



AGENDA

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

**April 23, 2020
6:00 P.M.**

VIA TELECONFERENCE

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

******GOVERNOR'S EXECUTIVE ORDER N-29-20****
REGARDING CORONAVIRUS COVID-19**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472 Password: 659847

Telephonically: Dial: 888-475-4499 Meeting ID: 521620472

Public Participation: You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

1. CALL TO ORDER

2. ROLL CALL

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

- 3. PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

PUBLIC FINANCING AUTHORITY

4. CONSENT AGENDA

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

- a. Minutes of the March 26, 2020 Public Financing Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

5. CONSENT AGENDA

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

- a. Minutes of the March 26, 2020 Water Utility Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the March 26, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

7. CONSENT AGENDA

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

Minutes of the March 26, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

8. CONSENT AGENDA

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

Minutes of the March 26, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

NEW BUSINESS

9. Citywide Street and Parking Lot Sweeping Services – Contract Extension (Public Works)

Recommendation:

- Award a contract extension to Nationwide Environmental Services, Division of Joe's Sweeping, Inc. ("Nationwide") to provide Citywide Street and Parking Lot Sweeping Services;
- Approve a 3.4% Cost-of-Living Adjustment (COLA) to the contract with Nationwide effective July 1, 2020, bringing the monthly amount to \$12,494.86; and
- Authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services.

10. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

11. COUNCIL COMMENTS

RECESS TO CLOSED SESSION [will not take place on Zoom or over telephone]

CLOSED SESSION

12. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

13. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

14. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One Case

CLOSED SESSION

16. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

RECONVENE MEETING [on Zoom and over telephone]

17. CLOSED SESSION REPORT

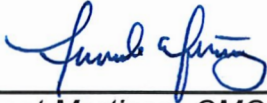
18. ADJOURNMENT

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.

City of Santa Fe Springs
Regular Meetings

April 23, 2020

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; city's website at www.santafesprings.org; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

April 16, 2020

Date Posted

**FOR ITEM NO. 4A
PLEASE SEE ITEM NO. 8**



City of Santa Fe Springs

Public Financing Authority Meeting

ITEM NO. 4B

April 23, 2020

CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 03/31/20

None

Outstanding principal at 03/31/20

\$38,140,344

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz
City Manager/Executive Director

**FOR ITEM NO. 5A
PLEASE SEE ITEM NO. 8**



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 03/31/20	None
Outstanding principal at 03/31/20	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 03/31/20	None
Outstanding principal at 03/31/20	\$1,425,000

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

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

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

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



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

April 23, 2020

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Whittier Water Connection Project

The City of Whittier has provided comments on the bid documents, and Tetra Tech has incorporated these comments into the Plans and Specifications.


City staff is reviewing the submitted documents and will finalize the bid documents by early May 2020. However, in the course of the final design, City staff found that the existing SCADA system requires an upgrade. This requirement will be incorporated into the design and will create a delay to the project by an additional month. City staff anticipates requesting authorization to advertise from Council in late May 2020.

FISCAL IMPACT

The design of the Whittier Water Connection is fully funded from the Water Capital Improvement Projects Fund. However, funding has not been allocated for the construction of the project. Staff estimates project construction to be approximately \$250,000 - \$280,000. At the time staff requests the Award of Contract, staff will also request for construction funding for the project.

INFRASTRUCTURE IMPACT

The Whittier Water Connection Project will increase the water capacity into the City and reduce the dependency on the current connection with the Metropolitan Water District.


Raymond R. Cruz
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works



Date of Report: April 16, 2020

FOR ITEM NO. 6
PLEASE SEE ITEM NO. 8

FOR ITEM NO. 7
PLEASE SEE ITEM NO. 8



City of Santa Fe Springs

City Council Meeting

April 23, 2020

CONSENT AGENDA

Minutes of the March 26, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- March 26, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. March 26, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 26, 2020

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order via teleconference at 6:03 p.m.

2. **ROLL CALL**

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

Members absent: None

Fernando N. Muñoz, City Clerk Technician announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

13. **PUBLIC COMMENTS**

Mayor Rounds announced that Item No. 13 – Public Comments – would be considered at this time. City Clerk Technician read into the record an email submitted by resident Elena Lopez regarding what the City is doing to help its residents during the COVID-19 pandemic.

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

- a. Minutes of the February 27, 2020 Public Financing Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve Item Nos. 3A and 3B, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

- a. Minutes of the February 27, 2020 Water Utility Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)
Recommendation:
 - Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects (Public Works)
Recommendation:
 - Receive and file the report.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, to approve Item Nos. 4A, 4B, and 4C, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

HOUSING SUCCESSOR

5. CONSENT AGENDA

Minutes of the February 27, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Mora, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

NEW BUSINESS

- 6.** Amendment Number One ("Amendment") to the Exclusive Negotiating Agreement (ENA) by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ("Housing Successor"), The Whole Child, a California nonprofit public benefit corporation, Habitat for Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer") (Planning)

Recommendation:

- Approve the Amendment between the Housing Successor and Developer to extend Negotiation Period for an additional 120-day "extension period" commencing March 26, 2020, by mutual agreement; and
- Authorize the Mayor or designee to execute the Amendment between the Housing Successor and Developer to extend the Negotiation Period for an additional 120-day "extension period" commencing March 26, 2020, by mutual agreement.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, to approve the Amendment between the Housing Successor and Developer to extend Negotiation Period for an additional 120-day "extension period"

commencing March 26, 2020, by mutual agreement, and authorize the Mayor or designee to execute the Amendment between the Housing Successor and Developer to extend the Negotiation Period for an additional 120-day "extension period" commencing March 26, 2020, by mutual agreement, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

7. CONSENT AGENDA

Minutes of the February 27, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

CITY COUNCIL

8. CONSENT AGENDA

- a. Minutes of the February 27, 2020 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Rivera Road Street Improvements – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment (less 5% Retention) to R.J. Noble Company of Orange, California in the amount of \$543,291.70 for the subject project.

- c. Ann Street Improvements – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment (less 5% Retention) to R.J. Noble Company of Orange, California in the amount of \$532,466.48 for the subject project.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to approve Items Nos. 8A, 8B, and 8C, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

NEW BUSINESS

9. Discussion of Possible Changes to City Council Meeting Agendas, Including Waiving of 6:30 p.m. Start Time (City Attorney)

Recommendation:

- Waive 6:30 p.m. start time for second portion of City Council meetings until further action.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, waive the 6:30 p.m. start time for second portion of City Council meetings until further action, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

10. 2019 General Plan Housing Element Annual Progress Report (Planning)

Recommendation:

- Find and determine that the Annual Progress Report is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b) (3). The 2019 Annual Report was assessed in accordance with the authority and criteria contained in CEQA and the State CEQA Guidelines. It can be seen with certainty that there is no possibility that the report may have a significant effect on the environment. The report does not authorize construction and any future development proposed pursuant to the programs in the City's Housing Element will require separate environmental analysis when details of those proposals are known.
- Authorize staff to forward the 2019 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

Director of Planning, Wayne Morrell, introduced Karen Warner. Every year the State mandates reporting from each city and contains progress on the City's regional housing needs. The City set a goal for 60 inspections and completed 94 residential code enforcement cases. She also spoke about the sale of HARP Properties and Affordable Housing Development Assistance. She also spoke about the City's Accessory Dwelling Units and Section 8 Rental Assistance. She also spoke about the Lakeland/Laurel Project.

Mayor Rounds asked about the ownership of the Millergrove property. Director of Planning, Wayne Morrell stated that it is still under ownership of the Housing Successor. Mayor Rounds and Councilmember Trujillo expressed concern about hearing this mentioned for the first time.

Councilmember Zamora requested a physical copy of the presentation slides.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to find and determine that the Annual Progress Report is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b) (3). The 2019 Annual Report was assessed in accordance with the authority and criteria contained in CEQA and the State CEQA Guidelines. It can be seen with certainty that there is no possibility that the report may have a significant effect on the environment. The report does not authorize construction and any future

development proposed pursuant to the programs in the City's Housing Element will require separate environmental analysis when details of those proposals are known, and to authorize staff to forward the 2019 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR), by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

11. Authorize a Purchase from Toyota Material Handling Solutions of Santa Fe Springs for one (1) 8,000 lb. Capacity Toyota Forklift (Finance)

Recommendation:

- Award an order to Toyota Material Handling Solutions for one (1) Toyota Forklift in the amount of \$50,884.15.
- Authorize the Director of Purchasing to issue a purchase order for this transaction.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, to award an order to Toyota Material Handling Solutions for one (1) Toyota Forklift in the amount of \$50,884.15, and to authorize the Director of Purchasing to issue a purchase order for this transaction, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

12. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about the City's response to the COVID-19 pandemic. He spoke about the dissemination of information from the City's website and applauded the department heads on their great work. He also spoke about businesses contacting the City and the County to ask for exemptions to stay open, citing that it is neither body's authority to grant exemptions. Lastly, he also spoke about contacting State Senator Archuleta to relay the City's concerns regarding the CalPERS rates during the pandemic.
- Director of Public Works, Noe Negrete provided an update on split staffing measures taken to promote social distancing. He also stated that all projects are currently on hold.
- Director of Planning, Wayne Morrell reported that the Building Department is functioning more-or-less as usual. He also spoke about the tables set outside City Hall to pickup and drop off building plans.
- Director of Police Services, Dino Torres had nothing to report.
- Fire Chief Brent Hayward spoke about the number of confirmed COVID-19 cases in Los Angeles County and surrounding cities. He noted that cities with a population of 25,000 do not have a defined reporting system provided by the County as of the current date. He stated that City paramedics are following CDC and County Health assessment guidelines. He also stated that the Fire-Rescue Department is doing tracking and has plans and

protocols in place for testing employees and encouraged those who could to stay home.

- Director of Finance and Administrative Services, Travis Hickey recognized the Technology Services staff for helping set up City staff with remote access to have them work from home. He also stated that he has as limited staff possible while still running daily essential functions.
- Director of Community Services, Maricela Balderas spoke about SASSFA continuing to provide frozen meals at the Gus Velasco Neighborhood Center on Mondays and Wednesdays. Starting next week on April 1, all meals will be delivered by SASSFA to encourage seniors to stay home. She also announced that the VITA Tax Program has been suspended and that all original appointments will be rescheduled once restrictions have been lifted. She announced that Parks and Recreation Staff routinely visit parks to ensure proper closure signage is displayed and to patrol for vandalism. She also said that the City Library is extending the due date for books until June 1st. Lastly, she also reported that various postings with varied information on resources is being shared on the City's social media accounts. She announced the creation of a virtual recreation center on the City's website.

13. PUBLIC COMMENTS

This Item was moved to the beginning of the meeting.

14. COUNCIL COMMENTS

Councilmember Rodriguez thanked the department heads and first responders for keeping everyone safe. She encouraged everyone to stay at home.

Councilmember Trujillo thanked staff for doing everything to keep staff safe. She wanted to let staff know that she is proud of their work and to know that the City supports them. She also encouraged residents to support City restaurants.

Councilmember Zamora thanked first responders and staff for their work. He also stated that the City is looking out for all its residents and encouraged everyone to stay home.

Mayor Pro Tem Mora thanked department heads for keeping Council informed. He also thanked staff for continuing to provide support to the City's residents. He asked everyone to practice good hygiene and to please stay at home and assured everyone that the City will get through this pandemic.

Mayor Rounds talked about the unprecedented challenges that the City faces, and thanked department heads for creating solutions to deal with the pandemic.

CLOSED SESSION

15. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to Government Code section 54956.9(d)(4): Two cases

CLOSED SESSION

16. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

17. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

CLOSED SESSION

18. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

19. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

Mayor Rounds recessed the meeting at 7:02 p.m.

Mayor Rounds reconvened the meeting at 8:17 p.m.

City Attorney, Ivy M. Tsai provided a report on the closed session item: Direction was given to staff and no reportable action was taken.

20. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:19 p.m.

William K. Rounds
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

April 23, 2020

NEW BUSINESS

Citywide Street and Parking Lot Sweeping Services – Contract Extension

RECOMMENDATION

- Award a contract extension to Nationwide Environmental Services, Division of Joe's Sweeping, Inc. ("Nationwide") to provide Citywide Street and Parking Lot Sweeping Services;
- Approve a 3.4% Cost-of-Living Adjustment (COLA) to the contract with Nationwide effective July 1, 2020, bringing the monthly amount to \$12,494.86; and
- Authorize the Mayor to execute a Service Agreement with Nationwide Environmental Services of Norwalk, California to provide Citywide Street and Parking Lot Sweeping Services.

BACKGROUND

The City Council, at their meeting of April 13, 2017, awarded a contract to Nationwide to provide citywide street and parking lot sweeping services. The term of the contract is set for a 3-year term and two additional 1-year terms, based on contract compliance and performance, and the City Council's approval. City staff has evaluated Nationwide's performance during the term of their contract and determined that they have done an excellent job, with minimal complaints from residents and businesses.

Nationwide has requested that the City Council consider extending the contract for an additional five years with a 3.4% COLA. In addition, they would like to have the ability to request a cost-of-living-adjustment (COLA) on each subsequent anniversary date. The current contract with Nationwide is for an annual cost of \$145,008 (\$12,084 per month).

Staff is recommending that the City Council extend the contract to Nationwide for a 5-year term, effective July 1, 2020. Additionally, staff recommends a 3.4% cost-of-living increase to the contract, bringing the annual contract amount to \$149,938.32 (\$12,494.86 per month). The net annual contract increase is \$4,930.32.

Staff believes that if the contract is put out to bid, the bids will come in significantly higher. The contract was last bid in June 2012, which is over seven years ago. The following represents the bids received, which was the total for three years, and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Nationwide Environmental Services	\$381,600.00
Nationwide Environmental Services (proposed)	\$449,814.96
R.F. Dickson Company, Inc.	\$470,658.24
Clean Street	\$512,208.00
Athens Services	\$619,933.68
American Sweeping	\$639,288.00
Venco Power Sweeping, Inc.	\$700,200.00

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: April 16, 2020

The proposed annual fee by Nationwide (\$449,814.96) is still less than the second-lowest bid referenced above when the City Council awarded the initial contract to Nationwide back in January 2014.

LEGAL REVIEW

The City Attorney's office has reviewed the Citywide Street and Parking Lot Sweeping Services Agreement.

FISCAL IMPACT

The cost of the contract with Nationwide will be included in the Department of Public Works budget for Fiscal Year 2020/21, which will increase by \$4,930.32.

INFRASTRUCTURE IMPACT

The contract with Nationwide ensures that the City's streets are kept clean and the safety and welfare of the City's residents and businesses is maintained.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Citywide Street and Parking Lot Sweeping Services Agreement

**CITY OF SANTA FE SPRINGS
CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT
WITH
NATIONWIDE ENVIRONMENTAL SERVICES**

This Citywide Street and Parking Lot Sweeping Services Agreement ("Agreement") is made and effective as of the 1st of July, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect for a period of five years, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services described and set forth in Exhibit A ("Services"), in accordance with the schedules set forth in Exhibits B and C, all attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$12,494.86 (\$149,938.32 for the year) for the first year of the Agreement term. Thereafter, Contractor may increase its fees no more than once a year for the remaining term of this Agreement, on the anniversary of the Effective Date, upon sixty (60) days' prior written notice to City, provided that no increase shall exceed the Consumer Price Index (CPI) for all Urban Consumers, for the Los Angeles-Long Beach-Anaheim area, for all items, using February as the index base period, and rounding to the nearest tenth of a percent.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

- C. Contractor will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's Services or fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Contractor, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Contractor's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Contractor and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Contractor will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation,

benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law

from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Director of Public Works
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To Contractor:	Ani Samuelian, President Nationwide Environmental Services of Norwalk 11914 Front Street Norwalk, CA 90650
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17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City which shall not be unreasonably withheld or delayed. Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the

Citywide Street And Parking Lot Sweeping Services
Agreement

interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

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

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination

made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA FE SPRINGS

CONTRACTOR
Nationwide Environmental Services of Norwalk

William K. Rounds, Mayor

Ani Samuelian, President

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Parking Lot Sweeping Schedule
	Exhibit C	Street Sweeping Schedule
	Exhibit D	Insurance Requirements

EXHIBIT A

CITY OF SANTA FE SPRINGS

CITYWIDE STREET AND PARKING LOT SWEEPING SERVICES AGREEMENT

SCOPE OF SERVICES

General

The Contractor shall perform all work covered by this Agreement in a manner satisfactory to the Contract Administrator. The work to be done shall include the furnishing of all labor, material, equipment, tools, and any other incidental expenses necessary to perform the services as detailed below.

Street Sweeping Services

- A. In general, all streets with medians must be swept on both the curb side and painted side. All streets and alleyways in the City, with or without curb and gutter must be swept.
- B. Sweep all parking lots specified in attached Exhibit B once per week.
- C. Each section or portion of street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, shall be swept during the posted times. Each section or portion of street that is not posted, either with or without curb and gutter, shall also be swept. Every attempt shall be made to sweep curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.
- D. Residential streets shall be swept during the posted hours. Sweeping routes for the residential areas have been separated by day and time in attached **Exhibit C**.
- E. The Contract Administrator will negotiate with the Contractor a sweeping schedule and routes for industrial and commercial streets. All industrial and commercial streets, and the median curb and median areas shall be swept between the hours of 10:00 p.m. to 5:00 a.m.
- F. The Contractor will be responsible for the cost of providing the water required for operating the street sweeping equipment. The Contractor will not use City of Santa Fe Springs water sources to perform street and parking lot sweeping services.
- G. The discharge of non-storm water into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited by Storm water and Runoff Pollution Control Regulations, and under the Federal Clean Water Act.

- H. Contractor shall sweep in the vicinity of schools at times which do not conflict with parking, pickup and drop off times
- I. Contractor shall report to the Contract Administrator any encroachment of vegetation which impairs one's ability to sweep.
- J. Extra Sweeping – Emergency: There shall be a two-hour maximum response time for emergency sweeping after requested by the Contract Administrator. Emergency sweeping shall be paid at a rate of \$75.00 per hour for actual time spent in the City performing the emergency work.
- K. Extra Sweeping – Non-Emergency: Non-emergency sweeping shall take place no later than the same or next business day after requested by Contract Administrator. Non-emergency sweeping shall be paid at a rate of \$60.00 per hour for actual time spent in the City performing non-emergency work.
- L. Any extra work performed beyond what is described in Exhibit A, Street Sweeping Services, shall not be performed without prior authorization from the Contract Administrator.

Public Relations

- A. The Contractor shall maintain an office and at all times during the hours between 8:00 a.m. and 5:00 p.m. of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Contract Administrator.
- B. The Contractor shall provide the telephone number of a designated employee available between 5:00 p.m. and 8:00 a.m. for emergency calls and complaints from the City.
- C. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection by the Contract Administrator.
- D. The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Contract Administrator within twenty-four (24) hours as to the action taken concerning each complaint.
- E. The Contractor is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within two hours after request is received.

- F. The Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. The Contractor shall report to the Contract Administrator the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.
- G. The Contractor shall provide all labor, materials and equipment to install traffic control devices advising the public of hazards due to cleaning. Upon completion of the work, the Contractor shall promptly remove all signs and warning devices.

Coordination with Other City Programs

The Contractor is required to establish and maintain good working relationships with various departments in the City. The Contractor shall be responsible for cooperating and coordinating with the following City programs:

- A. Waste Collection Program: This program consists of the collection of garbage and recyclable materials in the residential areas. The frequency of collection is once a week and the days of collection are Mondays, Tuesdays and Wednesdays.
- B. Tree Pruning Program: The City prunes street trees on a three-year trim cycle and also removes trees as necessary. Tree crews work daily, Mondays through Fridays.
- C. Road Work: City, County, and utility maintenance forces make street repairs on an as-needed basis. Coordinate with the City's Department of Public Works for ongoing street and waterline projects.
- D. Traffic Counters: The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters, which utilize one or more hoses, placed in the roadway. The Contractor shall work with the City on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the traffic counter equipment and appurtenances. If the Contractor's equipment causes damage to such a counter or its appurtenances, the Contractor shall bear the entire cost of restoration, repair, testing, or replacement of the traffic counter.

Personnel and Supervision

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this Agreement. The Contractor shall require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public.

The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor shall check with the Contract Administrator weekly as to (1) schedule of work, (2) complaints, and (3) adequacy of performance.

Equipment and Materials

Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. Sweeper speed and broom pattern shall be in accordance with manufacturer's recommendations. Sweepers, when driven, shall not exceed the posted speed limit.

All equipment shall be:

- A. Standard full size motorized street sweeper;
- B. An air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick-up capabilities, with dual gutter brooms;
- C. Maintained in top running condition, including arriving clean for each daily schedule.
- D. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time; and
- E. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Santa Fe Springs". The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
- F. Contractor shall comply with all applicable air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. All power sweeping equipment (including Strand Sweeper) must use alternative fuel in accordance with the South Coast Air Quality Management District Rule No. 1186.1.

Schedule Variations

- A. Notification. Whenever the schedule of work is not followed, for any reason, the Contractor shall notify the Contract Administrator and get approval to modify the sweeping schedule.
- B. Holidays. In the event that the scheduled sweeping day for an area falls on a City holiday, sweeping shall be scheduled and take place either the day previous to the holiday, the day immediately after the holiday or on the same day one week after the holiday, depending upon the direction of the Contract Administrator. The following days are designated by the City as holidays:
 - 1. New Year's Day.
 - 2. Martin Luther King Jr.'s Birthday.
 - 3. Lincoln's Birthday.
 - 4. Washington's Birthday.
 - 5. Cesar Chavez's Birthday
 - 6. Memorial Day.

7. Independence Day.
8. Labor Day.
9. Veteran's Day.
10. Thanksgiving Day.
11. Day after Thanksgiving Day.
12. The day before Christmas from 12 noon until 5 p.m., if Christmas falls on a day other than Saturday, Sunday, or Monday.
13. Christmas Day.
14. The day after Christmas, in those years in which Christmas falls on a Thursday.
15. Every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

- C. Weather. In the event weather cancels any sweeping, the work shall be made up at an agreed upon time and day following contact with the Contract Administrator.
- D. Equipment Failure. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, the Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, the Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames.\
- E. Documentation. In the event that equipment or operator failure results in designated and posted streets being neglected and at no time during the same business day are those neglected streets swept - irrespective of whether the designated time frames are met - the Contractor shall be responsible for recording and reporting the neglected curb miles and credit the City on the applicable month's billing for services not rendered.

Failure of the Contractor to account for and report on the applicable monthly billing statement, of neglected streets not swept during regularly scheduled time frames due to the Contractor's failure to provide services, may be construed as a material breach of contract. If Contractor neglects sweeping on designated street, he or she shall sweep the street at his sole cost, at the Contract Administrator's request or discretion.

Sweeping Descriptions

- A. Specifically, street sweeping shall include picking up silt, mud, sand, dirt, paper, leaves, grass, miscellaneous debris and standing water in swales.
- B. Parking lots shall be swept for full coverage of area on the parking lot side of bumpers. Parking lots that are not equipped with wheel stops (bumpers) shall have the curb and gutter swept by whatever means necessary in order to provide appropriate and requested service, irrespective of the type of approved equipment

utilized by the Contractor. In particular, gutters and drainage channels shall not be allowed to accumulate debris to the extent that water is obstructed and impeded from reaching intended drainage inlets.

- C. The Contractor shall provide sufficient water for the street sweeping equipment necessary to comply with the Agreement and to assure that the curb and gutter are left in a clean condition and the amount of dust during the sweeping is kept to a minimum.
- D. The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.
- E. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours.
- F. No work will be permitted on major streets between the hours of 7:00 a.m. - 8:30 a.m. and 4:00 p.m. - 7:00 p.m., except for emergency call-out services. Major streets are defined as Imperial Highway, Florence Avenue, Telegraph Road, Slauson Avenue and Washington Boulevard.

Disposal of Sweepings and/or Debris

- A. The Contractor shall be responsible for the cost of disposal of all sweepings and debris.

Service Inspection and Deficiencies

- A. The Contractor must employ sufficient personnel to perform all work as scheduled and approved by Contract Administrator. All work shall be performed in accordance with this agreement so as to maintain a pleasing aesthetic appearance.
- B. The Contract Administrator and the Contractor will meet on a mutually agreed schedule. Inspection of the areas included in the Agreement will be made by the City and Contractor. The results of each inspection will be recorded, forwarded to the Contractor and retained for reference.
- C. The Contractor is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within the time specified by the Contract Administrator. If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.
- D. The Contractor shall contact the Contract Administrator on a weekly basis for notification of deficiencies requiring correction or for changes of any type.

Damages

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

EXHIBIT B

PARKING LOT SWEEPING SCHEDULE

PARKING LOTS

Aquatic Center	10145 Pioneer Boulevard	Sunday
Center Court	10340 Orr & Day Road	Sunday
City Hall (West Side)	11710 E. Telegraph Road	Sunday
Heritage Park (Main Lot)	12100 Mora Drive	Wednesday
Heritage Park (North Lot)	12100 Mora Drive	Wednesday
Lake Center School (South Lot)	11641 E. Florence Avenue	Sunday
Lake Center School (Basketball Court)	11641 E. Florence Avenue	Sunday
Library (South Side)	11700 E. Telegraph Road	Sunday
Little Lake Park (North Lot)	10900 Pioneer Blvd	Wednesday
Little Lake Park (South Lot)	10900 Pioneer Boulevard	Wednesday
Los Nietos Park	11155 Chatsworth Road	Sunday
Municipal Services Yard (Interior)	12636 Emmens Way	Wednesday
Neighborhood Center	9255 S. Pioneer Blvd	Wednesday
Santa Fe High School	10400 Orr & Day	Sunday
Santa Fe Athletic Field	9720 Pioneer Blvd	Wednesday
Santa Fe Springs Park	10068 Cedardale Drive	Wednesday
Town Center Hall/Post Office	11740 E. Telegraph Road	Sunday

EXHIBIT C

STREET SWEEPING SCHEDULE

Week 1

Monday	Commercial & Industrial – Imperial Hwy to Southern City Limit, West City Limit to East City Limit
Tuesday	Residential Streets & Alleys
Wednesday	Municipal Services Yard, and Fulton Wells
Thursday	Residential Streets and Alleys
Friday	Commercial & Industrial – Telegraph Rd to Imperial Hwy, West City Limit to East City Limit

Week 2

Monday	Commercial & Industrial –Telegraph Rd to Northern City Limit, West City Limit to East City Limit
Tuesday	Residential Streets and Alleys
Wednesday	Municipal Services Yard, and Fulton Wells
Thursday	Residential Streets and Alleys
Friday	Citywide Raised/Painted Medians and Major Intersections

EXHIBIT D

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage and to be endorsed to include pollution liability (written on form CA9948 or its exact equivalent). If such endorsement is not available, then a stand-alone Transportation Pollution Liability policy is required.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for

workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.