subaward Agreement

ATTACHMENT 1

Attachment II

City and Unincorporated Area Allocations by Outreach Regions

Gateway COG Region (Southeast)

Sup District	City/Unincorporated Area	City/UA Contractor Funding Base (Greater calculation of LRS and CA-HTC Index methodologies.) *	Contractor Operations Allocation	Contractor Admin **	City/UA Allocation (Contractor Operations + Admin)	County Admin **	City/UA Allocation Based on LRS	City/UA Allocation Based on CA HTC Index
4	Avalon	\$ 10,939	\$ 9,845	\$ 547	\$ 10,392	\$ 547	\$ 10,392	\$ 5,684
1	Bell	\$ 53,851	\$ 48,465	\$ 2,693	\$ 51,158	\$ 2,693	\$ 45,723	\$ 51,158
1	Bell Gardens	\$ 59,834	\$ 53,850	\$ 2,992	\$ 56,842	\$ 2,992	\$ 51,958	\$ 56,842
4	Bellflower	\$ 53,851	\$ 48,465	\$ 2,693	\$ 51,158	\$ 2,693	\$ 49,880	\$ 51,158
1	Commerce	\$ 19,689	\$ 17,721	\$ 984	\$ 18,705	\$ 984	\$ 18,705	\$ 11,388
2	Compton	\$ 150,952	\$ 135,858	\$ 7,547	\$ 143,405	\$ 7,547	\$ 143,405	\$ 102,316
1	Cudahy	\$ 35,900	\$ 32,310	\$ 1,795	\$ 34,105	\$ 1,795	\$ 24,940	\$ 34,105
4	Downey	\$ 63,444	\$ 57,100	\$ 3,172	\$ 60,272	\$ 3,172	\$ 60,272	\$ 28,421
4	Hawaiian Gardens	\$ 17,950	\$ 16,158	\$ 897	\$ 17,053	\$ 897	\$ 12,470	\$ 17,053
1	Huntington Park	\$ 89,696	\$ 80,728	\$ 4,485	\$ 85,211	\$ 4,485	\$ 85,211	\$ 73,895
4	Lakewood	\$ 13,126	\$ 11,814	\$ 658	\$ 12,470	\$ 658	\$ 12,470	\$ 5,684
2	Lynwood	\$ 83,787	\$ 75,391	\$ 4,188	\$ 79,579	\$ 4,188	\$ 70,978	\$ 79,579
1	Maywood	\$ 41,884	\$ 37,696	\$ 2,094	\$ 39,790	\$ 2,094	\$ 33,253	\$ 39,790
4	Norwalk	\$ 32,816	\$ 29,534	\$ 1,841	\$ 31,175	\$ 1,841	\$ 31,175	\$ 28,421
4	Paramount	\$ 65,817	\$ 59,235	\$ 3,291	\$ 62,526	\$ 3,291	\$ 54,037	\$ 62,526
1	Pico Rivera	\$ 30,628	\$ 27,666	\$ 1,531	\$ 29,097	\$ 1,531	\$ 29,097	\$ 17,053
4	Santa Fe Springs	\$ 15,314	\$ 13,782	\$ 768	\$ 14,548	\$ 768	\$ 14,548	\$ 5,684
4	Signal Hill	\$ 4,375	\$ 3,937	\$ 219	\$ 4,156	\$ 219	\$ 4,156	\$ -
1	South Gate	\$ 107,701	\$ 96,931	\$ 5,385	\$ 102,316	\$ 5,385	\$ 93,625	\$ 102,316
1	Vernon	\$ 4,375	\$ 3,937	\$ 219	\$ 4,156	\$ 219	\$ 4,156	\$ -
4	Whittier	\$ 41,567	\$ 37,409	\$ 2,079	\$ 39,488	\$ 2,079	\$ 39,488	\$ 22,737
4	Unincorporated - Cerritos	\$ 539	\$ 485	\$ 27	\$ 512	\$ 27	\$ -	\$ 512
1	Unincorporated - East Los Angeles	\$ 175,359	\$ 157,823	\$ 8,768	\$ 166,591	\$ 8,768	\$ 166,591	\$ 158,227
2	Unincorporated - East Rancho Dominguez	\$ 34,639	\$ 31,175	\$ 1,732	\$ 32,907	\$ 1,732	\$ 32,907	\$ 24,959
2	Unincorporated - Florence-Firestone	\$ 90,927	\$ 81,835	\$ 4,546	\$ 86,381	\$ 4,546	\$ 86,381	\$ 82,781
4	Unincorporated - Santa Catalina Island	\$ 2,165	\$ 1,949	\$ 108	\$ 2,057	\$ 108	\$ 2,057	\$ 1,023
4	Unincorporated - South Whittier	\$ 28,144	\$ 25,330	\$ 1,407	\$ 26,737	\$ 1,407	\$ 26,737	\$ 13,020
1	Unincorporated - Walnut Park	\$ 12,990	\$ 11,690	\$ 650	\$ 12,340	\$ 650	\$ 12,340	\$ 10,916
4	Unincorporated - West Whittier/Los Nietos	\$ 12,990	\$ 11,690	\$ 650	\$ 12,340	\$ 650	\$ 12,340	\$ 4,150
		\$ 1,355,229	\$ 1,219,705	\$ 67,762	\$ 1,287,467	\$ 67,762		

Cities and Unincorporated Areas in the Region that do not have hard-to-survey areas based on either LRS or CA-HTC Index:

4	Artesia
4	Cerritos
4	La Habra Heights
4	La Mirada
	Unincorporated - East La Mirada
	Unincorporated - East Whittier
	Unincorporated - La Habra Heights
	Unincorporated - Lakewood
	Unincorporated - Long Beach
	Unincorporated - North Whittier
	Unincorporated - Rancho Dominguez
	Unincorporated - Rosewood
	Unincorporated - San Clemente Island
	Unincorporated - Sunrise Village
	Unincorporated - Whittier

* The funding base for outreach in each hard-to-survey city or unincorporated area is the greater amount of the two methodologies used (Census Bureau's Low Response Score (LRS) vs. State's CA-HTC Index) since each methodology includes slightly different variables.

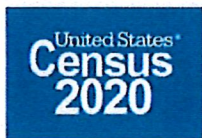
** The County will use 5% of the City/UA Funding Base to administer the program and the Contractor would be able to use 5% of the City/UA Funding Base for administration. The amounts in the highlighted City/UA Allocation column include the allowed Contractor Admin.

ATTACHMENT 2

CITY OF SANTA FE SPRINGS

CENSUS 2020 EDUCATIONAL AND OUTREACH STRATEGIC PLAN

"EVERYONE COUNTS IN SANTA FE SPRINGS"



"TODOS CONTAMOS EN SANTA FE SPRINGS"

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EXECUTIVE SUMMARY

The federally mandated census occurs every 10 years and the next decennial Census will be conducted in April 2020. The census is an actual enumeration of the population living in the United States, citizens or non-citizens alike. The census data collected in April will be used for the next decade to determine the number of seats each state has in the U.S. House of Representatives and distribute federal funding to local communities (e.g., Head Start programs, public transportation, road rehabilitation and construction). Historically, however, certain populations have been undercounted including immigrants, minorities, linguistically isolated groups, homeless and transient populations, and those living in low-income households. According to The George Washington Institute of Public Policy at The George Washington University, an estimated \$1,950 in federal funding for each person not counted will be lost every year over the next ten years for much needed programs in our communities. California and our local community of Santa Fe Springs have much to lose if an accurate count is not accomplished.

The City of Santa Fe Springs's Census goal is, therefore, to coordinate our local outreach efforts to make sure that every resident is informed about, has access to, and completes a 2020 Census survey. The City places special emphasis on those populations and areas that are identified as being Hard-to-Count (HTC) and thus have committed to developing a grassroots approach to reaching communities least likely to self-respond to the Census.

The City of Santa Fe Spring's 2020 Census Educational and Outreach Strategic Plan is a guiding document that outlines the goals and strategic objectives to ensure all Santa Fe Springs residents, in particular the hardest to count residents, are counted in the 2020 Census. This document outlines specific strategies, tactics, and timeline(s) – and describes the specific partnership(s) and how resources will be leveraged – to achieve the highest possible self-response rate on the Census 2020 questionnaire.

INFORMATION

County:	Los Angeles
City:	City of Santa Fe Springs
Contact Person:	Cuong Nguyen
Title:	Senior Planner / Census Liaison
Telephone:	(562) 868-0511
Email:	cuongnguyen@santafesprings.org

FRAMEWORK

A. CENSUS 2020 MISSION, CHALLENGES, AND GOALS

Mission

To count every resident in City of Santa Fe Springs to secure a fair allocation of government resources and accurate legislative representation.

Challenges

The Census Bureau faces challenges counting certain households and population groups, regardless of budget and staffing. These include recent immigrants, households with limited English proficiency, households with low income, racial/ethnic minorities, children under 5 years old, persons who are disabled, rural residents, renters, and those with unstable or unconventional housing. California has historically been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted.

As identified below, Santa Fe Springs share many of these hard to count groups:

- 26.6% are foreign born
- 57.0% speak a language other than English at home (5 years+)
- 6.0% are under 5 years old
- 6.9% have a disability (under age 65)
- 21.% are not high school graduates
- 13.9% are at or below the poverty rate
- 36.1% are renters

It is essential for the State, counties, cities, and communities to partner with the U. S. Census Bureau to obtain a complete count. The goal for Census 2020 is to achieve the same or higher self-response rate as was achieved in 2010, despite the additional challenges faced by hard-to-count populations and the current political division over illegal immigration.

In addition to the challenges surrounding the hard-to-count populations, some of the other key barriers include:

- Misunderstandings About the Census - While most people in the United States have some knowledge of the purpose of the census, many are confused about what the census is, what it does, and how it benefits them. Others may not have a clear understanding about the difference between the decennial questionnaire and other Census activities, such as the American Community Survey. In addition, some people may not understand how to complete the census questionnaire or otherwise find it overwhelming.

- Concerns About Data Security - Recalling events like the Target security breach of 2013, the Office of Personnel Management breach of 2015, and the Yahoo user accounts breach of 2016, as well as the attention surrounding WikiLeaks during the 2016 elections, it is possible that concerns about data security will be key issues for audiences in the years ahead. Pew Research Center reports that only “6 percent of adults say they are ‘very confident’ that government agencies can keep their records private and secure”. Individuals may fear that their census responses will be accessed and used for nefarious purposes.
- Distrust of Government – Studies have shown that trust of government has been on the decline in recent years. This ongoing distrust has caused what has been characterized as “frustration” with the government to transform into “anger” with the government in recent years. Fears about data-sharing among agencies such as the U.S. Department of Housing and Urban Development and the Internal Revenue Service, and a divide between some segments of the population and law enforcement agencies, may make it particularly difficult to foster support for the count in 2020. This distrust exists across all demographic groups thus underscoring the need for careful messaging.
- Changes in the Media Landscape - We also must consider new challenges from the media landscape, including concerns related to fake news, changing perceptions of the media and journalism, and the role of social media in news distribution.

Goals

The following are the goals established by the City of Santa Fe Springs Complete Count Committee:

1. Achieve a Self-Response Rate of at least 76.9% (2010 Self Response Rate);
2. Create dynamic education and outreach tools;
3. Increase participation in hard-to-count communities;
4. Engage trusted local messengers and community leaders to conduct outreach to HTC populations at grassroots levels;
5. Collaborate with the U.S. Census Bureau as well as State and local partnerships to avoid duplication and effectively communicate the Census message.

B. OUTREACH PLAN

In August of 2019, the City of Santa Fe Springs, recognizing the critical importance of Census 2020, the City’s executive team appointment a total of 8 staff members from various city departments including the City Manager to be part of the City’s

Complete Count Committee (CCC) to plan and implement the City's 2020 Census education and outreach efforts. The City's CCC is charged with working with the U.S. Census Bureau, the State of California, County departments, other cities within the County, governmental/quasi-government agencies, and other stakeholders.

During the initial planning phases, the CCC analyzed past processes and planning efforts related to the 2010 Census. This analysis included a review of best practices obtained from local, state, and national Census outreach efforts. The following identifies the best outreach practices to consider for the City's upcoming 2020 Census outreach efforts:

- Start early;
- Engage the Mayor and City Council members to establish expectations and direction;
- Invest in and advocate for adequate funding for Census education and outreach efforts;
- Collaborate with the U.S. Census Bureau;
- Publicize the Census Bureau's toll-free Census Help Line for questionnaire assistance;
- Establish ongoing partnerships with the following:
 - Elected officials;
 - Local leaders;
 - Early education programs (ages 0-5);
 - Educational institutions including K-12 schools;
 - Chamber of Commerce;
 - Major Retail Stores;
 - Local Residential Property Managers
 - Community Based Organizations (CBOs),
 - Faith-based organizations;
 - Persons with disabilities; and
 - Homeless communities.
- Identify and target HTC areas/populations using the County's low response score mapping tools to help identify Hard-To-Count areas and specifically areas with low response scores;
- Use city databases and building permit files to identify and target second units, granny flats, and accessory dwelling units;
- Customize education and outreach programs to reach HTC populations;
- Create dynamic education and outreach tools —develop technology and face-to face options for reaching target audiences;
- Focus on outreach to early education programs, faith-based organizations, local renters, persons with disabilities, park patrons, library patrons, and health and social service clients;

- Engage city departments, especially frontline staff with immediate access to the public, and provide clear directions to departments to create buy-in;
- Develop a Comprehensive Education and Outreach Plan, including: Use community meetings and events, flyers, earned and paid media, social-media, and workshops designed to promote the benefits of census participation;
- Engage trusted messengers and community leaders to conduct outreach to HTC populations at grassroots levels;
- Use targeted media outreach to HTC populations;
- Assist Census Bureau staff in identifying tenant and homeowner representatives who can facilitate access to gated areas.

C. **APPROACH**

Understanding the significant challenges that lay ahead in achieving a complete census count, the City has adopted an education and outreach strategy that incorporates many of the best practices that were identified. The City is focusing its outreach efforts on the effective use of partnerships and sharing of available data. The City's CCC, with assistance from local leaders, educational institutions, local businesses and property managers, faith-based organizations, and community-based organizations, has committed to developing a targeted and effective Census 2020 education and outreach campaign with an emphasis on reaching HTC populations.

In doing so, the CCC has identified the following population as least likely to respond:

- Immigrant households
- Households with limited English proficiency
- Racial/ethnic minorities
- Low-income households
- Renters
- Households with instable or unconventional housing
- Highly mobile persons
- Children under 5
- People with Disabilities

The City's approach to census outreach can be summarized by the following areas of emphasis:

1. *Educate Citizens*: The City will focus on educating every community and neighborhood on the value of the census and its importance to the nation and the city's democracy, particularly the impact on local schools, health care, emergency response, and other community services.

2. Stakeholder Relations: The city will engage stakeholders to solicit feedback and help raise awareness of the 2020 Census, ensuring open and effective lines of communication throughout the campaign development and execution phases.
3. Amplify Census Messaging: The City will include alerts and reminders to participate in city and county department notices, mailers, inserts, utility and other bills, pay checks, signage, newsletters, website pages, social media, etc. This strategy is intended to reach all residents, including HTC populations, and explain the available means for response to make it easy for everyone to participate.
4. Website Development and Digital Activities: The city will take a mobile-first approach to developing web properties that support the census campaign. Using dynamic content, the city will tailor the experience for its Hard-to-Count populations, and adjust the approach as campaign data become available.
5. Local Community Events: The city's strategy will help drive education and awareness efforts, particularly among hard-to-count audiences through local community events. Priority will be given to events that are either near hard-to-count audiences or ones that such audiences are anticipated to attend. Consideration will also be provided for the need to communicate with such audiences through the appropriate channels and languages.
6. Grass Roots Efforts: The city will leverage relationships with partners to coordinate the distribution of Census information through trusted voices/messengers to help overcome the fears and mistrust to hopefully smooth the way for community participation and ultimately achieve a fair and accurate census.
7. Social Media: Social media outreach offers a unique opportunity to personally engage with the public. The city will leverage existing Census channels and develop innovative approaches to promote recruiting efforts, enhance customer service, support digital and on-the-ground events, raise awareness, drive response, and disseminate data.

D. PARTNERSHIP COORDINATION

The City of Santa Fe Springs will engage in a multi-platform public education and outreach campaign. The City's Complete Count Committee will take the lead role in planning and executing a campaign to educate, motivate, and activate city residents to be counted. This effort will be in collaboration with city departments and stakeholders having direct reach in HTC communities.

In an effort to more efficiently and effectively deploy resources to HTC areas, the city will not only utilize available State and County resources but also establish strategic local partnerships with educational institutions, major retail stores, faith-

based organizations, Community Based Organizations, local residential property managers, persons with disabilities, as well as homeless communities to avoid duplication and ensure any gaps are addressed.

E. LANGUAGE AND COMMUNICATION ACCESS PLAN

Like many communities in Southern California, Santa Fe Springs' population has become increasingly diverse over the past twenty years. The table below displays the racial and ethnic composition of the Santa Fe Springs residents in 1990 and 2010, and compares it with the countywide distribution in 2010.

Racial/Ethnic Group	1990		2010		
	Persons	Percent	Persons	Percent	L.A. Co. %
Hispanic	8,735	60%	13,137	81%	48%
White	5,343	37%	1,927	12%	28%
Asian/Pacific Islander	286	2%	644	4%	14%
African American	53	<1%	305	2%	8%
American Indian	-	-	65	<1%	<1%
Other Race	103	1%	145	1%	2%
TOTAL	14,520	100%	16,223	100%	100%

Source: U.S. Census 1990 and 2010.

As evident from the data, Hispanic residents continue to comprise the vast majority of the City's population, growing from 60 to 81 percent over the past two decades, representing an increase in over 4,300 Hispanic residents. In contrast, White residents declined from 37 to 12 percent of the population. Asians and African Americans both evidenced modest increases, though remain a small segment of Santa Fe Springs overall population. It should be noted that current census data also reveals that approximately 57% of the city's population (over 5 years of age) speaks a language other than English at home.

These census statistics provide important data that may be used to help strategize an effective outreach plan to meet the language and communication needs of a particular community. Materials and messages can be translated and culturally interpreted in all necessary languages.

In coordination with partners, including stakeholders from CBOs, non-profit organizations, faith-based organizations, school districts, educational institutions, businesses/chambers, and others, the City intends to:

1. Research and refine and prioritize specific language needs for the city's population;
2. Explore additional resources to reach populations in non-English languages (*both printed and digital media*);
3. Identify ways to reduce language barriers to enumeration for non-English speaking populations and ensure cultural relevancy and

meaningful translation of 2020 Census questionnaires and associated materials;

4. Provide bilingual (Spanish/English) teams and Spanish translated materials at events where limited English proficiency populations are expected;
5. Enhancing as many events and activities of cities with primary language speakers for the community in which the event/activity is located;
6. Leverage relationships with partners to coordinate the distribution of Census information through trusted messengers;
7. Make a conscious effort to ensure appropriate language support is always available at the City's two planned Census Action Kiosk (CAK) locations that are both registered with the County of Los Angeles;
8. Provide communications access for persons with disabilities, as required by law.

F. LOCAL COMPLETE COUNT COMMITTEE

In August of this year, recognizing the importance of achieving an accurate and complete count in the upcoming Census 2020, the City's executive team appointment a total of 8 staff members from various city departments to be part of the City's Complete Count Committee (CCC) to plan and implement the City's 2020 Census education and outreach efforts. The city's CCC, comprised of the City Manager, and staff members from the City Manager's Office, Library, Planning Department, and Community Services Department, has since engaged in initial planning for the 2020 Census.

Aside from achieving an accurate and complete count, the CCC's primary goal is to customize education and outreach programs to reach HTC populations through dynamic tools to maximize its reach to all audiences. In fact, the 2020 Census Educational and Outreach Strategic Plan is the result of input from various members of the City's CCC. The CCC will continue to meet regularly to provide updates, strategize and implement outreach efforts and well as monitor the ongoing progress.

G. TIMELINE OF ACTIVITIES

In addition to researching process and planning efforts conducted for the 2010 Census, the City's CCC reviewed the Federal, State and County timelines for the Census 2020. On the following page is the local timeline for the City of Santa Fe Springs - Census 2020 planning, education and outreach efforts, and follow up.

City of Santa Fe Springs Timeline of Activities

	2019					2020										2021
Activity	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	June	
Form CCC																
CCC meetings																
Determine CAK locations																
Submit Strategic Plan																
Quarterly Written Report																
Submit Final Expenditure Report																
Outreach: Educational																
Social Media Posts																
Handouts at Public Counters and on City webpage																
Distribute Bi-Lingual Handouts at: Schools, Churches, Apartments, Etc.																
Put Up Posters at Local Restaurants and Stores																
City's Winter Quarterly																
City's Spring Quarterly																
City Newsletter																
Message in resident water bills																
Message on digital billboards																
Designate Phone Line with Census Information																
Targeted door-to-door campaign (low response areas, second units, homeless, etc.)																
Outreach: Motivational																
Social Media Posts																
Handouts at Public Counters and on City webpage																
Distribute Bi-Lingual Handouts at: Schools, Churches, Etc.																
Put Up Posters at Local Restaurants and Stores																
Message in Senior Buzz																
Designate Phone Line with Census Information																
Be Counted Events																
Present at Commission Meetings																
Present at Committee Meetings																
Present at School Board Meeting																
Table at Penny Carnival																
Table at Art Walk Event																
Table at Local Store																
Proclaim Census Awareness Week																
April 1, 2020: National Day of Action																
Outreach: Activation Phase																
Non-Response Follow-up Outreach: Table at Family Fun Run/Walk																
Targeted door-to-door follow-up campaign.																
Social Media Posts																
Final Report																
Close Out / Thank You																

This timeline will be used by the City's CCC members as a guide for the activities that will need to be accomplished during each phase of census planning and implementation and thus help ensure a successful education and outreach campaign. This timeline may, however, be slightly modified as deemed necessary by the CCC members.

H. ACCOUNTABILITY AND MEASURING RESULTS

Information regarding outreach activities will be collected throughout the 2020 Census Complete Count effort. A key component in evaluating the City's education and outreach efforts will be gathering feedback to determine how effective the City was in implementing the strategies developed as part of the outreach plan.

For social media blasts, we will measure their effectiveness based on the number of views and likes received by each social media post. For events and pop-ups, we will have a sign-up sheets and encourage residents to pledge their commitment to participate in the upcoming Census. The pledge will include the participant's name and city and thus will allow us to better understand the actual reach of our efforts. For our targeted door-to-door campaign, will plan to keep a log of the individuals we made contact with in an effort to gauge or otherwise calculate the percentage of individuals living in Santa Fe Springs that did not respond in the 2010 Census. But the ultimate measure of our success will come from the final results and percentage of participants in the 2020 Census compared to previous Census results.

We also plan to conduct a debriefing of City's CCC members, partners, and stakeholders that helped in the outreach efforts. These debriefings will be done primarily through an online survey and will assess what was determined to be some of the successes and challenges that were encountered during the planning and implementation phases of the outreach effort. The feedback obtained will be used to develop best practices that will inform and help guide planning for the Census 2030.

In addition, a final report of City CCC activities, operations, feedback, and recommendations, will be prepared for the City Manager and elected officials, and the California Complete Count - Census 2020 office as part of the State's contract funding requirement.

I. BUDGET

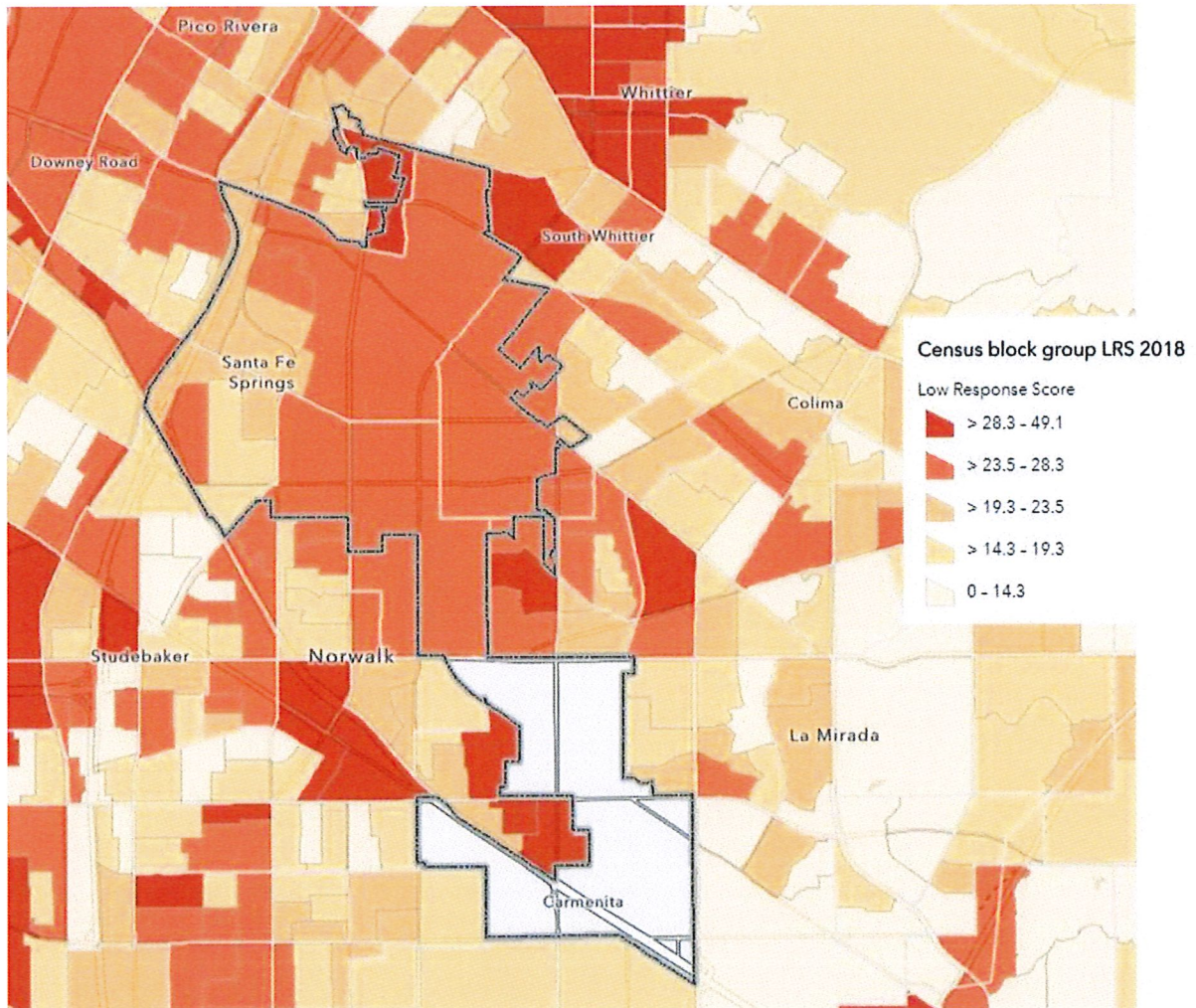
The outreach efforts/strategies described in this Census 2020 Education and Outreach Plan are to be implemented with resources from both the City and the State of California. The following table provides a general overview of planned outreach efforts/strategies and an overall estimate for costs related to each of the three (3) categories.

Educational & Motivational Outreach Efforts
Local Pop-Up Events
Table at Penny Carnival & Art Walk Event
Targeted Outreach at local retail store
Table at Target, Walmart or El Super
Event displays
Includes Vinyl Pop-up Signage, Printed Table Cover, Handout Stand, and Poster Stand.
Kids Activities (Custom Coloring Page and Crayons)
Giveaways (Custom Census Reminder Magnets)
Giveaways (Candy and Candy Bowl)
Targeted Non-Response Follow-Up Campaign
Table at Annual Family Fun Run/Walk
<i>Total Educational & Motivational Outreach Efforts</i>
Approx. \$5,528.24
Media Campaign
Signage Production
Handout Production (including bi-lingual)
Display for 2 Census Action Kiosks sites
Stand Up Cardboard Display Near Computer Stations, Acrylic Page Holder for Instructions at Each Station, and Cardboard Sign at Main Entrance of Each Facility.
Postage Related to Mailing of Handouts in Water Bills
Targeted Advertising Campaign in local newspaper (including bi-lingual)
News article in City Quarterly and City Newsletter
<i>Total Media Campaign</i>
Approx. \$8,292.36
Administrative Related Costs (maximum 5% of total allocation)
Oversight and coordination of all printed media
Oversight and coordination of all digital media
Coordination of Set Up at Local Events
<i>Total Administrative Costs</i>
Approx. \$727.40
<i>Total State Allocation to City of Santa Fe Springs</i>
\$14,548

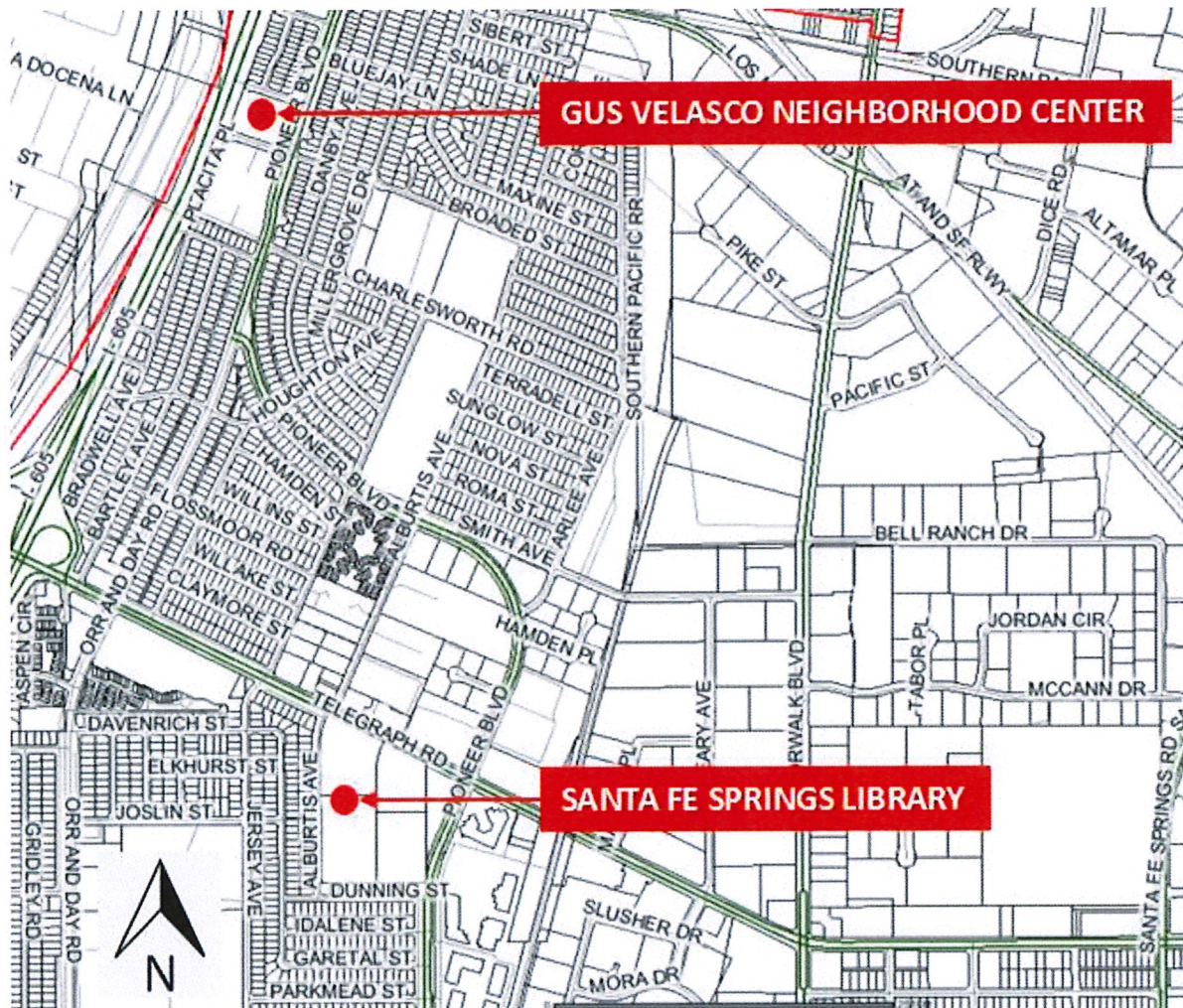
NOTE: The allocation provided for each category is simply an estimate and may shift as outreach evolves and needs arise.

ATTACHMENTS

1. HARD-TO-COUNT POPULATION (BY CENSUS BLOCK GROUPS) IN SANTA FE SPRINGS:



2. LOCATION OF CENSUS ACTION KIOSKS (CAK) IN SANTA FE SPRINGS:



- Gus Velasco Neighborhood Center
9255 South, Pioneer Blvd, Santa Fe Springs, CA 90670
Hours: Monday-Friday 8AM-5PM
Saturday: Closed
Sunday: Closed
Phone: (562) 692-0261

3. ASSISTED HOUSING INVENTORY IN SANTA FE SPRINGS:

- Pioneer Gardens Apartments (141 family units)
11011 Cultura St, Santa Fe Springs, CA 90670
Phone: (562) 699-1656
- Little Lake Village Senior Apartments (144 family units)
10902 Fulton Wells Ave, Santa Fe Springs, CA 90670
Phone: (562) 903-1044
- Silvercrest Residences (22 senior units)
12015 Lakeland Road, Santa Fe Springs CA 90670
Phone: (805) 647-0110
- Villa Verde (34 family units)
9800 Jersey Ave, Santa Fe Springs, CA 90670
Phone: (562) 948-3327
- Placita Park (104 family units & 30 senior units)
9353 Pioneer Blvd, Santa Fe Springs, CA 90670
Phone: (562) 268-5316
- Lakeland Manor Housing (24 family units)
13335 Lakeland Rd, Santa Fe Springs, CA 90670
Phone: (562) 944-9650

4. CITIZEN COMMITTEES IN SANTA FE SPRINGS:

- Family and Human services Advisory Committee
- Heritage Arts Advisory Committee
- Historical Committee
- Parks and Recreation Advisory Committee
- Senior Advisory Committee
- Sister City Committee
- Youth Leadership Committee
- Beautification Committee

5. **PUBLIC SCHOOLS IN SANTA FE SPRINGS:**

- Lakeview Elementary
11500 East Joslin St, Santa Fe Springs, CA 90670
Grades: K-5
- Jersey Avenue Elementary
9400 Jersey Ave, Santa Fe Springs, CA 90670
Grades: K-5
- Rancho Santa Gertrudes Elementary
11233 East Charlesworth Rd, Santa Fe Springs, CA 90670
Grades: K-6
- Lake Center Middle School
10503 South Pioneer Blvd, Santa Fe Springs, CA 90670
Grades: 6-8
- Santa Fe High School
10400 South Orr and Day Road, Santa Fe Springs, CA 90670
Grades: 9-12

6. **TRANSITIONAL LIVING QUARTERS IN SANTA FE SPRINGS:**

- Salvation Army
12000 Washington Blvd, Whittier, CA 90606
Phone: (562) 696-9562
- Phoenix House
11015 Bloomfield Avenue, Santa Fe Springs, CA 90670
Phone: (562) 941-8042
- Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA)
11015 Bloomfield Ave, Santa Fe Springs, CA 90670
Phone: (562) 906-2676
- Allen House
10425 Painter Ave, Santa Fe Springs, CA 90670
Phone: (562) 906-2676

7. RELIGIOUS INSTITUTIONS IN SANTA FE SPRINGS:

- Florence Avenue Foursquare Church
11457 Florence Ave, Santa Fe Springs, CA 90670
Phone: (562) 868-2234
- Calvary Chapel Santa Fe Springs
12227 Florence Ave, Santa Fe Springs, CA 90670
Phone: (562) 906-0697
- St. Pius X Catholic Church
10855 Pioneer Blvd, Santa Fe Springs, CA 90670
Phone: (562) 863-8734
- First Baptist Church
10300 Orr and Day Rd, Santa Fe Springs, CA 90670
Phone: (562) 864-4811
- Bethel Community Church
9845 Orr and Day Rd, Santa Fe Springs, CA 90670
Phone: (562) 948-3601
- Los Angeles Christadelphian Church
10721 Pioneer Blvd, Santa Fe Springs, CA 90670
Phone: (562) 929-1188
- Calvary Hosanna Church
Telegraph Rd # A, Santa Fe Springs, CA 90670
Phone: (562) 644-4803
- Freedom Christian Center
13808 Imperial Hwy, Ste 150, Santa Fe Springs, CA 90670
Phone: (562) 278-2108

8. APPOINTED COMMISSIONS IN SANTA FE SPRINGS

- Planning Commission
- Traffic Commission



SUBAWARD AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF SANTA FE SPRINGS
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

**SUBAWARD AGREEMENT
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES**

THIS SUBAWARD AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF SANTA FE SPRINGS, a municipal corporation, hereinafter referred to as "City."

WITNESSETH

WHEREAS, the County was awarded a total of \$9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

WHEREAS, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and:

WHEREAS, the Parties have been authorized to execute an Agreement for the not to exceed amount of **\$14,548** for the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

A. APPROVED FUNDING AND PURPOSE

The County hereby grants to the City an amount not to exceed **\$14,548** (Agreement Funds) which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are “least likely to respond.” These areas and populations are commonly referred to as “Hard-to-Count (HTC).” The terms “least likely to respond” and “HTC” are terms of art and are often used interchangeably. HTC or “least likely to respond” areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

B. OBJECTIVES

EDUCATE

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.
4. Identify areas and populations within City’s local jurisdiction that are least likely to respond, as identified in Task 1.2 of Exhibit A of the Agreement.

MOTIVATE

5. Alleviate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire.
6. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
7. Where possible, the City should assess messaging efforts, outreach and tools.

ACTIVATE

8. Engage trusted messengers in trusted environments to help the public participate in the census.
9. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
10. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

C. APPLICABLE DOCUMENTS

Exhibits A, B, C, and D are attached to and form a part of this Agreement.

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT C – CALIFORNIA VOLUNTEER PLAN GUIDANCE LETTER

EXHIBIT D – US CENSUS 2020 QUESTIONS AND ANSWERS FOR
STAKEHOLDERS SUPPORTING THE 2020 CENSUS

D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach

efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A, Task 1.

E. AGREEMENT TERM

The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through September 30, 2021. The City shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

F. USE OF FUNDS

City must obtain written permission from County prior to using Agreement Funds for any activity not expressly included or provided for in this Agreement. Except as indicated in Section G below, goods and services purchased with Agreement Funds shall not have a useful life beyond the scope and time frame of the 2020 Census. Therefore, at no time shall Agreement Funds be used to secure property, computer hardware or software, copy machines, furniture, or any other non-consumable product.

City is further prohibited from using Agreement Funds for phone banking or otherwise placing calls (through robo calls or person-to-person calls) to individual households regarding the census.

City shall also review and adhere to all State guidelines and rules regarding the establishment and/or operation of CAKs/QACs including but not limited to, attending State training re CAKs/QACs and adhering to State monitoring regarding CAKs/QACs.

City shall also review and adhere to all Federal and State guidelines and rules regarding census outreach including but not limited to Federal rules and guidelines included in Exhibit D.

Agreement Funds will be disbursed according to the schedule and requirements outlined in Exhibit B. To avoid duplication of efforts and/or misuse of funds, all funds provided by County pursuant to this Agreement, must be used to address existing gaps in census outreach

City further agrees that funds from County pursuant to this Agreement shall be used for outreach focused solely on HTC populations in Los Angeles County, and shall be limited to the following approved activities:

1. Outreach activities/community events to educate and/or encourage HTC populations to complete Census questionnaire
2. Purchase of outreach materials (banners, bus wrap-arounds, flyers, etc.)

3. Distribution of collateral/flyers
4. Translation/interpretation services
5. Media outreach
6. Canvassing of HTC areas through May 12, 2020
7. Form-filling assistance
8. Pledge cards (creation and/or distribution)
9. Workforce development – coordinate with U.S. Census Bureau to promote local hiring of Census enumerators. It is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities.
10. Non-Response follow-up (NRFU) activities during May-July 2020 directed at members of the public who have yet to complete the Census questionnaire.

G. PROMOTIONAL ITEMS

1. In general, Promotional Items (giveaways, sweepstakes prizes, incentives, etc.) with a value of \$25 or less may be purchased for census outreach. Any use of Agreement Funds for the purchase of any promotional exceeding \$25 must be approved by the County in writing prior to purchase.
2. If City elects to use Agreement Funds to purchase gift cards and/or travel tokens/passes as promotional items for census outreach, City must possess, and make available to the County for inspection and copying upon County's request, records showing the establishment and implementation of appropriate internal controls of cash operations (including liquid assets such as gift cards and travel tokens/passes) to maintain the integrity of such items. Such internal controls must include but not be limited to, a separation of duties ensuring that one individual does not control all key aspects (receiving, reconciling, and recording, etc.) of such items.
3. City must maintain a written list of all participants who receive Promotional Items including signatures of all such participants.

4. The following are not eligible to receive any promotional items exceeding \$25 that is purchased with Agreement funds:
 - a. Officials and employees of City and City-related agencies;
 - b. Persons involved with or participated in the development and execution of any promotions;
 - c. Members of the immediate families (defined as parents, children, siblings spouse and life partners) of those identified in subparagraphs 3(a) and 3(b), of this Section.
5. All federal, state, local and municipal laws and regulations shall apply.

H. FINANCIAL RECORDS

1. The City agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing. The City also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the City and for at least five (5) years following the expiration of this Agreement.
2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection and copying, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.
4. The City, within thirty (30) calendar days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. The City will provide the County's Chief Executive Officer within ninety (90) days after the end of the City's fiscal year ending in June 2021, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.
6. It is understood and agreed that any County Funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance

of this understanding, it is agreed that should the County determine that any Funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to refund any such Funds to the County within 30 calendar days.

I. UNUSED OR MISUSED FUNDS OR PROPERTY

1. If there are any unused funds at the expiration or termination of the Agreement, City shall return any such funds to the County within 30 calendar days.
2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.
3. Nothing contained in this Section I shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement.

J. TERMINATION

1. The County reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to the City.
2. City may submit a written request to terminate this Agreement only if the County should substantially fail to perform its responsibilities as provided herein.
3. The County may terminate the Agreement for cause. The term "for cause" shall mean that the City fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the County's notification to the City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County and all costs to the County shall be deducted from any sum due to the City under this Agreement.
4. Other than provided by Section J(2), Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.
5. The parties may agree to suspend or cancel the Agreement if the City or the County's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service of any action by any governmental authority.
6. In the event of termination, the City will provide a detailed report of expenditures and the balance of the unexpended amount will be refunded to the County within thirty (30) calendar days of the termination.

K. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's participation in this Agreement, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

L. CONFLICT OF INTEREST

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connections with the Agreement has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

M. AMENDMENTS

1. Any change in the terms of this Agreement, including the performance period of the Agreement and any increase or decrease in the amount of the Agreement, which are agreed to by the County and the City shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
2. Such amendments shall be authorized subject to the approval of County Counsel as to form.

N. NOTICES AND APPROVALS

All notices, reports and approvals shall be directed to and made by the following representatives (collectively Agreement Managers) of the parties:

1. To the County: Chief Executive Office
Attn: Naftali Sampson
Service Integration Branch

222 South Hill Street, 5th Floor
Los Angeles, CA 90012

2. To the City: City of Santa Fe Springs
Attn: Cuong Nguyen
11710 Telegraph Road
Santa Fe Springs, CA 90670

O. NONDISCRIMINATION

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

P. COMPLIANCE WITH THE LAW

The City shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

Q. SEVERABILITY

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

R. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or equity.

S. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

T. EFFECTIVE DATE

The effective date of this Agreement shall be on the date this Agreement is executed by the County's Chief Executive Officer. City is prohibited from using

Agreement Funds for any outreach efforts or activities that occur prior to the effective date of this Agreement.

U. ASSIGNMENTS AND SUBCONTRACTS

City shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

Any assumption, assignment, delegation, or takeover of any of City's duties, responsibilities, obligations or performance of same by any entity other than City, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

V. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

W. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>). The City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The City, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the City, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the City to termination of contractual agreements as well as civil liability.

IN WITNESS WHEREOF, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

CITY OF SANTA FE SPRINGS

By: _____
Raymond R. Cruz
City Manager

Date

ATTEST:

Janet Martinez
City Clerk

By: _____

Date

APPROVED AS TO FORM FOR THE CITY:

Ivy M. Tsai
City Attorney

By: _____

Date

COUNTY OF LOS ANGELES

By: _____
Sachi A. Hamai
Chief Executive Officer

Date

APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham
County Counsel

By: _____

Date

Principal Deputy County Counsel

EXHIBIT A

RESPONSIBILITIES & REQUIREMENTS

A Council resolution, order, motion, ordinance or similar document shall be received by the County before the parties can enter into a valid subaward Agreement. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.	
Task 1 -- Strategic Implementation Plan	
In order for City to directly receive its census funding allocation, the City must provide the County with the City's Strategic Implementation Plan, which shall address subtasks 1.1 through 1.8. The County's Chief Executive Office must approve (in writing) the Strategic Implementation Plan.	
1.1	Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond (HTC) with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach – City shall describe its approach to outreach, including: <ul style="list-style-type: none">• Identification of least likely to respond areas and populations vis-a-vis census blocks within the local jurisdiction (to locate the census blocks within your City that qualify as HTC based on the CA-HTC Index and/or the U.S. Census Bureau's Low Response Score (LRS) please refer to the following link: http://arcg.is/1PyCTz).• Identification of specific strategies, tactics and timelines to educate motivate and activate City's HTC areas/populations• How will the City utilize partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census Questionnaire.
1.3	Partnership Coordination -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the California Complete Count Committee, the County Complete Count Committee, schools, community-based organizations, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City's plan must be consistent with the requirements of the California Complete Count's Language and Communications Access

	Plan, as further delineated at https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf .
1.5	Budget – City shall provide a budget proposal for the City’s allocated funding provided by the County including, but not limited to: <ul style="list-style-type: none"> • Administrative costs (not to exceed 5% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.6	Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements as indicated in Exhibit C, regarding the use of volunteers during 2020 Census outreach.
1.7	Timeline of activities during the term of this contract.
1.8	City shall describe its intention to measure results throughout the contract. City shall include specific details in its Strategic Implementation Plan such as: <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach
Task 2 – Activities Report	
2.0	Immediately upon contract execution, City shall submit on a monthly basis, an Activities Tracking Sheet documenting any events held and/or expenditures made using Agreement Funds.
Task 3 - Written Progress Report	
3.0	No later than February 14, 2020, City shall submit a written report to County which must include: <ul style="list-style-type: none"> • Completed Activities Tracking Sheets so that information is prepared for SWORD data uploads, • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Final Report	
4.0	A final report is due on August 31, 2020 . At a minimum, the final report shall include: <ul style="list-style-type: none"> • Local response outcome including specific self-response rate

	<ul style="list-style-type: none"> • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign • Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction • Evaluations, criteria used and further recommendations for 2030
Task 5 – Final Expenditure Report	
5.0	A final expenditure report is due on within ninety (90) days after the end of the City's fiscal year ending in June 2021 . The final report shall itemize actual expenditures funded by monies received pursuant to this Agreement.

BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENT**

Cities with allocations greater than \$10,000.00 will receive funds in increments. Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein.

BREAKDOWN OF PAYMENT**Total Allocation:**

	Milestone	Payment Percentage	Payment Amount	Anticipated Payment Date
1	Strategic Implementation Plan	50%	\$7,274.00	Upon County Approval
2	Progress Report	40%	\$5,819.20	Upon County Approval
3	Final Report	10%	\$1,454.80	Upon County Approval
			Total Contract: \$14,548.00	

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice pursuant to Exhibit B, Section 1A. In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

- A. The City shall submit invoices, in accordance with the payment schedule above. Each line item listed on invoice must represent an allowable or approved expenditure. Invoices must include the following:
 - 1) Agreement number;
 - 2) Invoice number;
 - 3) Invoice date;
 - 4) Invoice total;
 - 5) City's remittal address;
 - 6) Billing and/or performance period covered by invoice;
- B. Invoices shall be submitted physically to the address listed below:

County of Los Angeles – Chief Executive Office

**222 South Hill Street, 5th Floor
Los Angeles, CA 90012**

Attn: Naftali Sampson

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the State's Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

3. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County's disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County's written notice.
- C. If the City fails to submit a corrected Final Invoice within the time required, or if the City's corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

January 9, 2020

NEW BUSINESS

Ann Street Improvements – Award of Contract

RECOMMENDATION

- Accept the bids;
- Award a contract to R.J.Noble Company of Orange, California, in the amount of \$511,650.80; and
- Authorize the Mayor to execute the Agreement with R.J. Noble Company

BACKGROUND

The Ann Street Improvements project is from Sorensen Avenue to Santa Fe Springs Road and from Sorensen Avenue to the southerly Cul-De-Sac. The project consists of the removal of existing asphalt concrete pavement surface and the placement of new asphalt concrete pavement thereon. 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.

Bids were opened on December 3, 2019 and a total of six bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and has determined that all bid proposals are in compliance with the project specifications. The low bidder for the project was R.J.Noble Company of Orange, California, in the amount of \$511,650.80. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
R.J. Noble Company	\$511,650.80
All American Asphalt	\$533,844.00
Sequel Contractors Inc.	\$549,768.00
Hardy and Harper.	\$570,000.00
Excel Paving Company	\$588,365.00
Onyx Paving Company	\$777,000.00

The bid submitted by R.J.Noble Company in the amount of \$511,650.80 is approximately 7.3% below the Engineer's Estimate of \$552,000.00.


The Department of Public Works has reviewed the bids and has determined the low bid submitted by R.J.Noble Company to be responsive and responsible.

LEGAL REVIEW

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

FISCAL IMPACT

The Ann Street Improvement project is an approved Capital Improvement Plan (CIP) project with an original budget of \$890,340. City staff modified the pavement structural

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

Date of Report: January 3, 2020

section to avoid potential shallow utility infrastructures and yet still provide the necessary strength for the roadway. This results in an overall reduction of original project costs. Staff anticipates a savings of approximately \$148,000.

Construction	\$511,650.80
Design	\$42,000.00
Engineering	\$42,000.00
Inspection	\$52,000.00
Contingency	<u>\$94,349.20</u>
Total	\$742,000.00

INFRASTRUCTURE IMPACT

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

*for*

Raymond R. Cruz
City Manager

Attachment:
Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
ANN STREET IMPROVEMENTS
(Santa Fe Springs Road to Sorensen Avenue)

This Contract Agreement is made and entered into the above-stated project this 9th day of January, 2020, BY AND BETWEEN the City of Santa Fe Springs as AGENCY, and R.J. Noble Company as CONTRACTOR in the amount of **\$511,650.80**.

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

By:

NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

JUANITA TRUJILLO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

January 9, 2020

NEW BUSINESS

Custodial Services EE Building Maintenance Request for Contract Increase

RECOMMENDATION

- Provide staff with direction on the request from EE Building Maintenance for a 5% increase to the existing Custodial Services contract amount.

BACKGROUND

EE Building Maintenance (EE) is the current vendor providing custodial services for the City since July 1, 2018. During the term of this agreement, the State of California mandated an increase to the minimum wage, two times. The minimum wage during time of the award of contract was \$11.00. The minimum wage is currently at \$12.00 per hour and is set to increase to \$13.00 per hour January 1, 2020. The five percent (5%) increase represents \$25,815, for a total of \$542,127 to their new contract. The request for the 5% is based on the increase in the minimum wage and the rising cost for EE to obtain Workers Compensation Insurance. EE should have been aware of the minimum wage mandates by the State at the time of the bidding of the contract.

The term of the custodial services Agreement is three (3) years, with the right to renew the Agreement for an additional two (2) 1-year terms at the end of the first term based on performance and approval by the City Council. The end of the three year term is June 30, 2021. Staff request Council provide direction on the request for the 5% increase. Possible options are listed below:

Possible Options

1. Accept 5% increase to the contract, retroactive to January 1, 2020.
2. Decline 5% increase.
3. Offer an increase ranging from 1%-4.9%.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Custodial Services contract. However, the proposed increase of approximately \$25,815 is not included in the PW Operations and Maintenance budget.

INFRASTRUCTURE IMPACT

The proposed rate increase to the contract will not affect the custodial services provided.

For 
Raymond R. Cruz
City Manager

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: January 2, 2020

January 9, 2020



City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

Acceptance of 2017 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of a MX908-c Hazardous Material Monitor for the Department of Fire-Rescue.

RECOMMENDATION

- Accept 2017 State Homeland Security Grant Program (SHSGP) funds in the amount of \$91,564.85 and authorize the purchase of one (1) MX908-c hazardous materials monitor from 908 Devices Inc.

BACKGROUND

The 2017 State Homeland Security Grant Program (SHSGP) has a performance period of three (3) years and closes for spending in March of 2020. The 2017 grant has awarded funds for the purchase of one (1) Mass Spectrometry hazardous materials monitor for the Department of Fire-Rescue. The monitor will be utilized for both response capabilities as well as training at the Regional Training Center for Hazardous Materials Specialist training.

The MX908-c monitor utilizes the latest technology for gas/vapor, liquids, and solids. It is the world's first and only hand-held tool utilizing high-pressure mass spectrometry for trace level chemical detection and identification. Primarily utilized in the laboratory environment, this technology has been developed into a hand-held device for field testing by the military, police, and hazardous materials teams that identify particles to sensitivity in the parts-per-billion (ppb). The MX908-c is the latest, most advanced, hand-held, and ruggedized equipment for rapid and accurate identification of potentially hazardous materials and chemicals, including chemical warfare agents, Opioids/Fentanyl, explosives, and precursors to other dangerous agents. The monitor has been certified to the latest military standards for ruggedness, including drop, shock, vibration, temperature, and immersion. A credit of \$5000.00 on the purchase is being granted for documentation of decommissioning an old, non-functional monitor, that has been out of service for many years. A 4-year warranty and on-site training for Santa Fe Springs Fire Rescue personnel are included in the total purchase price.

The State Homeland Security Grant Program (SHSGP) awarded the funds to the Department of Fire Rescue in order for the Department to maintain their Hazardous Materials Type-1 status with the State. The MX908-c monitor meets all State requirements for a Type-1 Hazardous Materials Team.



City of Santa Fe Springs

City Council Meeting

January 9, 2020

908 Devices is the sole manufacturer and sole provider for the MX908-c monitor to all Fire, Police, and Environmental Health agencies in the State of California. This includes any and all system upgrade or trade-in offers, 24/7 support, product warranty, user specific training, and any future services to be performed by these devices.

No other bids were pursued due to 908 Devices Inc. being the sole manufacturer and sole provider of the unit in the State of California. A sole source letter from 908 Devices Inc. is attached.

Vendor

908 Devices Inc.

Amount

\$96,564.85

FISCAL IMPACT

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

For 
Raymond R. Cruz
City Manager

Attachment(s)

1. 908 Devices Inc. MX908-c Quotation
2. 908 Devices Inc. Sole Source Letter
3. MX908-c Technical literature, specification sheets



645 Summer Street, 2nd Floor
Boston, MA 02210

Prepared By Tom Keller
Email tkeller@908devices.com

Created Date 12/11/2019
Quote Number 90802920
Expiration Date 2/12/2020

Customer

Contact Name Jay Joiner
Phone
Email jayjoiner@firedynamicsservices.com

Bill To Name Santa Fe Springs Fire Department
Bill To Fire Station 3
Santa Fe Springs, CA 90670-4619
UNITED STATES

Ship To Name Santa Fe Springs Fire Department

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
820-00828	Captive Sampling Tubes, MX908 (10 count)	Captive Sampling Tubes, MX908 (package of 10)	\$39.00	1.00	\$39.00
820-00807	Extended Vapor Probe, MX908	Extended Vapor Probe, coiled Teflon tubing, extendable from 2' - 5' (.6 - 1.5m), MX908	\$199.00	1.00	\$199.00
820-00907	Foam-tipped Applicator Swabs, MX908	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	\$39.00	4.00	\$156.00
MX908-05-1-0-03	MX908-c S5	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes five (5) years of warranty and support and one (1) on-site training class (10 students max, expires 6 months after purchase, CONUS only). Available only to US government or pre-approved customers.	\$91,000.00	1.00	\$91,000.00
N/A	Sales Tax	State Sales Tax	\$9,175.85	1.00	\$9,175.85
415-00042	Trace Sampling Swabs, MX908 (100 count)	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total)	\$199.00	4.00	\$796.00
900-20000	Trade-In, M908 or MX908	Discount for trade-in of pre-approved instrumentation. Only valid when purchasing M908 or MX908 handheld mass spectrometer with a warranty/support package of 2 years or greater. Trade-in must be received within 30 days of delivery.	(\$5,000.00)	1.00	(\$5,000.00)
415-00044	Training Kit, Chemical samples, MX908	Chemical training kit for MX908	\$199.00	1.00	\$199.00



645 Summer Street, 2nd Floor
Boston, MA 02210

Grand Total \$96,564.85
US Dollars

Delivery, Banking & Payment Information

DELIVERY: <90 Days ARO
PAYMENT TERMS: NET 30 Days
SHIPPING TERMS: FOB Origin, Freight Prepaid

CAGE 6RTZ6
DUNS 078437853

Terms & Conditions

Terms of Sale

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. GENERAL.** 908 Devices Inc., ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
- 2. PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.
- 3. TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
- 4. TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars. Buyer agrees to pay for all fees associated with the method of payment (e.g. wire fees). Payment by credit card will be subject to a 3.50% fee.
- 5. DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
- 6. TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.



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Boston, MA 02210

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Seller's quote, for Products, or if none indicated then as specified in. Seller's product documentation, published specifications or package inserts. If a period of time is not specified in Seller's quote, product documentation, published specifications or package inserts, the warranty period shall be one (1) year. The warranty period will start 30 days from the date of shipment to Buyer for equipment; and thirty (30) days for all other products, including replaceable cores (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware



645 Summer Street, 2nd Floor
Boston, MA 02210

products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **INTELLECTUAL PROPERTY RIGHTS.** 908 Devices exclusively owns and retains all intellectual property rights in and to the Products and technology that is in and included with the Products. No license or other rights, either express or implied, are granted by 908 Devices to Buyer under these Terms of Sale with respect to any such intellectual property rights. For more information about 908 Devices' patent portfolio, see www.908devices.com/patents.

The Product may not be disassembled or otherwise reverse engineered or analyzed by chemical, radiograph or other nondestructive tests or scans; for example, and not by way of limitation, any housing or other enclosure encasing any component of the Product may not be opened and any security locks, stickers, seals or notices that are affixed to the Product may not be opened or removed.

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645 Summer 27 Drydock Ave.
Boston MA 02210
www.908devices.com

October 1, 2019

To whom it may concern:

The purpose of this letter is to support sole brand justification for the acquisition of goods.

908 Devices Inc. is the manufacturer and sole service provider, of M908 and MX908 Handheld High Pressure Mass Spectrometer (HPMS™), the only available handheld HPMS system. Additionally, 908 Devices Inc. is the only authorized point of service, support, and maintenance for these systems, including certified training, warranty, repair, upgrades and technical support.

MX908 is the only available handheld HPMS (high pressure mass spec) on the market for use in public safety. MX908 utilizes patented technology. List of patents available as needed.

Sole source verification can be made to 908 Devices Inc. by contacting the Vice President of Sales at the company's main telephone number at (857) 254-1500.

Please feel free to contact me on any issue regarding this matter at (508) 523-1658 or dmassingham@908devices.com.

Sincerely,

DL Massingham

Dave Massingham
Director State & Local Programs
908 Devices - US Safety & Security



Rugged Mass Spec for Trace
Detection and Identification
of CWAs & TICs

EXPANSIVE THREAT DETECTION

MX908™ leverages high-pressure mass spectrometry™ (HPMS) to deliver dramatically enhanced sensitivity for identification of chemical warfare agents (CWAs), toxic industrial chemicals (TICs) and more. In addition to traditional agents and threat materials, MX908 is a field-deployable tool that can identify A-series CWAs, also known as fourth generation agents (FGAs) or Novichoks, at trace levels.

CLOSING THE CAPABILITY GAP

As the threat landscape continues to evolve, responders must adapt to ensure they're equipped to address threats as they arise. Whether identifying military grade warfare agent, mitigating an active incident, or validating decontamination, responders need the selectivity to distinguish between threats and the sensitivity for high fidelity trace detection. With MX908, elite federal, military and civilian responders have the quick, confident intelligence they need to ensure the safety of their team and the public.

MISSIONS:

- Site exploitation
- Border security
- HazMat response
- Checkpoint security
- Postal security
- Event security

THREAT CATEGORIES:

- CWAs (including Novichoks)
- Fentanyl/Opioids
- Emerging threats
- Explosives
- TIC/TIM
- Precursors

SAMPLING MODES:

- Trace-level vapors, solids and liquids

OPERATIONAL STRENGTHS:

- Fast start up
- Rapid analysis
- Trace detection (low - mid ppb)
- Powered by mass spectrometry
- Heightened sensitivity and selectivity
- Unmistakable audio and visual alerts
- Simple interface
- Low maintenance



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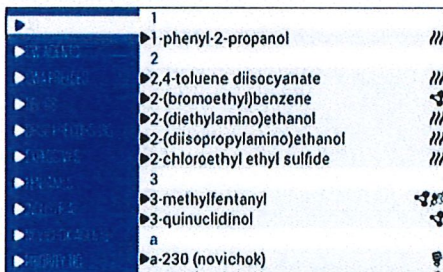




MX908 is rugged and meets the requirements for use in harsh environments.



MX908 is equipped with modular accessories for ease of transition between solid and vapor sample types.



The enhanced selectivity of MX908 allows for even broader threat category coverage.

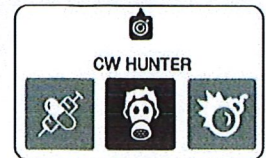


A clear interface allows users to select a Mission Mode based on their response scenario, or the Hazard Survey mode for an even broader analysis.

MX908 is subject to export controls, including those of the Export Administration Regulations of the U.S. Department of Commerce, which may restrict or require license for the export of product from the United States and their res-export to and from other countries.
Patented technology www.908devices.com
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MX908 Mission Modes use specialized software configurations to optimize performance for specific mission objectives.

CW Hunter is a mission mode for the detection of priority chemical warfare agents, including A-series (Novichoks). Delivers real-time vapor quantification.



Drug Hunter is a mission mode for the detection of drugs such as: fentanyl and fentanyl-analogues, along with other high priority drugs-of-abuse.

Explosives Hunter is a mission mode for the detection of priority threats from military and commercial grade explosives, to homemade energetics and relevant precursors.



SPECIFICATIONS

Size	29.8 x 21.6 x 12.2 cm (11.8 x 8.5 x 4.8 in)
Power	Replaceable, hot swappable batteries with >3 hours of continuous operation (2 spare batteries included)
Display	Adjustable ultra-bright backlit display for direct sunlight and nighttime conditions, 12.7 cm (5 in)
Weight	3.9 kg (8.7 lbs), including batteries
Ionization Source	Non-radioactive, internal ionization, variable energy, dual polarity
Sample Introduction	Continuous gas/vapor analysis; rapid trace-to-bulk solid/liquid analysis via thermal desorption swabs
Alarm Type	Audio and visual for both detection and identification
Software	Embedded, self-contained, on-board analytics
Decontamination	IP-54 rated, chemical resistant housing spray/splash and wipe down
Operating Temperature	0°-40° C (32°-110° F)
Storage Temperature	-20°-60° C (-4°-140° F)
Ruggedness	MIL-STD-810G



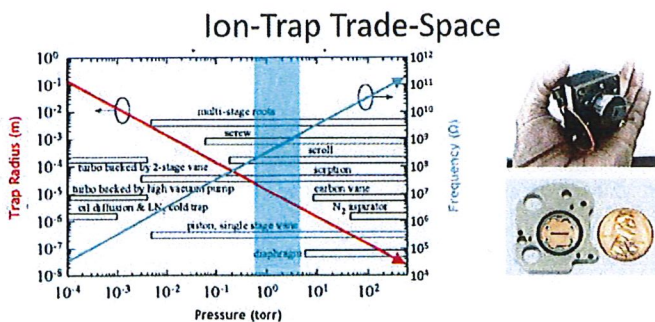
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TECH NOTE 2.0

Multi-Mission Threat Detection with Handheld High Pressure Mass Spectrometry

Overview

Effective threat detection using chemical analysis requires an instrument that responds across a wide range of target materials, is able to distinguish those targets when present in complex real-world backgrounds, and is compatible with many different sample types. Additional system requirements include the need for high sample throughput, high confidence in the analysis result, and low limits of detection. The MX908™ handheld high pressure mass spectrometer represents a significant step forward toward meeting these requirements. The core of the MX908 is a high-pressure mass spectrometer™ (HPMS) coupled with a fast-switching dual-polarity ionization source that allows the instrument to screen a single sample multiple times for a wide range of explosives, CWAs, and drugs of abuse. Swappable front-end modules enable real-time vapor monitoring and alarming at low parts-per-billion levels or thermal desorption of solid and liquid samples at tens of nanograms with sample-to-result times of 30 seconds. The powerful on-board analytics streamline the data processing workflow to provide clear answers and easy instrument operation. Specialized mission modes offer optimized hardware and software configurations for enhanced operational performance under specified mission objectives.



Ring Electrode Schematic

Ω Ion trap radio frequency (Hz)
 V_{max} operating peak voltage
 q_{max} 0.908

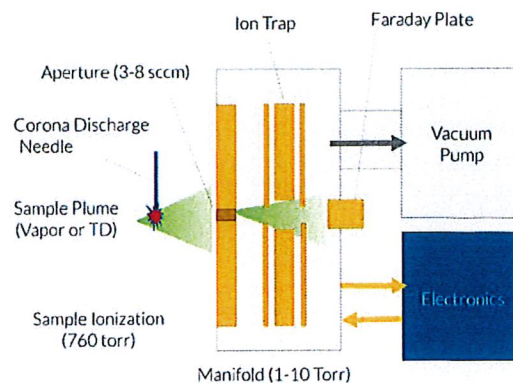
Mass Range

$$\left(\frac{m}{e}\right)_{max} = \frac{8V_{max}}{q_{max}\Omega^2(r_0^2 + 2z_0^2)}$$

Mass Resolution

$$\frac{\Delta m}{m} \propto \frac{2\sqrt{3}c}{\Omega}$$

MX908 Schematic

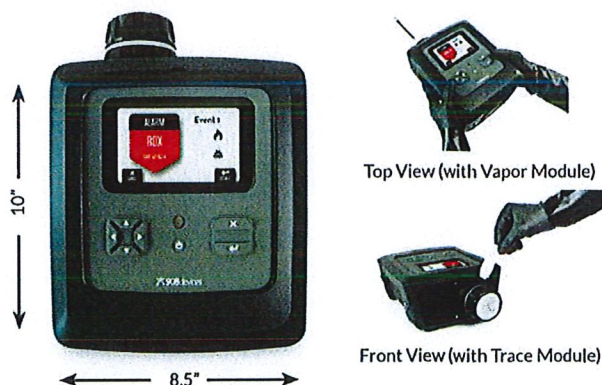


USPTO 8,878,127 Miniature charged particle trap

HPMS Theory

The high vacuum requirement intrinsic to most mass spectrometers is relaxed in ion trap-based instruments. By further reducing the dimensions of the ion trap to <1 mm, mass spectrometry (MS) at pressures as high as 10 Torr can be performed while simultaneously decreasing the total volume held under vacuum. This ability to operate at higher pressures (relative to other MS platforms) eliminates the need for expensive, large, power-hungry, and highly fragile turbo and rough vacuum pumps. Pressures of 1 torr can be readily achieved with low-power scroll pumps.

The MX908 Commercial Product



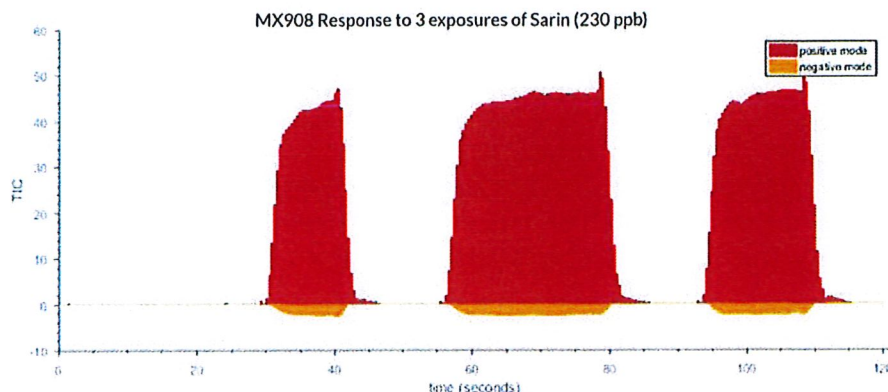
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TECH NOTE 2.0

Multi-Mission Threat Detection with Handheld High Pressure Mass Spectrometry

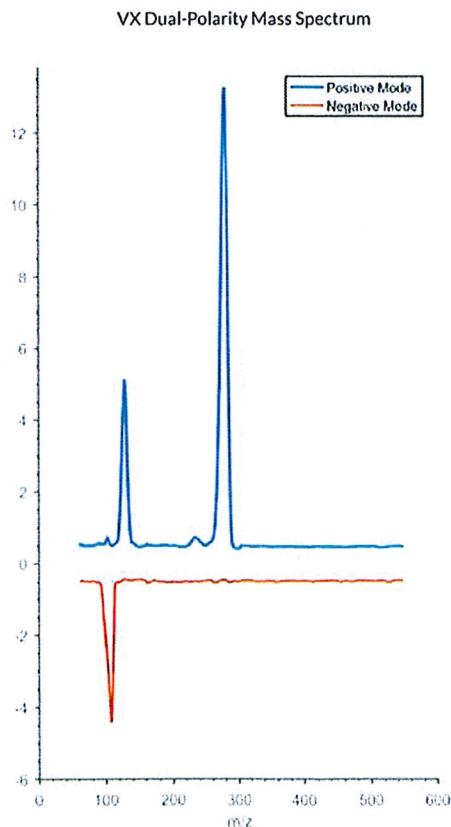
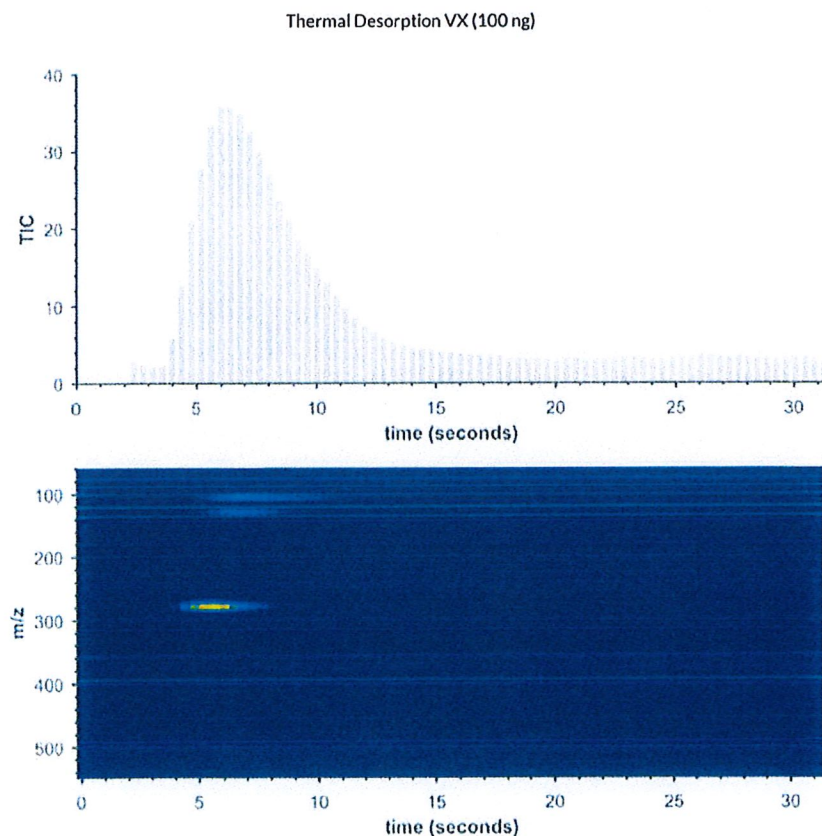
Example: Real-Time Vapor Detection – CWA

The data below demonstrate real-time vapor detection at low ppb levels. The response onset and recovery times of the MX908 are on the order of a few seconds for most threat vapors.



Example: TD-HPMS – CWA and Explosive Residues

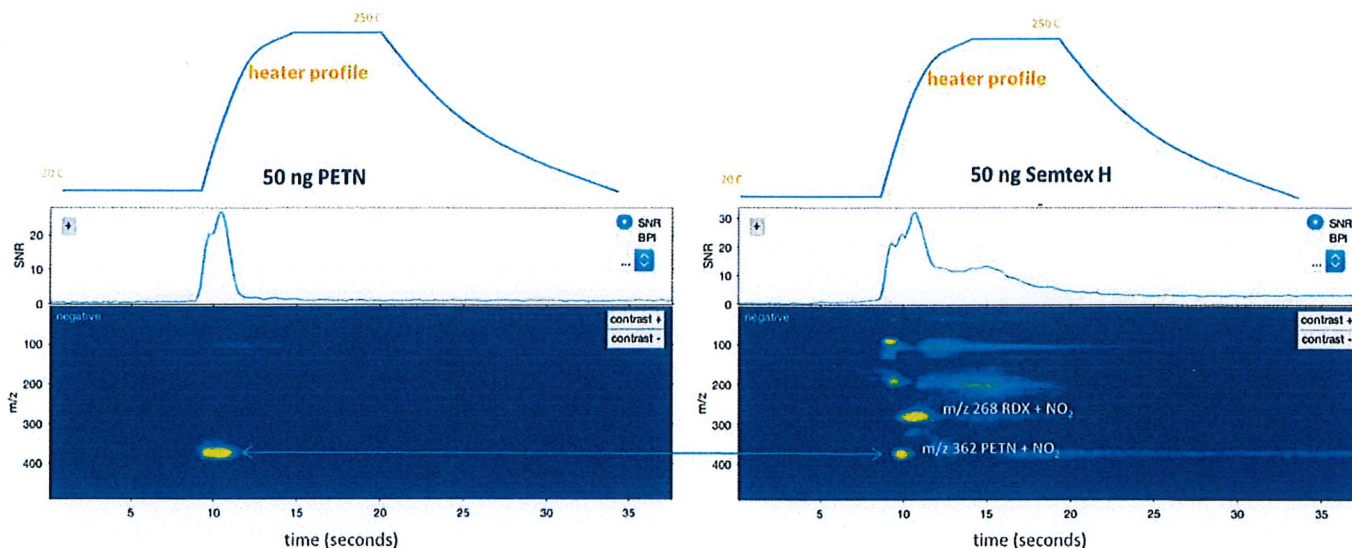
An integrated thermal desorber provides controlled heating of a sample collected on a swab. This trace analysis module enables the detection of persistent threats on surfaces at low nanogram levels. The charts below demonstrate the response of the instrument to 100 ng of liquid VX.



TECH NOTE 2.0

Multi-Mission Threat Detection with Handheld High Pressure Mass Spectrometry

Negative mode MS is particularly beneficial to the detection of several organonitrate and some inorganic explosive compounds. Trace (<500 ng) detection of pure PETN as well as detection of both PETN and RDX in a Semtex H formulation is shown below.



MX908 Mission Modes

The MX908's Mission Modes are specialized hardware and software configurations for enhanced operational performance to meet specified mission objectives.

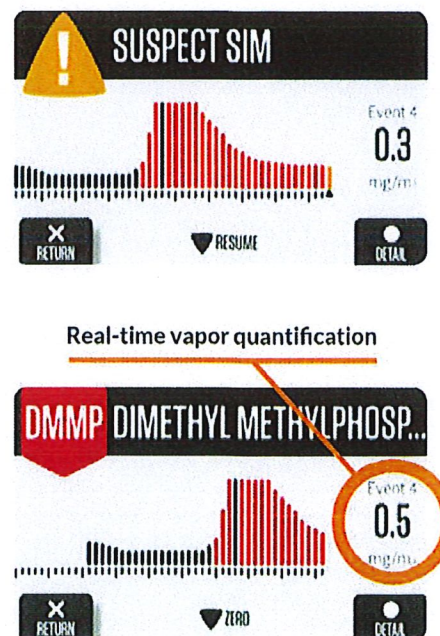
CW Hunter Mission Mode:

CW Hunter scans for CWAs and Simulants with a specific set of instrument settings that offer the highest possible sensitivity to this class of compounds. This Mission mode also provides the approximate vapor concentration detected by the instrument.

Agent	Lowest concentration with min SNR for alarm*	Estimated limit of ID	Response time to plateau
GB	13 ppb	20-50 ppb	2 seconds (@40 ppb)
GA	9.7 ppb	20-50 ppb	4 seconds (@100 ppb)
GD	16 ppb	20-50 ppb	Not Run
GF	21 ppb	20-50 ppb	10 seconds (@40 ppb)
HD	~500 ppb	500 ppb	Not Run
VX	10 ppb**	10 ppb**	Not Run

* Reference concentrations for GA, GB, GD, GF, HD from calibrated MiniCAMS

** VX purity as delivered was very low, will require further analytical validation; reference information from GC-MS pending



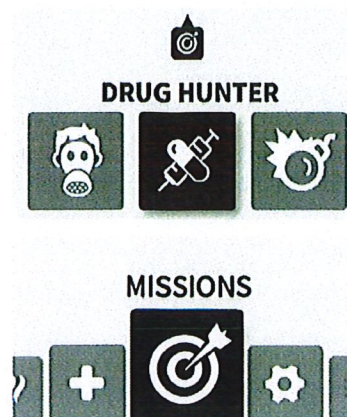
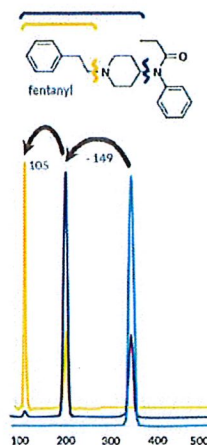
TECH NOTE 2.0

Multi-Mission Threat Detection with Handheld High Pressure Mass Spectrometry

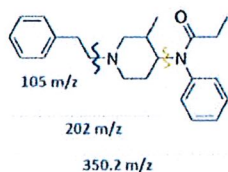
Drug Hunter Mission Mode:

Drug Hunter generates a series of mass spectral scans with progressive fragmentation voltages (collisionally induced dissociation) to selectively create & confirm the expected mass fragments of the drug targets of interest.

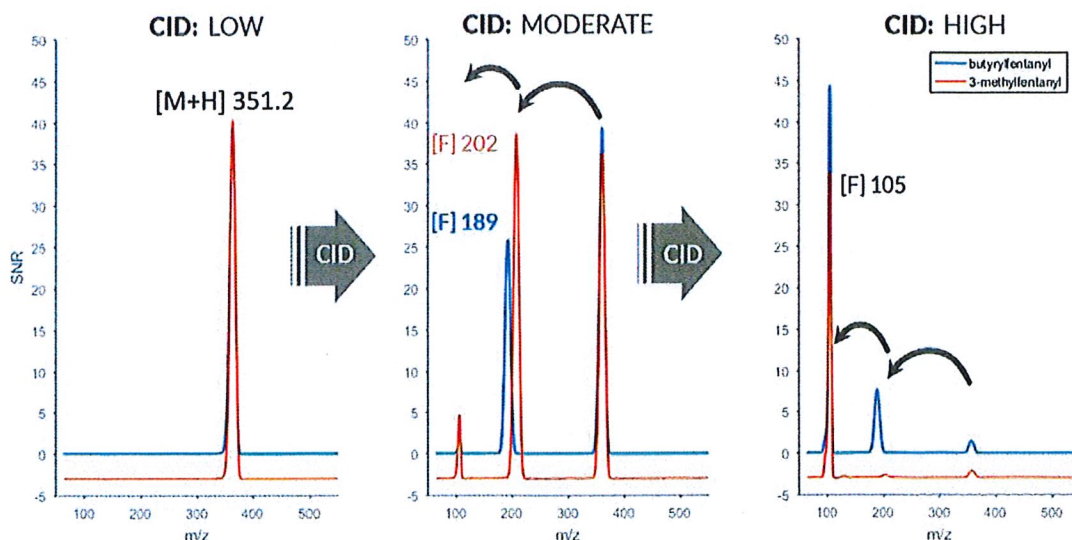
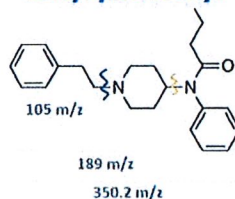
This process is automatic and occurs within milliseconds during operation in the Drug Hunter Mission.



3-methylfentanyl



butyrylfentanyl



CONCLUSIONS

The fast-switching dual-polarity MX908 offers true trace detection capabilities in both vapor (LODs in the 10s of ppbv) and thermal desorption (LODs ~10s of ng on swab) modes. This platform is a comprehensive multi-mission solution that scans the full range of explosives, drugs of abuse, chemical warfare agents (CWAs) and relevant precursors on a single sample. The MX908 HPMS platform is commercially available and continues to undergo rigorous field testing and algorithm refinement.

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WHITE PAPER

Actionable Information from High Pressure Mass Spectrometry

By: David Ladd, Owner and Principal, Blackthorn Services Group, LLC, and former Director of Massachusetts' Hazardous Materials Response Division

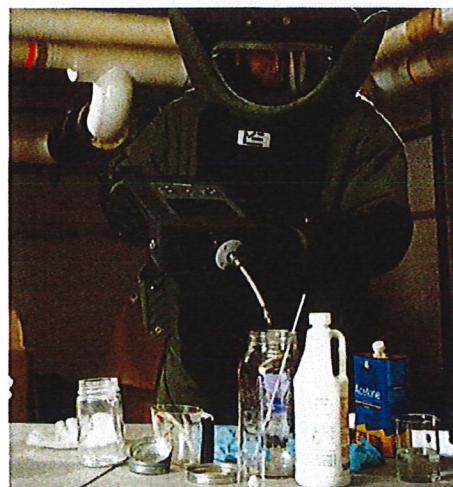
Virtually all hazardous materials response teams have been to a possible chemical incident in a high-profile building with multiple illnesses. Nothing else is known except that people are worried and the Incident Commander is under pressure to get answers quickly. That incident commander needs actionable information that will conclude the incident or allow effective actions to minimize danger to the responders and the public. Information is critical to guide the medical treatment of those reporting illness and to provide mitigation options for hazard removal. Conversely or concurrently, *definitive* information is sought that will ease public concern, media hype, and political pressure. Is this incident an act of terrorism, a leaky air conditioning system, an exterminator's errant application of pesticides, or something else?

As minutes pass, the incident takes on a life of its own. Speculation builds, word spreads. Soon, concern and inquiry come from unusual places, such as state and federal agencies or even from high-level operations centers in Washington, D.C. Everyone wants to know *what* is happening and *how* will it be mitigated.

In many hazardous materials response teams, for critical incidents of this nature, a reconnaissance entry (recon) is likely. The objective of a recon is to determine apparent risk and possible immediate cause. A recon is generally conducted by two members in high-level personal protective equipment (PPE) with an array of detection technologies, including pH paper, a radiological survey meter, a multi-gas meter (for detecting flammable vapors and O_2 at a minimum), a photoionization meter (PID), and possibly some version of an ion mobility spectrometer (IMS).

While a recon may begin to point the investigation in one direction or another, it is almost never actionable by itself. The limits of the detection technologies carried in the recon simply don't provide the sensitivity, specificity and detail necessary to make high-consequence decisions. For chemical detection, the responder must consider what information can be derived from these technologies in an unknown environment. The multi-gas meter can tell if there is an elevation or depression of the O_2 concentration, the presence of an uncorrected explosive atmosphere, and even the concentration of other gases based on the configuration of the meter. However, the sensors in the meter may be subject to known interferences and cross-sensitivities. A PID will only provide an uncorrected concentration of a gas or vapor within the ionization potential of the bulb and the detection sensitivity of the meter, so very little actionable information can be deduced. While IMS is quite sensitive, with detection sensitivity for organophosphate-based chemical weapons in the 0.009 - 0.017 parts-per-million (ppm) range in 11 - 30 seconds¹, it is so subject to interferences that it is dangerous (from a risk communication standpoint) to determine the presence of chemical weapons based IMS alone. Thus, it is generally the case that a second, more directed survey mission will need to follow the recon. Depending on the analytical equipment capabilities of the team, a third sampling mission may be necessary if the secondary survey locates a possible causative substance. Each entry adds minutes or hours to the time before actionable information is obtained.

Enter high-pressure mass spectrometry (HPMS). HPMS was developed as a handheld downrange chemical threat detector that is ready for operation in less than one minute. Indeed, the capabilities of HPMS devices are expanding with each new version. The latest embodiment crosses a major threshold by bringing actionable information to a recon-capable package. When used as a recon or survey tool in the vapor mode, the HPMS meter can be carried with hand straps or a shoulder sling while sampling. When a target threat is detected, the instrument produces a visual (and optional audible) alarm. But unlike other meters that can be rapidly deployed, HPMS identifies materials with high certainty. Based on independent testing against the same chemical weapons used



MX908 provides priority threat confirmation for fast incident mitigation.

“HPMS was developed as a handheld downrange chemical threat detector that is ready for operation in less than one minute.”

WHITE PAPER

Actionable Information from High Pressure Mass Spectrometry

to cite the IMS capabilities above, HPMS can detect *and identify* an agent at 0.019 ppm in 5.2 seconds². Similar results can be achieved for precursor, degradation products, and high-consequence toxic industrial chemicals. In its "CW Hunter" mode, the HPMS meter also provides the concentration of the identified chemical agent (in mg/m³).

An added benefit of the HPMS device is that it can be switched from vapor mode to trace mode during down range operations. If a suspect substance is located during recon (or other subsequent entry), a trace sample can be collected and analyzed in the hot zone without having to package the sample or mount a subsequent entry for such purposes. Again, this provides opportunities to develop actionable information earlier, faster and with greater confidence than was previously possible.

"Everyone wants to know *what* is happening and *how* will it be mitigated."

Information provided with mass spectrometry with such speed and sensitivity is truly actionable. The detection and identification of chemicals with HPMS carries sufficient surety to warrant definitive action, medical treatment and communication. Of equal importance is the ability to infer the absence of any threats stored in the HPMS library. Ruling out threats is actionable for narrowing or reducing the level of concern at an incident.

In the face of an ever-growing range of chemical threats and the public concern that they generate, response teams must look to improve strategies, methods, and technologies to maintain an edge. HPMS makes gold-standard detection and analytical capability smaller, lighter, faster and more affordable than ever. Portable devices powered by HPMS are opening the door to help teams improve their ability to protect the public in a range of scenarios, including high-profile incidents.

REFERENCES: 1. Source: Hazmaster G3 Software, Version 21. 2. Source: MRI Global. 908 Devices MX908 System Chemical Warfare Agent Vapor Testing and CWA, Explosives, and Toxic Chemical Thermal Desorption Testing on Instrument 3, May 5, 2017, MRI Global Project No. 311448-Mod 4.

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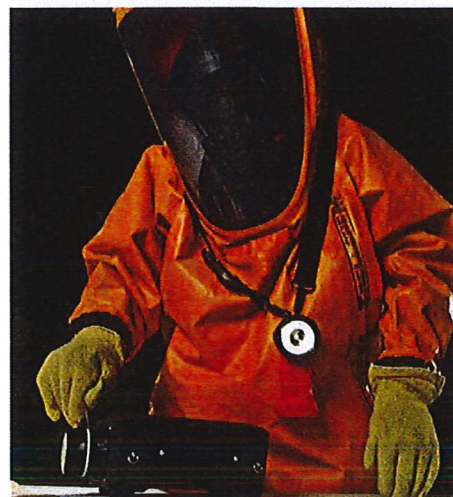
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MX908 serves a broad range of chemical detection and identification missions.



Portable HPMS devices are shelf ready for a variety of downrange operations.



MX908 offers true trace level detection and identification of priority threats.

CASE STUDY

Analysis Comparison of Street Fentanyl

The opioid abuse crisis is rapidly spreading throughout communities across the United States and the rest of the world. In 2015 alone, opioids were involved in the death of 33,091 US citizens – a number that has quadrupled since 1999¹. In 2016, the Center for Disease Control (CDC) cited an additional increase of 28%, linking opioid abuse to more than 42,000 fatalities². At 100 to 10,000 times the strength of morphine, fentanyl is typically used in small quantities and is often combined with other street drugs (such as heroine, cocaine and MDMA) or benign cutting agents to deliver the drug into a person's system. Even trace amounts that are invisible by the human eye can cause an overdose.

This crisis has first responders on alert and has unleashed a call to action for technology manufacturers to develop powerful solutions to detect and identify trace quantities of this mighty drug. Here we outline a real-world scenario that demonstrates the detection capabilities of several go-to first responder tools.

The Situation

During an incident at a suburban residence, a local HazMat team seized a small sample of what appeared to be street fentanyl. After an independent laboratory verified the presence of fentanyl, we were asked to participate in a technology comparison. We evaluated the effectiveness of three portable techniques: Raman, FT-IR, and high pressure mass spectrometry™ (HPMS).

Analysis by Raman

Raman spectroscopy is a go-to tool because of its high selectivity and ability to differentiate between 10,000+ different compounds through sealed packaging. However, Raman is primarily used as a bulk technique. This means a visible amount of sample is required to make the measurement and it is rarely suitable for detecting trace-level concentrations. Here, the Raman analysis failed as fluorescence interfered with the measurement and the estimated run time was upwards of 4 hours.

Analysis by FT-IR

Similar to Raman, FT-IR is more suitable for bulk material identification and is also highly selective. Here, FT-IR was only able to detect a carbohydrate, which serves as a cutting agent used to dilute highly toxic opioids. No fentanyl was detected using this technique, despite the fact that the FT-IR instrument was equipped with a library of fentanyl and its related analogues.

Analysis by HPMS

HPMS is a novel technology that powers the MX908. This analytical technique is both highly selective and sensitive, making it the technology of choice for a wide range of chemical threats. Here, a sample estimated to be in the low nanograms was measured on the MX908 using its Drug Hunter mode. The device was clearly able to identify fentanyl in the presence of the cutting agent in less than 60 seconds.



MX908's new Drug Hunter mode unlocks additional resolving power from the device's existing hardware to dramatically upgrade selectivity, which provides first responders with optimal detection and identification capabilities for a subset of the device's target list, including a broad range of fentanyls, opioids, and amphetamines.

CASE STUDY

Analysis Comparison of Street Fentanyl

About MX908

MX908™ leverages high-pressure mass spectrometry to deliver dramatically enhanced sensitivity and broader threat category coverage. This down-range tool increases mission support with unmatched flexibility and trace detection power for responders in priority drug, chemical, explosive and high-threat hazmat scenarios. MX908 lightens the overall technology burden by displacing other less selective technologies from the response toolkit.

About Mission Modes

The MX908's Mission Modes are specialized hardware and software configurations for enhanced operational performance under specified mission objectives. Drug Hunter, which was used in this analysis, is a mission mode for the detection and identification of drugs and pharmaceutical-based agents (PBAs) including fentanyl and fentanyl-analogues, heroin, cocaine, and amphetamines. When Drug Hunter is selected, the MX908 hardware reconfigures to provide optimal efficiency and mass spectral selectivity using sequential fragmentation to selectively create and confirm the expected mass fragments of the drug targets of interest.

"The opioid abuse crisis is rapidly spreading throughout communities across the country. In 2015 alone, opioids were involved in the death of 33,091 US citizens – a number that has quadrupled since 1999¹."

The abuse of fentanyl and other opioids is a crisis within communities all across the country. Due to their potency, fentanyls can be present at very low levels and still pose a severe hazard to first responders and civilians alike.

As demonstrated in this case study, Raman and FTIR are not practical technologies for the detection of trace substances. While great for bulk material identification, they cannot detect minor mixture components below the 5-10% level.

Here, HPMS demonstrated the capability to positively identify a trace amount of fentanyl in less than 60-seconds. The sensitivity of MX908 enables the identification of fentanyl and its analogues down to 0.1%, even in a complex mixture.

REFERENCES: 1. <https://www.cdc.gov/drugoverdose/epidemic/index.html>. 2. https://www.cdc.gov/nchs/data/databriefs/db294_table.pdf#page=4

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DRUG HUNTER



CW HUNTER



EX HUNTER

MX908 Mission Modes enhance performance using specialized software configurations to optimize operational performance for mission objectives.

Drug Hunter: is a mission mode for the detection of drugs and pharmaceutical-based agents (PBAs) such as: fentanyl and fentanyl-analogues, along with other high priority drugs-of-abuse.

Explosives Hunter: is a mission mode for the detection of priority threats from military and commercial grade explosives, to homemade energetics and relevant precursors.

CWA Hunter: is a mission mode for the detection of priority chemical warfare agents, including real-time vapor quantification.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16A

January 9, 2020

PRESENTATION

Introduction of Public Works New Employee – Kevin Periman, Municipal Services Manager

RECOMMENDATION

- The Mayor may wish to call upon the Director of Public Works, Noe Negrete to introduce Kevin Periman.

BACKGROUND

Mr. Kevin Periman is the new Municipal Services Manager in the Department of Public Works and joined our City on December 30, 2019. He is in attendance at today's Council meeting for introduction to the City Council and community.

For 
Raymond R. Cruz
City Manager

Report Submitted By: Noe Negrete
Director of Public Works



Date of Report: January 2, 2020



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16B

January 9, 2020

PRESENTATION

Introduction of Department of Community Services New Employee – Gustavo Hernandez, Parks & Recreation Services Manager

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce Gustavo Hernandez.

BACKGROUND

Mr. Gustavo Hernandez is the new Parks & Recreation Services Manager in the Parks & Recreation Division of the Department of Community Services. His first date of employment was on Monday, December 30, 2019. He is at tonight's Council meeting to be introduced to the City Council and the community.

For 
Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16C

January 9, 2020

PRESENTATION

Recognition of 2019 Holiday Home Decorating Contest Winners

RECOMMENDATION)

Recognize the 2019 Holiday Home Decorating Contest Winners.

BACKGROUND

The annual holiday home decorating contest is presented by the Beautification Committee. Each year the holiday home decorating contest is open to all Santa Fe Springs residents at no charge to participate. Entry forms are required for participation and the deadline for submission was on Friday, December 6, 2019.

Marketing for the contest consisted of articles in the city brochure and entry forms available at all city facilities and distributed at several special events.

A total of 12 entries were received this year. The judging committee toured the City on Friday, December 13, 2019. The judging committee scored each entry on a variety of categories, with the top 10 scoring entries being recognized as 2019 holiday home decorating contest winners.

Winners received their lawn sign in time to display it during the holiday season while they still had their decorations up.

Tonight, we will be recognizing the 2019 holiday home decorating contest winners with photo plaques, in addition to the lawn signs that they received in December.

2019 Holiday Home Decorating Winners

- Manny Valdez
- Alex Leiva
- Daniel Canchola
- Juan C. Moreno
- Flor Speakman
- Michael Michado
- Sergio Ramirez
- Kathy Haindl
- Al Mona Maestas
- Aide Quevedo

2019 Honorable Mentions

- Daniel Landy
- Manuel Cabrera

The Mayor may wish to call upon Acting Community Services Supervisor, Eric Ey, to assist with the presentation.



Raymond R. Cruz
City Manager