



# AGENDA

## **REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL**

**March 2, 2021  
6:00 P.M.**

### **VIA TELECONFERENCE**

***Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, 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 comments in writing by sending them to the City Clerk at [cityclerk@santafesprings.org](mailto:cityclerk@santafesprings.org). All written comments received by 12:00 p.m. the day of the City Council meeting will be distributed to the City Council and made a part of the official record of the meeting. You may contact the City Clerk's Office at (562) 868-0511 ext. 7314 with any questions.

**1. CALL TO ORDER**

**2. ROLL CALL**

Jay Sarno, Councilmember  
Juanita Trujillo, Councilmember  
Joe Angel Zamora, Councilmember  
Annette Rodriguez, Mayor Pro Tem  
John M. Mora, Mayor

**3. INVOCATION**

**4. PLEDGE OF ALLEGIANCE**

**5. 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.*

**HOUSING SUCCESSOR**

**PUBLIC HEARING**

**6. [Resolutions approving Purchase and Sale Agreements with the Richman Group of California Development Company, LLC. And TWC Housing, LLC. For portions of the property located at 13231 Lakeland Road, at the northwest corner of Laurel Avenue and Lakeland Road \(Planning\)](#)**

**Recommendation:**

- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with The Richman Group of California Development Company, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of affordable family and special needs rental housing, with a focus on providing a preference in rental to veterans; and
- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with TWC Housing LLC, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of Interim affordable housing for families and veterans families experiencing homelessness; and
- Find that the approval of the Purchase and Sale Agreements is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and of CEQA sections 15352 and 15378.
- Approve the Section 33433 Report; and
- Adopt Resolution No. HS-2021-001, approving the Purchase and Sale Agreement with The Richman Group of California Development Company; and
- Adopt Resolution No. HS-2021-002, approving the Purchase and Sale Agreement with TWC Housing LLC.

**SUCCESSOR AGENCY**

**7. CONSENT AGENDA**

*No items to be considered*

**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.*

a. [Minutes of the January 18, 2021 Special City Council Meeting \(City Clerk\)](#)

**Recommendation:**

- Approve the minutes as submitted.

b. [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.

c. [Resolution No. 9705 – Ordering Engineer’s Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1 \(Public Works\)](#)

**Recommendation:**

- Adopt Resolution No. 9705, ordering the preparation of the Engineer’s Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

d. [Resolution No. 9706 – Ordering Engineer’s Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. No. 2001-01 \(Hawkins Street and Palm Drive\) \(Public Works\)](#)

**Recommendation:**

- Adopt Resolution No. 9706, ordering the preparation of the Engineer’s Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

e. [A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 \(pursuant to Government Code section 8630\) \(City Attorney\)](#)

**Recommendation:**

- Adopt Resolution No. 9707:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE

SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

**PUBLIC HEARING**

9. [Annual Weed Abatement Program \(City Clerk/Planning\)](#)

**Recommendation:**

- Conduct a Public Hearing on Weed Abatement and direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

**INTRODUCTION OF ORDINANCE**

10. [Introduction of Ordinance No. 1117 – An Ordinance adding Chapter 40 to Title III of the of the Santa Fe Springs Municipal Code Implementing Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest \(City Clerk\)](#)

**Recommendation:**

- Introduce and waive further reading of Ordinance No. 1117.

**NEW BUSINESS**

11. [Authorize the Purchase of Replacement Mobile Data Computers \(MDCs\) for the Santa Fe Springs Policing Team \(Police Services\)](#)

**Recommendation:**

- Authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of Mobile Data Computers from CDCE Incorporated in an amount not to exceed \$188,624; and
- Appropriate \$28,624 from the General Fund reserves to the Non-Recurring Police Services activity to adjust the budgeted funds available for FY 2020-21.

12. [Custodial Services Maintenance Agreement – Approve One Year Extension \(Public Works\)](#)

**Recommendation:**

- Approve Contract Amendment Number Four with EE Building Maintenance to extend the term of agreement for one year with a 5% increase to the contract; and
- Authorize the Director of Public Works to execute Contract Amendment Number Four.

13. [Aquatic Center Roof Replacement – Award of Contract \(Public Works\)](#)

**Recommendation:**

- Appropriate an additional \$78,000.00 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Accept the bids; and
- Award a contract to Letner Roofing Company, of Orange, California, in the amount of \$228,000.00.

14. [Adopt Resolution No. 9708 Appointing the Director of Finance & Administrative Services as the Plan Administrator for the 457 Deferred Compensation Plan \(Finance\)](#)  
**Recommendation:**
  - Adopt Resolution No. 9708.
15. [Modification of Job Specification Title and Salary Adjustment for Human Resources Assistant \(Finance\)](#)  
**Recommendation:**
  - Approve the proposed job specification, title, and salary modifications for the Human Resources Assistant position.
16. [Fiscal Year 2020-2021 Midyear Budget Review and Modifications \(Finance\)](#)  
**Recommendation:**
  - Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.
17. **CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**
18. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**
19. **COUNCIL COMMENTS**
- CLOSED SESSION**
20. **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**
21. **PUBLIC EMPLOYMENT**  
(Pursuant to California Government Code Section 54957(b)(1))  
TITLE: City Manager Evaluation  
**CLOSED SESSION**
22. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
(Pursuant to California Government Code Section 54956.9(d)(1))  
Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264
23. **CLOSED SESSION REPORT**
24. **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***

***March 2, 2021***

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](http://www.santafesprings.org); and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

  
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Janet Martinez, CMC, City Clerk

February 25, 2021  
*Date Posted*



# City of Santa Fe Springs

*Housing Successor Meeting*

**ITEM NO. 6**

*March 2, 2021*

## **PUBLIC HEARING**

Resolutions approving Purchase and Sale Agreements with the Richman Group of California Development Company, LLC. And TWC Housing, LLC. For portions of the property located at 13231 Lakeland Road, at the northwest corner of Laurel Avenue and Lakeland Road

## **RECOMMENDATIONS:**

- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with The Richman Group of California Development Company, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of affordable family and special needs rental housing, with a focus on providing a preference in rental to veterans; and
- Approve and Authorize the Executive Director to execute a Purchase and Sale Agreement and related documents with TWC Housing LLC, for a portion of the ±3.94-acre property located at 13231 Lakeland Road (APN: 8011-012-902), for the development of Interim affordable housing for families and veterans families experiencing homelessness; and
- Find that the approval of the Purchase and Sale Agreements is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and of CEQA sections 15352 and 15378.
- Approve the Section 33433 Report; and
- Adopt Resolution No. HS-2021-001, approving the Purchase and Sale Agreement with The Richman Group of California Development Company; and
- Adopt Resolution No. HS-2021-002, approving the Purchase and Sale Agreement with TWC Housing LLC

## **BACKGROUND**

The Housing Successor is the owner of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs. The largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road. The adjacent three (3) parcels, (APN: 8011-011-906, 8011 - 011 -907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road. All four parcels are unimproved land with perimeter fencing.

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013. Those parcels are also listed as potential locations for the development of 139 units, within the Vacant



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## Residential Site Inventory of the City's approved Housing Element.

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2109 with a team of three entities, The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

The City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described as a program in the Housing Element as follows starting on page 5-14 of the 2014-2021 Housing Element:

### 8. Affordable Housing Development Assistance

The City can play an important role in facilitating the development of quality, affordable housing through provision of land write-downs and regulatory incentives, and as available, financial assistance. Santa Fe Springs' Housing Successor Agency owns two housing sites (Lakeland/Laurel and 10934 Laurel) originally purchased with Low/Mod Housing Funds and recently rezoned R-3-PD with minimum 20 unit/acre densities. Designating these sites with a Planned Development (PD) Overlay eliminates any upper density limit and allows flexible development standards, providing an effective regulatory mechanism to facilitate affordable housing development.

Pursuant to AB 1484, once Santa Fe Springs' Successor Agency receives a "finding of completion" by the State Department of Finance (DOF), the Agency can develop a long-range property management plan which delineates the use or disposition of all properties owned by the Successor Agency. Upon approval of the property management plan by DOF and the oversight board, the City's Successor Agency will issue a Request for Proposal for development of the two vacant R-3-PD sites with affordable housing.

**2014-2021 Objective:** *Enter into a development agreement(s) for development of the 3.9 acre Lakeland/Laurel site and .75 acre site at 10934 Laurel with affordable housing, with particular emphasis on family housing. Provide a land write-down and flexible development standards to enhance affordability, and waive Planning Dept application fees for projects with a minimum 10% extremely low income units. Seek to achieve a minimum of 100 affordable units on these two sites.*

### **PURCHASE AND SALE AGREEMENTS COMMON TERMS AND PURPOSE.**

The Housing Successor Agency will sell the ±3.94-acre parcel at the northwest corner of Lakeland Road and Laurel Avenue to the Richman Group for an affordable apartment complex, and to TWC Housing LLC ("TWC") for an interim transitional housing and services facility. Both projects will implement a veterans and veteran's



families' preference for tenant selection to the extent allowed by law. The property will ultimately be split into separate legal parcels for each entity with the processing of a Tentative and Final parcel map.

The purchase and sale agreements are drafted from the same base document, but there are differences in each which relate to the funding sources for each project. TWC is developing their project with grant funds. Richman Group will be using a combination of grant funds, tax credit investor funding, bank funding, and a residual receipts loan from the Agency. Both parties need to have site control, which is an executed purchase agreement and the opening of escrow, before they can secure grant funds or other types of funding.

As is typical for an Agency assisted affordable project, the Agency is left with some risk. However, the purchase and sale agreements have been drafted to provide the maximum amount of protection to the Agency housing assets which can be reasonably imposed, without rendering the projects infeasible.

#### Primary Terms Consistent in Both Agreements

The land is being sold to both parties at a nominal cost, meaning the Agency is contributing the land to the project. For that reason, there are a number of requirements that must happen before the sale of the land closes escrow.

- The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act, which will require the processing of a Tentative and Final map.
- Approval by the City of all necessary project entitlements and CEQA analysis and documentation has been completed, and those approvals are final.
- Approval of funding agreements for the Agency contributions of funds must be completed.
- Approval by the Agency and Buyer of an Affordable Housing, Veterans Preference and Regulatory Plan Agreement setting forth the obligations of Buyer to make the units affordable and setting forth in detail how Buyer will comply with the legal requirements for use of Agency housing funds.
- To the fullest extent allowed by federal and state law, Buyers will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
- The property is being sold "AS-IS" and the current known hazardous clean up that is required shall be done by the buyers, and buyers release all claims against the City.
- There is an outside land closing date which gives the buyers time to secure financing, but does give the Agency a firm date to close or terminate the

agreements.

- BUYERS cannot assign the purchase agreement without Agency's written consent.

Additional Terms Specific to the Richman Group Agreement.

- The land closing will happen concurrently with the construction funding package, and the issuance of the building permit. At that point the Agency knows the project will be constructed, barring some highly unforeseen circumstances.
- The outside closing date will be 4 years from the date of execution of the PSA.
- The document states that the Agency will provide \$6M in funding by way of a residual receipts loan.
- If Richman defaults on the purchase agreement, the Agency will recover \$25,000 in liquidated damages.

Terms Specific to TWC Housing LLC (The Whole Child) Agreement

- The land closing will happen concurrently with the construction funding package.
- The outside closing date will be June 30, 2025.
- The document states that the Agency will provide \$1.1M in funding by way of a grant which will be documented by a Grant Funding Agreement to be executed prior to close of escrow.
- If TWC defaults on the purchase agreement, the Agency will recover \$100 in liquidated damages.
- City will have the right to repurchase the property for \$1.00 if the land closing has occurred, but TWC has failed to develop and construct the Project and obtain a Certificate of Occupancy from the City within three years from the anniversary date of the Land Closing date. (the "Repurchase Release Date")
- Repurchase Option shall be released when the project is built and upon the issuance of a Certificate of Occupancy.

With the above comprehensive list of requirements which must be met before the closing of the agreements may occur, including approval of project design entitlements and CEQA review, the Agency is under no obligation to close on the sale of land at this time. It is anticipated that the project developers/buyers will work diligently towards completing the necessary tasks required to close the land sales over a period of six months to two years depending on availability of grant funds.

California Code, Health and Safety Code § 33433

Pursuant to California Health and Safety Code § 33433 et seq., before any property of the agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold or leased for development pursuant to the redevelopment plan, the sale or lease shall first be approved by the legislative body by resolution after public hearing. Notice of the time and place of the hearing shall be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks, as specified in Section 6066 of the Government Code, prior to the hearing.

(2) The agency shall make available, for public inspection and copying at a cost not to exceed the cost of duplication, a report no later than the time of publication of the first notice of the hearing mandated by this section. This report shall contain both of the following:

(A) A copy of the proposed sale or lease.

(B) A summary which describes and specifies all of the following:

(i) The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.

(ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.

(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

(iv) An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

(v) The report shall be made available to the public no later than the time of publication of the first notice of the hearing mandated by this section.

Section 33433 Report:

As required by California Health and Safety Code Section 33433 et seq., a report has been prepared summarizing certain aspects of the Purchase and Sales Agreement. Copies of the report are available for public inspection and copying, at a cost not to exceed the cost of duplication, at the office of the City Clerk at 11710 Telegraph Road,

# **PUBLIC HEARING NOTICE**

## ENVIRONMENTAL DETERMINATION

## FISCAL IMPACT

Report Submitted By: R. Hildebrand, Attorney      Date of Report: February 25, 2021  
W. Morrell, Director of Planning

specifically for development of affordable housing by private entities, so a land sale at open market prices is not consistent with the City's General Plan or the goals of the Housing Successor Agency.

**LEGAL REVIEW**

The City Attorney's office has reviewed the Predevelopment Loan and Assignment of Work Product and related agreements, and approves as to form.



Raymond R. Cruz  
City Manager

**Attachments:**

1. Resolution No. HS-2021-002: Resolution of Approval and Purchase and Sale Agreement with Richman Group of California Development Company
2. Resolution No. HS-2021-003: Resolution of Approval and Purchase and Sale Agreement with TWC Housing LLC
3. Purchase and Sale Agreements for Richman Group and TWC
4. Section 33433 Report

**RESOLUTION NO. HS-2021-001**

**A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING A PURCHASE AND SALES AGREEMENT WITH THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC , FOR A PORTION OF THE ±3.94-ACRE PROPERTY LOCATED AT 13231 LAKELAND ROAD (APN: 8011-012-902), AT THE NORTHWEST CORNER OF LAUREL AVENUE AND LAKELAND ROAD, IN THE R-3-PD, MULTIPLE-FAMILY RESIDENTIAL-PLANNED DEVELOPMENT OVERLAY, ZONE, IN THE CITY OF SANTA FE SPRINGS, CALIFORNIA, 90670**

**WHEREAS**, the Housing Successor is the owner of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs; and

**WHEREAS**, the largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road; and

**WHEREAS**, the adjacent three (3) parcels, (APN: 8011-011-906, 8011 -011 -907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road; and.

**WHEREAS**, all four parcels are unimproved land with perimeter fencing; and.

**WHEREAS**, it was always the intent of the City and Agency to develop all four parcels with affordable housing and as a result, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013; and

**WHEREAS**, the Housing Successor Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2019, with a team of three entities, The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles, to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order; and

**WHEREAS**, the City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described on pages 5-14 of the 2014-2021 Housing Element, and

**WHEREAS**, the Housing Successor Agency will sell a portion of the ±3.94-acre parcel to The Richman Group of California Development Company, for the development of affordable family and special needs rental housing, with a focus on providing a preference in rental to veterans; and

**WHEREAS**, The Richman Group of California Development Company is developing their project with a combination of grant funds, tax credit investor funding, bank funding, and a residual receipts loan from the Agency; and

**WHEREAS**, as is typical for an Agency assisted affordable project, the Agency is left with some risk; therefore, the purchase and sale agreement has been drafted to provide the maximum amount of protection to the Agency housing assets which can be reasonably imposed, without rendering the projects infeasible; and

**WHEREAS**, affordable housing projects, especially those serving the needs of very low and extremely low income require significant financial assistance to be successfully constructed and operated; and

**WHEREAS**, for that reason, the land is being sold to the Richman Group at a nominal cost, meaning the Agency is contributing the land to the project; and

**WHEREAS**, contributing the land to the project will achieve the Agency and City's affordable housing goals and obligations; and.

**WHEREAS**, the Agency acquired this land specifically for development of affordable housing by private entities, so a land sale at open market prices is not consistent with the City's General Plan or the goals of the Housing Successor Agency; and

**WHEREAS**, because the land is being sold at a nominal cost, there are a number of requirements that must happen before the sale of the land closes escrow; including

- The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act, which will require the processing of a Tentative and Final map.
- Approval by the City of all necessary project entitlements and CEQA analysis and documentation has been completed, and those approvals are final.
- Approval of funding agreements for the Agency contributions of funds must be completed.
- Approval by the Agency and Buyer of an Affordable Housing, Veterans Preference and Regulatory Plan Agreement setting forth the obligations of Buyer to make the units affordable and setting forth in detail how Buyer will comply with the legal requirements for use of Agency housing funds.
- To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
- The property is being sold "AS-IS" and the current known hazardous clean up that is required shall be done by the buyers, and buyers release all claims against the City.
- There is an outside land closing date which gives the buyers time to secure financing, but does give the Agency a firm date to close or terminate the agreements.



- Buyers cannot assign the purchase agreement without Agency's written consent; and

**WHEREAS**, additional terms specific to the Richman Group Agreement, include

- The land closing will happen concurrently with the construction funding package, and the issuance of the building permit.
- The outside closing date will be 4 years from the date of execution of the PSA.
- The Agency will provide \$6M in funding by way of a residual receipts loan.
- The Agency will recover \$25,000 in liquidated damages if Richman defaults on the purchase agreement; and

**WHEREAS**, pursuant to California Health and Safety Code § 33433 et seq., before any property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold or leased for development pursuant to the redevelopment plan, the sale or lease shall first be approved by the legislative body by resolution after a public hearing; and

**WHEREAS**, the notice of the time and place of the public hearing is to be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks, as specified in Section 6066 of the Government Code, prior to the hearing; and

**WHEREAS**, the agency shall make available, for public inspection and copying at a cost not to exceed the cost of duplication, a report no later than the time of publication of the first notice of the hearing mandated by this section; and.

**WHEREAS**, this report shall contain both of the following:

1. A copy of the proposed sale or lease.
2. A summary which describes and specifies all of the following:
  - The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.
  - The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.
  - The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.
  - An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.
  - The report shall be made available to the public no later than the time of publication

of the first notice of the hearing mandated by this section; and

**WHEREAS**, as required by California Health and Safety Code Section 33433 et seq., a Section 33433 Report has been prepared summarizing certain aspects of the purchase and sales agreement; and

**WHEREAS**, copies of the Section 33433 Report are available for public inspection and copying, at a cost not to exceed the cost of duplication, at the office of the City Clerk at 11710 Telegraph Road, Santa Fe Springs, California 90670; and

**WHEREAS**, pursuant to Section 6066 of the Government Code, a Notice of the time and place of the public hearing was published in a newspaper of general circulation (Whittier Daily News) on February 17, 2021 and again on February 24, 2021; and

**WHEREAS**, the Notice was compliant with Governor Newsom's Executive Orders that temporarily suspended 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; and

**WHEREAS**, the approval of the Purchase and Sales Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and CEQA sections 15352 and 15378

**NOW, THEREFORE, BE IT RESOLVED** that the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs do hereby:

**SECTION 1:** Approve the Section 33433 Report

**SECTION 2:** Make the determination that approval of the Purchase and Sales Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and CEQA sections 15352 and 15378

**SECTION 3:** Approve and direct the Executive Director to finalize negotiations, open escrow, and execute a Purchase and Sale Agreement, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents to complete the sale of a portion of the property addressed 13241 Lakeland Road (APN: 8011-012-902), and located at the northwest corner of Laurel Avenue and Lakeland Road.

**SECTION 4:** Authorizes the Executive Director to execute a Grant Deed as specified in the Purchase and Sales Agreement, upon satisfaction of all terms and conditions of the Purchase and Sales Agreement.

**SECTION 5:** Direct the City Clerk to record or have recorded the Grant Deed, and

**APPROVED:**  
**ITEM NO.:**

all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

**APPROVED and ADOPTED** this 2nd day of March, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Mora, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

**RESOLUTION NO. HS-2021-002**

**A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING A PURCHASE AND SALES AGREEMENT WITH TWC HOUSING LLC, FOR A PORTION OF THE ±3.94-ACRE PROPERTY LOCATED AT 13231 LAKELAND ROAD (APN: 8011-012-902), AT THE NORTHWEST CORNER OF LAUREL AVENUE AND LAKELAND ROAD, IN THE R-3-PD, MULTIPLE-FAMILY RESIDENTIAL-PLANNED DEVELOPMENT OVERLAY, ZONE, IN THE CITY OF SANTA FE SPRINGS, CALIFORNIA, 90670**

**WHEREAS**, the Housing Successor is the owner of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs; and

**WHEREAS**, the largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road; and

**WHEREAS**, the adjacent three (3) parcels, (APN: 8011-011-906, 8011 -011 -907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road; and.

**WHEREAS**, all four parcels are unimproved land with perimeter fencing; and.

**WHEREAS**, it was always the intent of the City and Agency to develop all four parcels with affordable housing and as a result, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013; and

**WHEREAS**, the Housing Successor Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2019, with a team of three entities, The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles, to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order; and

**WHEREAS**, the City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described on pages 5-14 of the 2014-2021 Housing Element, and

**WHEREAS**, the Housing Successor Agency will sell a portion of the ±3.94-acre parcel to TWC Housing LLC, for the development of Interim affordable housing for families and veterans families experiencing homelessness; and

**WHEREAS**, TWC Housing LLC is developing their project with grant funds; and

**WHEREAS**, as is typical for an Agency assisted affordable project, the Agency is

left with some risk; therefore, the purchase and sale agreement has been drafted to provide the maximum amount of protection to the Agency housing assets which can be reasonably imposed, without rendering the projects infeasible; and

**WHEREAS**, affordable housing projects, especially those serving the needs of very low and extremely low income require significant financial assistance to be successfully constructed and operated; and

**WHEREAS**, for that reason, the land is being sold to TWC Housing LLC, at a nominal cost, meaning the Agency is contributing the land to the project; and

**WHEREAS**, contributing the land to the project will achieve the Agency and City's affordable housing goals and obligations; and.

**WHEREAS**, the Agency acquired this land specifically for development of affordable housing by private entities, so a land sale at open market prices is not consistent with the City's General Plan or the goals of the Housing Successor Agency; and

**WHEREAS**, because the land is being sold at a nominal cost, there are a number of requirements that must happen before the sale of the land closes escrow; including

- The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act, which will require the processing of a Tentative and Final map.
- Approval by the City of all necessary project entitlements and CEQA analysis and documentation has been completed, and those approvals are final.
- Approval of funding agreements for the Agency contributions of funds must be completed.
- Approval by the Agency and Buyer of an Affordable Housing, Veterans Preference and Regulatory Plan Agreement setting forth the obligations of Buyer to make the units affordable and setting forth in detail how Buyer will comply with the legal requirements for use of Agency housing funds.
- To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
- The property is being sold "AS-IS" and the current known hazardous clean up that is required shall be done by the buyers, and buyers release all claims against the City.
- There is an outside land closing date which gives the buyers time to secure financing, but does give the Agency a firm date to close or terminate the agreements.
- Buyers cannot assign the purchase agreement without Agency's written consent; and

**WHEREAS**, additional terms specific to the TWC Housing LLC, include

- The land closing will happen concurrently with the construction funding

- package.
- The outside closing date will be June 30, 2025.
  - The Agency will provide \$1.1M in funding by way of a grant which will be documented by a Grant Funding Agreement to be executed prior to close of escrow.
  - If TWC defaults on the purchase agreement, the Agency will recover \$100 in liquidated damages.
  - City will have the right to repurchase the property for \$1.00 if the land closing has occurred, but TWC has failed to develop and construct the Project and obtain a Certificate of Occupancy from the City within three years from the anniversary date of the Land Closing date. (the "Repurchase Release Date")
  - Repurchase Option shall be released when the project is built and upon the issuance of a Certificate of Occupancy.

**WHEREAS**, pursuant to California Health and Safety Code § 33433 et seq., before any property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold or leased for development pursuant to the redevelopment plan, the sale or lease shall first be approved by the legislative body by resolution after a public hearing; and

**WHEREAS**, the notice of the time and place of the public hearing is to be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks, as specified in Section 6066 of the Government Code, prior to the hearing; and

**WHEREAS**, the agency shall make available, for public inspection and copying at a cost not to exceed the cost of duplication, a report no later than the time of publication of the first notice of the hearing mandated by this section; and

**WHEREAS**, this report shall contain both of the following:

1. A copy of the proposed sale or lease.
2. A summary which describes and specifies all of the following:
  - The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.
  - The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.
  - The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.
  - An explanation of why the sale or lease of the property will assist in the elimination of

blight, with reference to all supporting facts and materials relied upon in making this explanation.

- The report shall be made available to the public no later than the time of publication of the first notice of the hearing mandated by this section; and

**WHEREAS**, as required by California Health and Safety Code Section 33433 et seq., a Section 33433 Report has been prepared summarizing certain aspects of the purchase and sales agreement; and

**WHEREAS**, copies of the Section 33433 Report are available for public inspection and copying, at a cost not to exceed the cost of duplication, at the office of the City Clerk at 11710 Telegraph Road, Santa Fe Springs, California 90670; and

**WHEREAS**, pursuant to Section 6066 of the Government Code, a Notice of the time and place of the public hearing was published in a newspaper of general circulation (Whittier Daily News) on February 17, 2021 and again on February 24, 2021; and

**WHEREAS**, the Notice was compliant with Governor Newsom's Executive Orders that temporarily suspended 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; and

**WHEREAS**, the approval of the Purchase and Sales Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and CEQA sections 15352 and 15378

**NOW, THEREFORE, BE IT RESOLVED** that the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs do hereby:

**SECTION 1:** Approve the Section 33433 Report

**SECTION 2:** Make the determination that approval of the Purchase and Sales Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute approval of a "Project," as defined by the Public Resource Code sections 21065 and 21080 and CEQA sections 15352 and 15378

**SECTION 3:** Approve and direct the Executive Director to finalize negotiations, open escrow, and execute a Purchase and Sale Agreement, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents to complete the sale of a portion of the property addressed 13241 Lakeland Road (APN: 8011-012-902), and located at the northwest corner of Laurel Avenue and Lakeland Road.

**SECTION 4:** Authorizes the Executive Director to execute a Grant Deed as specified in the Purchase and Sales Agreement, upon satisfaction of all terms and



conditions of the Purchase and Sales Agreement.

**SECTION 5:** Direct the City Clerk to record or have recorded the Grant Deed, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

**APPROVED and ADOPTED** this 2nd day of March, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Mora, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into as of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the "**Seller**") and The Richman Group of California Development Company, the "**Buyer**" and collectively, with Seller, the "**Parties**", with reference to the following recitals of fact:

### RECITALS

A. WHEREAS, Seller is the owner of that certain real property located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("**City**") comprised of four distinct parcels of land as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Master Site**");

B. WHEREAS, Buyer has proposed to develop a portion of the Master Site as an affordable housing development in a series of phases, ultimately intended to result in 102 units of family and special needs rental housing, with a focus on providing a preference in rental to veterans ( the "**Project**"). A current description of the overall Project is attached as Exhibit "B" of this Agreement (the "**Project Description**").

C. WHEREAS, Buyer has proposed that Project be developed on that portion of the Master Site more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "**Property**");

D. WHEREAS, Buyer is an experienced developer of affordable multi-family housing projects, including affordable rental housing;

E. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller has agreed to sell the Property to Buyer, and (ii) Buyer has agreed to (a) buy the Property from Seller, (b) construct the Project on the Property, and (c) develop and operate the Project and the Property.

### AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "**Business Day**" shall mean a day other than a Saturday, a Sunday or a day on which lenders in Los Angeles County are authorized or obligated by law or executive order to close.

(b) "**Close of Escrow**" means the date when Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires in order to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(c) "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) **“Construction Lender”** means the lender of the Construction Loan as further defined in Section 9(a).

(e) **“Construction Loan”** means the construction loan to be obtained by Buyer to finance, in part, the construction of the Project upon on terms and conditions consistent with TCAC Requirements and otherwise acceptable to Buyer in its sole discretion.

(f) **“Construction Loan Closing”** means (i) the Closing of the Construction Loan, and (ii) the closing of the syndication of the Tax Credits.

(g) **“Construction Loan Closing Date”** means the date upon which Construction Loan Closing occurs.

(h) **“County Lender”** means the Los Angeles County Community Development Commission.

(i) **“County Loan”** means the proposed loan to Buyer from the County Lender pursuant to the terms set forth in the County Loan Commitment.

(j) **“County Loan Commitment”** means the commitment letter dated as of \_\_\_\_\_, setting forth the proposed terms and conditions of the County Loan.

(k) **“Financing Deadline”** means the date which is three years from the Effective Date.

(l) **“Force Majeure Delay”** shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(m) **“Force Majeure Event”** shall mean act of God, natural disaster, accident, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(n) **“General Contractor”** means the general contractor selected to build the Project by Buyer.

(o) **“Hazardous Materials”** means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act,

42 U.S.C. §§ 6901 et seq.; (c) any “pesticide” or “economic poison” as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(p) **“Land Closing”** has the meaning ascribed thereto in Section 4 hereof.

(q) **“Land Closing Date”** has the meaning ascribed thereto in Section 7 hereof.

(r) **“Outside Land Closing Date”** means 4 years from the date this Agreement is fully executed (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(s) **“Outside Construction Loan Closing Date”** means the date which is ten (10) Business Days prior to the outside date to satisfy the “readiness requirements” set forth in the Tax Credit Allocation. Buyer shall notify Seller of the exact Outside Construction Loan Closing Date within ten (10) Business Days of receipt of a Tax Credit Allocation.

(t) **“Permanent Loan”** means the long term financing secured by the Project obtained by Buyer to repay, in part, the Construction Loan.

(u) **“Permanent Loan Proceeds”** means the net proceeds of the Permanent Loan received by Buyer.

(v) **“Permitted Exceptions”** shall mean those exceptions to title to the Property listed on Exhibit F attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(w) **“Project”** has the meaning set forth in Recital B.

(x) **“Project Building Permits”** means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(y) **“Project Design Documents”** means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(z) **“Property Information”** means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

(aa) **“Tax Credit Allocation”** means an award of Tax Credits for the Project by TCAC on terms and conditions acceptable to Buyer in the sole and absolute discretion of Buyer.

(bb) **“Tax Credit Allocation Date”** means the date upon which Buyer receives a Tax Credit Allocation.

(cc) **“Tax Credits”** means federal low income housing tax credits as set forth in Section 42 of the Code.

(dd) **"TCAC"** means the California Tax Credit Allocation Committee, or any successor thereto.

(ee) **"TCAC Requirements"** means the regulations, rules and procedures of TCAC.

2. Purchase and Sale of Property. Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the Property; all rights, privileges and easements appurtenant to the Property (collectively, the **"Appurtenances"**); all improvements and fixtures located upon the Property (collectively, the **"Improvements"**); to the extent assignable by Seller, all of Seller's right, title and interest in and to all development rights, entitlements, governmental permits, licenses, certificates and other governmental approvals (including any Bureau of Real Estate approvals), air rights, water, water rights, water stock, utility and other permits, pre-paid fees, deposits, fee and tax credits, and any refunds, if any, that are appurtenant to the Property, all easements, rights of way and other rights appurtenant used in connection with the beneficial use and enjoyment of Property, and all of the rights of Seller, if any, in any other intangible personal property (including without limitation, all warranties, indemnities, reports, studies and other work product) used in connection with the ownership, use and/or operation of the Property (collectively, the **"Intangible Property"**); and all tangible personal property located on or in, or used in the ownership, use, occupancy or operation of the Property and/or Improvements (collectively, the **"Tangible Property"**). The Property, the Appurtenances, and the Improvements are sometimes referred to herein collectively as the **"Real Property."** The Real Property, the Intangible Property and the Tangible Personal Property are sometimes referred to herein as the **"Property."**

3. Purchase Price. The purchase price for the Property (the **"Purchase Price"**) shall be One Hundred Dollars (\$100.00).

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) The acquisition and sale of the Property shall be consummated through an escrow (the **"Escrow"**) to be opened with \_\_\_\_\_ (the **"Escrow Holder"**). The Purchase Price shall be deposited into Escrow concurrently with opening of the account with the Escrow Holder.

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars (\$100.00) (the **"Independent Consideration"**). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the **"Land Closing Date"** (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer's closing costs and proration charges (the **"Land Closing Amount"**). For purposes of this Agreement, the term **"Land Closing"** means the date upon which the Grant Deed is recorded in the Official Records of Los Angeles County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit D (the “**Grant Deed**”). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner’s Policy of Title Insurance (2006 Form) in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the “**Title Policy**”). The Title Policy shall provide full coverage against mechanics’ and materialmen’s liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the “**Endorsements**”). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the “**Pre-Disapproved Exceptions**”): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller’s affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports, environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the “**Property Information**”). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer’s engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the “**Investigations**”). Buyer shall provide Seller not less than 24 hours’ notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer’s sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller’s lenders as additional insureds on Buyer’s commercial general liability insurance policy with a combined limit of not less than \$1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) which result from any damage to persons or property caused by Buyer’s Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller’s acts or omissions or Buyer’s mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Los Angeles County, California on the date elected by Buyer (the “**Land Closing Date**”); provided, that if the Land Closing Date has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement.

(b) Buyer's Conditions to Land Closing. Buyer's obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer), then, upon Buyer's request, this Agreement shall terminate. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.



(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

(v) Buyer has submitted a signed affidavit that warrants the construction loan closing will occur concurrently with the Land Closing.

(vi) Buyer and Seller have executed a Residual Receipts Loan Agreement in the amount of the Final Seller Gap Financing Amount.

(vii) Buyer has executed an Affordable Housing, Veterans Preference and Regulatory Plan Agreement between Buyer and Seller setting forth the obligations of Buyer to make the units affordable and setting forth in detail how Buyer will comply with the following conditions:

1. As the property was acquired with Low and Moderate Income Housing Fund (LMIHF) resources, the site must be used to increase, improve or preserve affordable housing for persons and families of low and moderate income (H&S §§33000, et seq.).
2. The proposed financial subsidies to the project to be derived from the Low and Moderate Income Housing Asset Fund (LMIHAF) will be used in a manner that the project benefits will be targeted to specified income tiers under the requirements of H&S 34176, et seq.
3. As required by H&S 33334.3(f), the rental housing units developed with LMIHAF assistance must remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than fifty-five years.
4. As required by H&S 33334.3(f), the project will be subject to the recordation of affordable housing covenants or restrictions.
5. To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
6. To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for City residents or those who work in the City also meeting the preference in subpart 5 above, then City residents, and then veterans and immediate family members of veterans who currently reside or work in the cities which border the City of Santa Fe Springs.

(viii) Each and all of the representations and warranties made by Buyer in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller), then, provided Seller is not in default hereunder, upon Seller's request, this Agreement shall terminate. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) ;

(C) An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit E (the "Intangible Assignment"), executed by Buyer, as assignee;

(D) An original of the Repurchase Deed (defined below), executed and acknowledged by Buyer, as grantor;

(E) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An original of the Intangible Assignment, executed by Seller, as assignor;

(C) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(D) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed and the Memorandum of Repurchase Option to be recorded in the office of the County Recorder for the Los Angeles County, State of California (in that order) and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations;

(D) Remit to Seller the remaining funds held for Seller's account;

(E) Deliver the original of the Intangible Assignment; and

(F) Deliver an original of the Intangible Assignment, the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Buyer shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer shall pay the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Los Angeles County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Los Angeles County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party

entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Development Activities and Obligations.

(a) Financing of Project.

(i) Buyer and Seller agree that the development and construction of the Project shall be financed with a combination of (i) a Predevelopment Loan made to the Buyer by the Seller concurrently herewith (the "**Predevelopment Loan**"), (ii) the proceeds ("**Tax Credit Proceeds**") from the syndication of Tax Credit allocated to the Project from TCAC in accordance with TCAC's standard underwriting and allocating guidelines and procedures to an institutional tax credit investor (the "**Tax Credit Investor**"), (iii) the County Loan proceeds, (iv) the proceeds of one or more conventional or tax-exempt Permanent Loans (the "**Permanent Loan Proceeds**") and collectively with the Tax Credit Proceeds and the County Loan proceeds, the "**Third Party Sources**", and (v) the proceeds of a residual receipts loan made by Seller to Buyer (or Buyer's designee) calculated in accordance with the terms and conditions hereof (the "**Seller Gap Financing**"). The Permanent Loan Proceeds and a portion of the Tax Credit Proceeds will be bridged with a Construction Loan from a third party institutional lender (the "**Construction Lender**"). The amount of Seller Gap Financing (the "**Seller Gap Financing Amount**") shall be the amount equal to the anticipated total development and construction costs for the Project (the "**Total Project Costs**") less the Third Party Sources. The Total Project Costs shall be reasonably determined by Buyer in accordance with the standard TCAC underwriting guidelines applicable to the Project and in accordance with Buyer's standard underwriting and development procedures.

(ii) Buyer shall use commercially reasonable efforts to obtain the Third Party Sources including, without limitation, submitting an application to TCAC for an allocation of Tax Credits for the Project (the "**Tax Credit Allocation**") on or before the date which is three years after the Effective Date (the "**Financing Deadline**"). Upon receipt of a Tax Credit Allocation, Buyer shall use commercially reasonable efforts to achieve Construction Loan Closing. The failure to obtain any financing source contemplated herein notwithstanding Buyer's commercially reasonable efforts (inclusive of timely submission of applications) in connection therewith shall not be an event of default of Buyer. Seller agrees and acknowledges that the Tax Credit allocation process is competitive and that Buyer makes no representation or warranty about the success of any Tax Credit Application. If Buyer does not obtain a Tax Credit Allocation by the Financing Deadline, the Parties shall negotiate in faith to develop a new financing plan for the Project. If the Parties are able to agree to a mutually acceptable financing plan for the Project the Parties shall amend this Agreement to reflect said new financing plan. If the Parties are not able to develop a new financing plan for the Project within thirty days, either Party may terminate this Agreement.

(b) Seller Gap Financing.

(i) Changes in Seller Gap Financing Estimate. As of the date hereof, Buyer has provided Seller with its reasonable good faith estimate of total Third Party Sources and Total Project Costs, which results in an estimated Seller Gap Financing Amount not to exceed \$6,000,000.00 (the “**Project Financing Gap Estimate**”). The amount of the Seller Gap Financing is subject to change over time based upon a variety of factors outside the control of the Parties, including, without limitation, fluctuation in interest rates, fluctuation in Tax Credit equity pricing, changes in TCAC and/or County Lender underwriting guidelines, the inclusion of the Project in any Special Assessment District and fluctuation in construction and development costs. If at any time Buyer determines that the existing Project Financing Gap Estimate is no longer materially accurate, Buyer shall give Seller written notice of such determination (a “**Gap Revision Notice**”), which notice shall include Buyer’s reasonable detailed breakdown of the causes and amounts of each major component of the changes in the Project Financing Gap Estimate. If the Parties are unable to agree upon a revised Project Financing Gap Estimate within ten (10) Business Days after Seller’s receipt of the Gap Revision Notice, either Party shall have the right to terminate this Agreement.

(ii) Determination of Final Seller Gap Amount. Subsequent to the Tax Credit Allocation Date, but at least five (5) Business Days prior to the anticipated Construction Loan Closing Date, Buyer shall provide to Seller with Buyer’s calculation of the final amount of the Seller Gap Financing which calculation shall be based upon updated estimated Total Project Costs (which estimate of hard costs shall be based upon a schedule of values prepared by the General Contractor) and the then current financing commitments received from the Construction Lender, the Permanent Lender, Tax Credit Investor and the County Lender (the “**Final Seller Gap Financing Amount**”). To the extent the Final Seller Gap Financing Amount is different from the then current Project Financing Gap Estimate, the amount of the Seller Gap Financing shall be increased or decreased accordingly; provided however, Seller shall not have an obligation to increase the Final Seller Gap Financing Amount. If Seller elects not to fund a portion of the Final Seller Gap Financing Amount, Buyer shall have the right to terminate this Agreement within three (3) Business Days after receipt of the Final Seller Gap Financing Amount. If Seller does not terminate this Agreement pursuant to the sentence set forth above, the Final Seller Gap Financing Amount shall be the final “Project Financing Gap” as adjusted pursuant to this paragraph, and the final “Seller Gap Financing Amount” and shall not be subject to any further modification thereafter.

(iii) Funding of Seller Gap Financing. The Seller Gap Financing will be structured as a residual receipts loan from Seller to Buyer or Buyer’s designee. Two (2) Business Days prior to the Construction Loan Closing Date, Seller shall deposit an amount equal to the Seller Gap Financing Amount with the Escrow Holder which shall be released to the Construction Lender concurrently with Construction Loan Closing to be disbursed by the Construction Lender to pay for costs incurred by Buyer in connection with the development and construction of the Project in accordance with the Construction Lender’s standard disbursement procedures. Prior to Construction Loan Closing, Buyer and Seller shall use commercially reasonable efforts to negotiate an agreement with the Construction Lender (the “**Tri-Party Agreement**”) which shall (i) provide that the Construction Lender shall disburse the Seller Gap Financing Amount in accordance with the Construction Lender’s standard disbursement proceeds solely to fund development and construction costs associated with the Project, and (ii) the Construction Lender shall provide Seller with a copy of any draw package submitted by Buyer to Construction Lender. Buyer and Seller agree and acknowledge that the final form of Tri-Party Agreement will be executed concurrently with Construction Loan Closing and will be subject to certain terms and conditions required by the Construction Lender and approved by Buyer and Seller.

(iv) Estoppel Certificate. Concurrently with Construction Loan Closing, Buyer and Seller shall execute and deliver to the Construction Lender, Tax Credit Investor and County Lender an Estoppel Certificate in form and substance reasonably acceptable to the Construction Lender, Tax Credit Investor and/or County Lender.

10. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to TCAC, Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.

(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to Construction Loan Closing, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the "**Buyer Work Product**"). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

11. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so

and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property, which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.



(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "**Interim Period**"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

(xiii) Seller agrees and acknowledges that Buyer has not made any representation or warranty about the availability of the Tax Credits.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Raymond R. Cruz, City Manager ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

## 12. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "**AS IS, WHERE IS**" PHYSICAL CONDITION AND IN AN "**AS IS, WHERE IS**" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the

Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

13. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a "material portion" being more than two percent (2%) of the net acreage of Property) or any adjacent or neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller's obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

14. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

15. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 15 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

16. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein at any time prior to Construction Loan Closing and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of Twenty-Five Thousand Dollars (\$25,000) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677.

17. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Construction Loan Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction, development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property, not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, or until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing Date and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing Date and not previously disclosed to Buyer, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost,

expense, claim or damages arising from any Buyer Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

18. Miscellaneous.

(a) Assignment; Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns. Subsequent to the submission of the Round Two Tax Credit Application, Seller shall cause a memorandum of this Agreement to be recorded against the Property upon request of Buyer.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer:

The Richman Group of California  
Development Company, LLC  
c/o JDF, LLC  
777 West Putnam Avenue  
Greenwich, CT 06830  
Attn: Joanne D. Flanagan, Esq.

With a copy to:

The Richman Group of California  
Development Company LLC  
420 31st Street Suite B1

Newport Beach, CA 92663  
Attn: Rick Westberg

If to Seller:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Director of Planning and  
Community Development

If to Escrow Holder:

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 18(e) shall survive the Land Closing or termination of this Agreement.

(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Los Angeles, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Los Angeles, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other

electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term "Person" shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day, the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Los Angeles County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii)

solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

**BUYER:**

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

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

Name:

Its:

**SELLER:**

HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE SPRINGS

By:

Raymond R. Cruz, Executive Director

ATTEST:

BY:

---

APPROVED AS TO FORM:

BY:

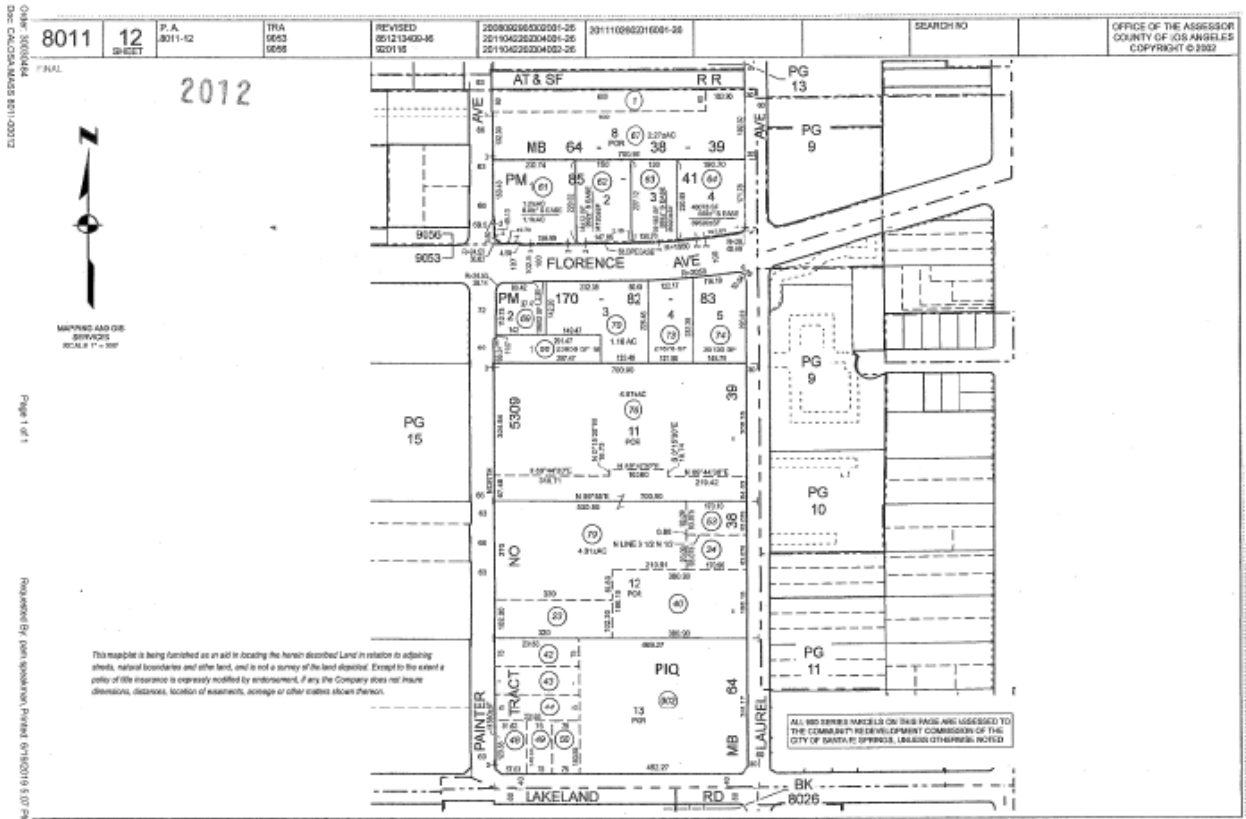
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Ivy Tsai, General Counsel

# EXHIBIT A

## DEPICTION OF MASTER SITE

### Existing Parcel



### Legal Description:

LOT 13 OF TRACT NO. 5309, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64, PAGES 38 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 89° 55' EAST 234.63 FEET; THENCE NORTH 405.55 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 55' EAST 234.63 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°

55' WEST 234.63 FEET TO SAID NORTHWEST CORNER; THENCE SOUTH 405.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES IN SAID LAND AND ALSO EXCEPTING AND RESERVING ALL INTEREST UNDER THE COMMUNITY OIL AND GAS LEASE KNOWN AS "GAULDIN COMMUNITY OIL LEASE", DATED SEPTEMBER 7, 1951, EXECUTED IN VARIOUS COUNTERPARTS IN FAVOR OF T. & T. 011 COMPANY, A PARTNERSHIP, COMPOSED OF WALTER N. THOMPSON, HORACE W. THOMPSON AND JACK H. THOMPSON, PARTNERS, AS LESSEE; A COUNTERPART "ORIGINAL" THEREOF EXECUTED BY VERONICA CONDON NATHHORST, ET AL., WAS REGISTERED ON NOVEMBER 26, 1951 AS DOCUMENT NO. 31139-T AND RECORDED MARCH 12, 1952 AS INSTRUMENT NO. 1615 IN BOOK 38460, PAGE 34 OFFICIAL RECORDS, AS EXCEPTED AND RESERVED BY VERONICA CONDON NATHHORST, A WIDOW, BY DEED RECORDED MARCH 11, 1959.

## EXHIBIT B

### **RENTAL HOUSING PROJECT DESCRIPTION**

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The Proposed units range from 569 to 1,136 square feet in size, and is comprised of the following unit mix:

<b>Unit Mix</b>				
<b>Number of Bedrooms</b>	<b>Number of Units</b>	<b>%</b>	<b>Square footage/unit</b>	<b>Total square footage</b>
1	47	46.1	569	26,743
2	27	26.5	847	22,869
3	28	27.4	1,136	31,808
<b>Total</b>	<b>102</b>	<b>100.0</b>	<b>-</b>	<b>81,420</b>

The proposed unit mix specifies that 42 of the 102 units will be designated as LMIHAF-assisted units, while 59 units will be funded with and designated as TCAC restricted. The proposed affordability targets for the rental units are as follows:

<b>Affordability Targeting</b>			
<b>Income Target</b>	<b>Bedrooms</b>	<b>Number of Units</b>	<b>%</b>
30% AMI - LMIHAF	1 Bedroom	18	17.65
60% AMI - LMIHAF	1 Bedroom	4	3.92
80% AMI - LMIHAF	1 Bedroom	0	0.00
30% AMI - LMIHAF	2 Bedroom	6	5.88
60% AMI - LMIHAF	2 Bedroom	3	2.94
80% AMI - LMIHAF	2 Bedroom	1	0.98

30% AMI - LMIHAF	3 Bedroom	6	5.88
60% AMI - LMIHAF	3 Bedroom	3	2.94
80% AMI - LMIHAF	3 Bedroom	1	0.98
50% AMI - TCAC	1 Bedroom	25	24.51
50% AMI - TCAC	2 Bedroom	16	15.69
50% AMI - TCAC	3 Bedroom	18	17.65
Manager's Unit	2 Bedroom	1	0.98
Total		102	100.00

The initial funding strategy specifies that 30 units (29.4% of the total units) will be reserved for permanent supportive housing, which are represented in the above table as the 30% AMI – LMIHAF units. The inclusion of these units is dependent on available financing.

The rental units are to be constructed in multiple wood frame three-story structures and will also include a community building which houses the leasing office, a multi-purpose room, service provider space, computer center, fitness room and other amenities. 150 on-site parking stalls are to be provided, and access points to the community will be secured.

EXHIBIT C

**DEPICTION OF PROPERTY**

(attached)

EXHIBIT D  
**GRANT DEED**  
(attached)



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Grantor"), does hereby grant to The Richman Group of California Development Company, LLC, a California Limited Liability Corporation, the real property in the County of Los Angeles, State of California, described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2) covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of \_\_\_\_\_, 20\_\_.

HOUSING SUCCESSOR AGENCY TO THE  
COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Name: Raymond R. Cruz  
Title: Executive Director

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

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES            )        SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SEAL]

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

(to be attached prior to closing)

EXHIBIT E

**ASSIGNMENT OF INTANGIBLE PROPERTY**

(attached)

## ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Assignor"), and The Richman Group of California Development Company, LLC, a California Limited Liability Corporation ("Assignee").

### W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated \_\_\_\_\_, \_\_\_\_\_ ("Agreement"), for the purchase and sale of the "Property" (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor's rights, title and interest in the "Intangible Rights" (as defined below).

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

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable without any consent required, in the following (the "Intangible Rights"):

(a) All contract rights, warranties, guaranties and licenses which benefit the "Real Property" (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Real Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Real Property, rights, licenses and permits which relate to all or any of the Real Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Real Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Real Property.

2. "As-Is". The Intangible Rights are hereby acquired by Buyer "as is" without any representation or warranty of any kind or nature of Seller, express, implied or statutory, except as expressly provided in the Agreement, as to the nature of or title to the Intangible Rights or its fitness for Buyer's intended use of same.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

4. Further Assurances. Assignor and Assignee agree to execute any documents and instruments which any of them deems necessary or appropriate to carry out the purposes of this Assignment Agreement and to effectuate the assignment to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

**ASSIGNOR:**

HOUSING SUCCESSOR AGENCY TO THE  
COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF SANTA FE SPRINGS

\_\_\_\_\_

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

Name: Raymond R.

Cruz \_\_\_\_\_

Title: Executive Director

**ASSIGNEE:**

**The Richman Group of California Development  
Company, LLC**

\_\_\_\_\_

EXHIBIT F

**PERMITTED EXCEPTIONS**

None Identified at this Time

## PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the "**Seller**" or "Agency") and TWC Housing LLC, a California limited liability company (the "**Buyer**" and collectively, with Seller, the "**Parties**"), with reference to the following recitals of fact:

### RECITALS

A. WHEREAS, Seller is the owner of that certain real property located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("**City**") comprised of four distinct parcels of land as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Master Site**");

B. WHEREAS, Buyer has proposed to develop a portion of the Master Site as Interim affordable housing with 19 units for families and veteran families experiencing homelessness (the "**Project**"). A current description of the Project is attached as Exhibit "B" of this Agreement (the "**Project Description**").

C. WHEREAS, Buyer has proposed that Project be developed on that portion of the Master Site more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

D. WHEREAS, Buyer is an experienced social service provider and is co-developing an affordable multi-family housing project that, includes affordable rental housing;

E. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller agrees to sell the Property to Buyer, and (ii) Buyer agrees to (a) buy the Property from Seller, (b) construct the Project on the Property, and (c) develop and operate the Project and the Property.

### AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "Agency Grantor" means the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs.

(b) "Agency Grant" means an Agency grant in the amount of \$1,100,000 to Buyer for the development and construction of the Project.

(c) "Agency Grant Closing Date" means such date as the Agency Grant is closed which should be no later than 3 months after the Land Closing Date (or such later date as may be collectively agreed to in the sole and absolute discretion of the Seller and Buyer);

(d) "**Business Day**" shall mean a day other than a Saturday, a Sunday or a day on which lenders in Los Angeles County are authorized or obligated by law or executive order to close.



(e) **“Close of Escrow”** means the date when Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(f) **“Code”** means the Internal Revenue Code of 1986, as amended.

(g) **“County Grantor”** means the County of Los Angeles (SD4);

(h) **“County Grant”** means a City grant in the amount of \$4,850,000 to Buyer for the predevelopment and construction of the Project.

(i) **“County Grant Closing Date”** means such date as the County Grant is closed which should be no later than 3 months after the Land Closing Date (or such later date as may be collectively agreed to in the sole and absolute discretion of the Seller, Buyer and County)

(j) **“Bezos Grant”** means a grant made by Bezos Foundation in the amount of \$1,050,000 to Buyer for housing related expenses.

(k) **“Financing Deadline”** means the date which is three years from the Effective Date.

(l) **“Force Majeure Delay”** shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(m) **“Force Majeure Event”** shall mean act of God, natural disaster, accident, pandemic, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(n) **“General Contractor”** means the general contractor selected to build the Project by Buyer.

(o) **“Grant Funding Agreement”** means the agreement between Buyer and Seller setting forth the terms, conditions, and applicable restrictive covenants required by Seller, and creating duties and obligations of the Buyer, in consideration of receiving the Agency Grant.

(p) **“Hazardous Materials”** means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water

Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (c) any “pesticide” or “economic poison” as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(q) **“Land Closing”** has the meaning ascribed thereto in Section 4 hereof.

(r) **“Land Closing Date”** has the meaning ascribed thereto in Section 7 hereof.

(s) **“Outside Land Closing Date”** means June 30, 2025 (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(t) **“Outside Grantor’s Closing Date”** means such date as the Agency Grant and County Grant are closed which should be no later than 3 months after the Land Closing Date (or such later date as may be collectively agreed to in the sole and absolute discretion of the Seller and Buyer, and County)

(u) **“Permitted Exceptions”** shall mean those exceptions to title to the Property listed on Exhibit E attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(v) **“Predevelopment Expenses”** shall mean any and all actual out of pocket costs incurred by Buyer and paid to third parties in connection with the transactions contemplated by this Agreement, including, without limitation, any and all third-party costs incurred in connection to the review, underwriting, financing and/or development of the Project.

(w) **“Project”** has the meaning set forth in Recital B.

(x) **“Project Building Permits”** means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(y) **“Project Design Documents”** means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(z) **“Property Information”** means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

2. **Purchase and Sale of Property.** Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the Property; all rights, privileges and easements appurtenant to the Property (collectively, the **“Appurtenances”**); all improvements and fixtures located upon the Property (collectively, the **“Improvements”**); to the extent assignable by Seller, all of Seller’s right, title and interest in and to all development rights, entitlements, governmental permits, licenses, certificates and other governmental approvals (including any Bureau of Real Estate approvals), air rights, water, water rights, water stock, utility and other permits, pre-paid fees, deposits, fee and tax credits, and any refunds, if any, that are appurtenant to the Property, all easements, rights of way

and other rights appurtenant used in connection with the beneficial use and enjoyment of Property, and all of the rights of Seller, if any, in any other intangible personal property (including without limitation, all warranties, indemnities, reports, studies and other work product) used in connection with the ownership, use and/or operation of the Property (collectively, the “**Intangible Property**”); and all tangible personal property located on or in, or used in the ownership, use, occupancy or operation of the Property and/or Improvements (collectively, the “**Tangible Property**”). The Property, the Appurtenances, and the Improvements are sometimes referred to herein collectively as the “**Real Property**.” The Real Property, the Intangible Property and the Tangible Personal Property are sometimes referred to herein as the “**Property**.”

3. Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be One Dollar (\$1.00).

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) The acquisition and sale of the Property shall be consummated through an escrow (the “**Escrow**”) to be opened with North American Title Company, Attention: Erin Tweedy, 711 West Kimberly Avenue, Suite 200, Placentia, CA 92870 (the “**Escrow Holder**”). The Purchase Price shall be deposited into Escrow concurrently with opening of the account with the Escrow Holder.

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars (\$100.00) (the “**Independent Consideration**”). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer’s deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the “**Land Closing Date**” (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer’s closing costs and proration charges (the “**Land Closing Amount**”). For purposes of this Agreement, the term “**Land Closing**” means the date upon which the Grant Deed is recorded in the Official Records of Los Angeles County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the “**Grant Deed**”). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner’s Policy of Title Insurance (2006 Form) in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the “**Title Policy**”). The Title Policy shall provide full coverage against mechanics’ and materialmen’s liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the “**Endorsements**”). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the “**Pre-Disapproved Exceptions**”): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current

installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller's affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports, environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the "**Property Information**"). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer's engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the "**Investigations**"). Buyer shall provide Seller not less than 24 hours' notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer's sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller's lenders as additional insureds on Buyer's commercial general liability insurance policy with a combined limit of not less than \$1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") which result from any damage to persons or property caused by Buyer's Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller's acts or omissions or Buyer's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Los Angeles County, California on the date elected by Buyer (the "**Land Closing Date**"); provided, that if the Land Closing Date has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement.

(b) Buyer's Conditions to Land Closing. Buyer's obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee

owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer), then, upon Buyer's request, this Agreement shall terminate. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions to Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project land use entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) Buyer and Seller have entered into a Grant Funding Agreement which will specifically set forth the terms, conditions, and restrictive covenants applicable to the Agency Grant.

(v) Each and all of the representations and warranties made by Buyer in Section 11 hereof shall be true and correct as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller), then, provided Seller is not in default hereunder, upon Seller's request, this Agreement shall terminate. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) An original of the Memorandum of Repurchase Option (defined below) executed and acknowledged by Buyer, as grantor;

(C) An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit D (the "Intangible Assignment"), executed by Buyer, as assignee;

(D) An original of the Repurchase Deed (defined below), executed and acknowledged by Buyer, as grantor;

(E) The Grant Funding Agreement, executed and acknowledged by Buyer, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An original of the Memorandum of Repurchase Option executed and acknowledged by Buyer, as grantee;

(C) An original of the Intangible Assignment, executed by Seller, as assignor;

(D) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(E) The Grant Funding Agreement, executed and acknowledged by Seller, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed, the Grant Funding Agreement, and the Memorandum of Repurchase Option to be recorded in the office of the County Recorder for the Los Angeles County, State of California (in that order) and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations;

(D) Remit to Seller the remaining funds held for Seller's account;

(E) Deliver the original of the Repurchase Deed and an original of the Intangible Assignment; and

(F) Deliver an original of the Intangible Assignment, the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Buyer shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer shall pay the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Los Angeles County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Los Angeles County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors

or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Development Activities and Obligations.

(a) Financing of Project.

(i) Buyer and Seller agree that the development and construction of the Project shall be financed with a combination of (i) the Agency Grant, (ii) the County Grant and (iii) the Bezos Grant.

(b) Agency Financing.

(i) Agency Failure to Fund. If Agency elects not to fund all or a portion of the Project, Buyer shall have the right to terminate this Agreement within three (3) Business Days after receipt of notice of such determination.

(ii) Funding of Agency Financing. The Agency Financing will be structured as a grant to Buyer or Buyer's designee. In connection therewith, Buyer and Seller will enter into a Grant Funding Agreement and other related documents evidencing the Agency Grant ("Agency Grant Agreement Documents") in such a form as is reasonably acceptable to Buyer and Seller. Two (2) Business Days prior to the Outside Grantor's Closing Date, Seller shall deposit an amount equal to the Agency Grant amount with the Escrow Holder which shall be released to Buyer to pay for costs incurred by Buyer in connection with the development and construction of the Project.

10. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.



(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to the Outside Grantor's Closing Date, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the **"Buyer Work Product"**). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

#### 11. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property, which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "**Interim Period**"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to

refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Raymond R. Cruz, City Manager ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

12. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN **"AS IS, WHERE IS"** PHYSICAL CONDITION AND IN AN **"AS IS, WHERE IS"** STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

13. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a "material portion" being more than two percent (2%) of the net acreage of Property) or any adjacent or

neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller's obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

14. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

15. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 13 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

16. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein at any time prior to Grantor's Closing Date and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of One Hundred Dollars (\$100.00). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of One Hundred Dollars (\$100.00) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677.

17. Seller Repurchase Option.

(a) Commencing as of the Land Closing Date, Buyer hereby grants to Seller and Seller hereby accepts from Buyer the exclusive right and option (the "**Repurchase Option**") to repurchase the Property if the Land Closing occurs but the Agency Grant or County Grant Closing has not occurred on or before the Outside Grantor's Closing Date, and Buyer has failed

to obtain alternate financing for the Project development and construction within 360 days of the Outside Grantor's Closing Date, as reviewed and approved by the Agency, which approval will not be unreasonably withheld.

(b) If Seller has the right to repurchase the Property pursuant to the immediately preceding sentence and desires to exercise the Repurchase Option, Seller shall deliver written notice ("**Repurchase Exercise Notice**") thereof to Buyer and Escrow Holder. Upon the delivery of the Repurchase Exercise Notice and the Repurchase Option consideration, Buyer shall transfer the Property to Seller by Grant Deed within ten (10) days subject only to those encumbrances set forth on the Title Policy or such other subsequent encumbrance approved in writing by Seller.

(c) Buyer shall record a memorandum of the Repurchase Option in form and substance reasonable acceptable to Buyer and Seller at Land Closing (the "**Memorandum of Repurchase Option**") which Memorandum of Repurchase Option shall be released upon the issuance of a Certificate of Occupancy by the City (the "Repurchase Release Date"). Buyer shall execute and acknowledge a grant deed reconveying title to the Property to Seller (the "**Repurchase Deed**") which shall be in the same form as the Grant Deed (naming Buyer as the grantor) and which shall be delivered to Seller at the Land Closing. Seller (a) will record the Repurchase Deed only if Buyer has failed to develop and construct the Project and obtain a Certificate of Occupancy from the City within three years from the anniversary date of the Land Closing, and (b) will return the Repurchase Deed to Buyer within ten days following the Repurchase Release Date. Effective upon Seller's recordation of the Repurchase Deed, Seller will accept title to the Property IN AN "AS IS, WHERE IS" PHYSICAL CONDITION AND IN AN "AS IS, WHERE IS" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

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

Within ten days following the Repurchase Release Date, the Seller shall execute such documents and acknowledgment as Buyer may reasonably request acknowledging the termination of the Repurchase Option and the Memorandum of Repurchase Option.

18. Schedule of Performance. The Parties agree to use commercially reasonable efforts to perform their respective obligations hereunder by the dates set forth in the Schedule of Performance.

19. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, officers, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction,

development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim, or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property, not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential, indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing Date and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing Date and not previously disclosed to Buyer, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim, or damages arising from any Buyer Indemnified Parties' negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

## 20. Miscellaneous.

(a) Assignment; Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer:

TWC Housing LLC  
c/o The Whole Child  
10155 Colima Road  
Whittier, CA 90603  
Attn: Constanza Pachon

With a copy to:

Law Offices of Francisca Gonzalez Baxa  
20185 Pingree Way  
Yorba Linda, California 92887  
Attn: Francisca Baxa

If to Seller:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Director of Planning and  
Community Development

If to Escrow Holder:

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 21(e) shall survive the Land Closing or termination of this Agreement.



(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Los Angeles, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Los Angeles, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term "Person" shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day, the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Los Angeles County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii) solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

**BUYER:**

TWC Housing LLC, a California limited liability company

By: The Whole Child, a California nonprofit public benefit corporation  
Its: Sole member and manager

By: \_\_\_\_\_  
Constanza Pachon, CEO

SELLER:  
HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE SPRINGS

BY:  
Raymond R. Cruz, Executive Director

ATTEST:

BY:  
\_\_\_\_\_

APPROVED AS TO FORM:

BY:  
\_\_\_\_\_

Ivy Tsai, Agency General Counsel

EXHIBIT A

**DEPICTION OF MASTER SITE AND THE PROPERTY**

(attached)

## EXHIBIT B

### **PROJECT DESCRIPTION**

This facility will feature 19 units to provide interim housing to homeless families and homeless veteran families. The housing-first, trauma-informed, client centered facility and program will also feature a complete Support Service Center where families will receive housing navigation, employment services, mental health, parent enrichment education, and nutrition education, computer lab and a pantry provided directly from The Whole Child. TWC staff will also connect families to legal services and other community-based services. Families will reside at this facility from 3 to 9 months in average while they work with TWC to secure permanent housing.



EXHIBIT C

**FORM OF GRANT DEED**

(attached)



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Grantor"), does hereby grant to TWC Housing LLC, a California limited liability company, the real property in the County of Los Angeles, State of California, described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2) covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of \_\_\_\_\_, 20\_\_.

THE HOUSING SUCCESSOR AGENCY TO THE  
COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Name: Raymond R. Cruz  
Title: Executive Director

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

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF LOS ANGELES            )        SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SEAL]

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

(To be attached at closing)

EXHIBIT D

**ASSIGNMENT OF INTANGIBLE PROPERTY**

(attached)

## ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Assignor"), and TWC Housing LLC, a California limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale and Development Agreement, dated \_\_\_\_\_, \_\_\_\_\_ ("Agreement"), for the purchase and sale of the "Property" (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor's rights, title and interest in the "Intangible Rights" (as defined below).

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

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable without any consent required, in the following (the "Intangible Rights"):

(a) All contract rights, warranties, guaranties and licenses which benefit the "Property" (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Property, rights, licenses and permits which relate to all or any of the Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Property.

2. "As-Is". The Intangible Rights are hereby acquired by Buyer "as is" without any representation or warranty of any kind or nature of Seller, express, implied or statutory, except as

expressly provided in the Agreement, as to the nature of or title to the Intangible Rights or its fitness for Buyer's intended use of same.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

4. Further Assurances. Assignor and Assignee agree to execute any documents and instruments which any of them deems necessary or appropriate to carry out the purposes of this Assignment and to effectuate the assignment to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

**ASSIGNOR:**

THE HOUSING SUCCESSOR AGENCY TO THE  
COMMUNITY DEVELOPMENT COMMISSION OF  
THE CITY OF SANTA FE SPRINGS

By: \_\_\_\_\_  
Name: Raymond R. Cruz  
Title: Executive Director

**ASSIGNEE:**

TWC Housing LLC, a California limited liability  
company

By: The Whole Child, a California nonprofit public  
benefit corporation

Its: Sole member and manager

By: \_\_\_\_\_  
Constanza Pachon, CEO

EXHIBIT E

**PERMITTED EXCEPTIONS**

(None identified)

EXHIBIT F

MEMORANDUM OF REPURCHASE RIGHT

(attached)



Recording requested by and  
when recorded mail to:

---

(Space above this line is for recorder's use)

### MEMORANDUM OF REPURCHASE RIGHT

THIS MEMORANDUM OF REPURCHASE RIGHT (the "**Memorandum**") is made as of this \_\_\_\_\_, between THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("**Seller**"), and TWC Housing LLC, a California limited liability company, and its permitted successors and assigns ("**Buyer**").

1. Seller and Buyer have entered into that certain Real Estate Purchase and Sale Agreement with Escrow Instructions dated as of \_\_\_\_\_ (the "**Purchase Agreement**") regarding the proposed purchase and sale of that certain real property situated at the northwest corner of Lakeland Road and Laurel Avenue, Santa Fe Springs, Los Angeles County, CA as more fully described in Exhibit "A" attached hereto (the "**Property**"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Concurrently with the recordation of this Memorandum, Seller shall transfer title to the Property to Buyer in accordance with terms of the Purchase Agreement. Buyer has granted Seller the right to repurchase the Property upon the term and conditions set forth in Section 17 of the Purchase Agreement (the "**Repurchase Option**"). The Repurchase Option shall automatically terminate upon issuance by the City of the Certificate of Occupancy for the Project, and this Memorandum shall automatically terminate and be of no further force and effect.

3. This instrument is a memorandum of the Purchase Agreement and is subject to all of the terms and conditions thereof. This instrument is not intended to alter, amend, expand or restrict the terms or provisions of the Purchase Agreement, or the respective rights or obligations of the Seller or Buyer thereunder, all of which are fully incorporated herein by reference. This Memorandum shall be governed by the laws of the State of California. This Memorandum may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Repurchase Right as of the day and year first above written.

**BUYER: TWC Housing LLC, a California limited liability company**

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

Constanza Pachon, CEO

**SELLER: THE HOUSING SUCCESSOR AGENCY  
TO THE COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF SANTA FE  
SPRINGS**

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

Raymond R. Cruz, Executive Director

EXHIBIT "A"

**Legal Description of the Property**

(To be attached at closing)

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

STATE OF CALIFORNIA                    )  
  )       SS.  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SEAL]

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

STATE OF CALIFORNIA                     )  
   )       SS.  
COUNTY OF \_\_\_\_\_                     )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[SEAL]

## SUMMARY REPORT

### PROPOSED PURCHASE AND SALE AGREEMENTS BETWEEN THE HOUSING SUCCESSOR AGENCY OF THE CITY OF SANTA FE SPRINGS AND THE RICHMAN GROUP AND THE WHOLE CHILD FOR THE LAKELAND AND LAUREL AFFORDABLE HOUSING PROJECT 13231 Lakeland Road (APN: 8011-012-902)

Prepared by

The Housing Successor Agency of the City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670

#### A. INTRODUCTION

This Summary Report has been prepared pursuant to Section 33433 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the "CRL") which requires the successor agency to a redevelopment agency or a housing successor agency, prior to selling or leasing any real property acquired in whole or in part, directly or indirectly, with tax increment monies, to prepare a report which contains: (1) a copy of the proposed sale or lease; and (2) a summary of the transaction.

As set forth in section 33433 of the CRL, the following information shall be included in the summary report:

- The cost of the Projects to the Agency, including land acquisition costs, clearance costs, relocation costs, and the costs of any improvements to be provided by the agency;
- The estimated value of the interest to be conveyed, determined at the highest and best use permitted under the redevelopment plan;
- The estimated value of the interest to be conveyed in accordance with the uses, covenants, and development costs required under the proposed agreements, i.e., the reuse value of the site;
- An explanation of why the sale of the property will assist in the elimination of blight; and

- If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

## B. PROPOSED PURCHASE AND SALE AGREEMENTS

The proposed purchase and sale agreements (“PSA” or “PSA’s”) provide for the sale of an approximately ±3.94-acre property, addressed 13231 Lakeland Road (APN 8011-012-902), and located at the northwest corner of Lakeland Road and Laurel Avenue, owned by The Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs (the “Agency”) to two private entities for the development of affordable housing. The property was purchased by the Agency with Low and Moderate Income Housing Funds, which are redevelopment tax increment funds set aside for the purpose of creating and increasing the supply of low and moderate-income housing. Upon the dissolution of redevelopment agencies, the property was transferred to the Agency as a housing asset.

The Agency’s objective in entering into these PSA’s is to effectuate the implementation of certain affordable housing goals developed under a former Redevelopment Plan and the City’s General Plan Housing Element. The property will be subdivided into new parcels with a portion of the property to be sold to The Richman Group of California Development Company (“Richman”) for the development of an approximately 102 unit apartment complex for low and very low income residents focusing on serving veterans and their families.

The remainder of the property will be sold to TWC Housing LLC, a California limited liability company (“The Whole Child” or “TWC”) to construct an interim housing facility. This facility will feature 19 units to provide interim housing to homeless families and homeless veteran families. The housing-first, trauma-informed, client centered facility and program will also feature a complete Support Service Center where families will receive housing navigation, employment services, mental health, parent enrichment education, and nutrition education, computer lab and a pantry provided directly from The Whole Child. TWC staff will also connect families to legal services and other community-based services. Families will reside at this facility from 3 to 9 months in average while they work with TWC to secure permanent housing.

### C. COST OF THE LAND SALE TO THE AGENCY

The Property to be sold pursuant to the PSA's was acquired for the purpose of future private development of affordable housing on May 2, 2008, for \$7,000,000. The total amount expended by the Agency on the above site was approximately \$50,000 for the demolition of two large metal buildings that were on the site.

### D. CONSIDERATION RECEIVED AND REASONS THEREFORE

Both Richman and TWC will pay a diminimus amount for the Property, \$100 and \$1.00 respectively, which is necessary for their projects to be economically feasible. To construct affordable housing projects, substantial subsidies are required from government agencies which typically include below market transfers of property, low or zero interest loans, and grants. Both the Richman and TWC projects were analyzed by the firm of MDG Associates, Inc. for financial feasibility and compliance with affordable housing regulations. It has been determined that contribution of the land by the Agency is necessary to subsidize the project development costs if the project is going to serve the targeted income levels of the residents.

### E. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

#### 1. Estimated Value at Highest and Best Use

The highest and best use for the Property pursuant to the City's General Plan and Redevelopment Plan for the Project Area is its reuse as a site for the construction of affordable housing. The MGD Associates Inc. project analysis report utilized market rate land values per square foot to determine an appropriate land value for the property to be conveyed. Estimated land values without reductions or offsets for environmental conditions or regulatory restrictions for each PSA are as follows:

Richman Group - \$5,018,670

TWC - \$1,528,861

#### 2. Reuse Value Pursuant to the PSA and Affordable Housing Regulatory Obligations.

Reuse value is defined in California Health and Safety Code Section 33433(a)(2)(B)(iii), as the estimated value of property determined by the use with consideration of the conditions, covenants, and development costs required by the sale. The reuse value of the property, therefore, is a direct function of the



development economics specific to the proposed Project as shaped by the requirements of the intended use as affordable housing to low and very low income residents and interim housing and services for homeless families and homeless veteran families.

Richman's proposed project specifies that 42 of the 102 units will be designated as LMIHAF-assisted units, while 59 units will be funded with and designated as TCAC restricted. The proposed affordability targets for the rental units are as follows:

Income Target	Bedrooms	Number of Units	%
30% AMI -	1 Bedroom	18	17.65
60% AMI -	1 Bedroom	4	3.92
80% AMI -	1 Bedroom	0	0.00
30% AMI -	2 Bedroom	6	5.88
60% AMI -	2 Bedroom	3	2.94
80% AMI -	2 Bedroom	1	0.98
30% AMI - LMIHAF	3 Bedroom	6	5.88
60% AMI - LMIHAF	3 Bedroom	3	2.94
80% AMI - LMIHAF	3 Bedroom	1	0.98
50% AMI - TCAC	1 Bedroom	25	24.51
50% AMI - TCAC	2 Bedroom	16	15.69
50% AMI - TCAC	3 Bedroom	18	17.65
Manager's Unit	2 Bedroom	1	0.98
Total		102	100.00

Total development cost for the Richman apartment project is estimated to be \$47,766,142; which based on the line items detailed within the development proforma appear reasonable and consistent with equivalent scale projects and results in an aggregated cost of \$587 per square foot. In addition to the value of the land, Richman is asking for an additional contribution to the financing of the Project in the amount of \$6,000,000 in LMIHAF funds, which are to be repaid to the Housing Successor in the form of a 3% simple interest residual receipts loan.

The contribution of the land is also necessary for the viability of the TWC interim housing and services to veterans facility. The land value is estimated at \$1,528,861 prior to adjustments for environmental conditions on the property.

The current condition of the property is affected by a plume of contaminants from an adjacent industrial site. The MGD Associates study indicates a 5% reduction in land value is appropriate under the circumstances. The adjusted land values to reflect the 5% reduction are as follows:

Richman Group - \$4,767,744

TWC - \$1,452,425

Without the contribution of the land to the Richman and TWC projects, neither project is financially feasible and the project would not be developed.

#### F. ELIMINATION OF BLIGHT

Development of the Property as described above will eliminate blight within the Project Area as follows:

- A. The developers will undertake remediation and clean up of the environmental deficiencies at the Project site.
- B. The re-planning, redesign and development of undeveloped property which is stagnant and underutilized.
- C. The sale to the Developer will result in a productive re-use and provide needed additional affordable housing for low income households. The proposed project is undertaken to comply with housing replacement and production requirements imposed on the Agency under the CRL and other state housing production statutes, regulations and goals.



# City of Santa Fe Springs

City Council Meeting

March 2, 2021

## CONSENT AGENDA

Minutes of the January 18, 2021 Special City Council Meeting

### RECOMMENDATION(S)

- Approve the minutes as submitted.

### BACKGROUND

Staff has prepared minutes for the following meeting:

- January 18, 2021 Special Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz  
City Manager

### Attachments:

1. January 18, 2021 Special Meeting Minutes



APPROVED:

## MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

January 18, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order via teleconference at 4:09 P.M

2. **ROLL CALL**

**Members present:** Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

**Members absent:** None.

3. **PUBLIC COMMENTS:** None.

### CITY COUNCIL

#### **NEW BUSINESS**

4. Establishment and Implementation of a Restaurant Assistance Grant Program not to Exceed \$250,000 (Planning)

**Recommendation:**

- Approve the Establishment and Implementation of a Restaurant Assistance Grant Program not to Exceed \$250,000; and
- Establish, with the assistance of the consultant firm of Michael Baker International, a marketing plan (optional) and grant program guidelines and requirements for the Restaurant Assistance Grant Program; and
- Appropriate up to \$250,000 from General Fund Revenues to implement the Restaurant Assistance Grant Program.

Director of Planning, Wayne Morrell introduced Senior Management Analyst, Maribel Garcia to provide a presentation on Item No. 4. She introduced a finalized list of 61 establishments that were eligible for financial assistance for Council's review. The list consisted of 236 entries but was minimized after certain establishments failed to meet the required criteria. Director of Planning, Wayne Morrell provided additional information on the list and introduced Kristine Gaa from Michael Baker International to answer additional questions.

Ms. Gaa stated that attestations could be required in order for the City to track how the establishments will be using the monies moving forward. She added that monies could be specified to be used in whatever way Council directs.

Mayor Pro Tem Rodriguez asked if businesses within the City that do not have a current business license would be ineligible to receive assistance.

Director of Planning, Wayne Morrell stated that there are businesses on the final list that

do not have a current business license.

Councilmember Sarno and Councilmember Zamora expressed that they believe that businesses that have not been compliant with keeping up-to-date business licenses should be excluded from receiving assistance, not including those for this current fiscal year due to COVID-19.

Director of Finance, Travis Hickey provided information on the typical process of issuance of a business license.

Ms. Gaa reiterated that because the money is coming from General Funds, Council can be more flexible with the guidelines on who can receive monies. Director of Planning, Wayne Morrell stated that Council has the option to abide by separate guidelines if they choose.

Councilmember Sarno suggested that the City reach out to specific restaurants and have them list their overhead costs in an itemized manner. Ms. Gaa recommended for the City not to reach out directly because of the implication that if the City reaches out directly, it might be perceived that they will be guaranteed money. Instead she suggested that each business submit an application on their own.

City Attorney, Ivy M. Tsai stated that hand-picking businesses might open Council up to claims of discrimination, and it is recommended to have established criteria for businesses and then inform them of the grant availability.

Discussion ensued amongst Council and directed staff to remove additional businesses that are considered “chains” and “grab-and-go” locations, and Council directed staff to only include businesses that fall within a certain geographical boundary. Ms. Gaa recommended for staff to vet the businesses that fall within that geographical boundary, and to only send communications to said businesses to avoid conflict. Council directed the geographical area as follows: 605 Freeway at Los Nietos Rd, moving south along the 605 Freeway until Florence Avenue, moving east along Florence Avenue until Bloomfield Ave/Santa Fe Springs Rd, moving north along Bloomfield Ave/Santa Fe Springs Rd until Los Nietos Rd, and moving west along Los Nietos Rd until the 605 Freeway, with a maximum of \$25,000 per business based on demonstrated need through documentation, having a current business license, and will remain open up to one year upon receiving grant funding.

It was moved by Councilmember Zamora, seconded by Councilmember Sarno, to approve the Establishment and Implementation of a Restaurant Assistance Grant Program not to Exceed \$250,000, establish, with the assistance of the consultant firm of Michael Baker International, a marketing plan (optional) and grant program guidelines and requirements for the Restaurant Assistance Grant Program, and appropriate up to \$250,000 from General Fund Revenues to implement the Restaurant Assistance Grant Program, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nays:** None  
**Absent:** None

**NEW BUSINESS**

5. Consideration of an Amendment to the Agreement with Michael Baker International Inc., in an Amount Not to Exceed \$30,000, for Consultant Services Relating to a Restaurant Grant Assistance Program (Planning)

**Recommendation:**

- Approve Amendment No. One to the Agreement with Michael Baker International, Inc., in the amount not to exceed \$30,000, to assist the City with a Restaurant Grant Assistance Program.
- Authorize the City Manager or designee to execute and administer the Agreement.
- Appropriate up to \$30,000 from General Fund Revenues.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 5. Ms. Gaa stated that the actual amount would be significantly less than \$30,000 due to the reduction of eligible restaurants. City Attorney Ivy M. Tsai stated that a revised recommendation was not to exceed \$30,000, and allow the City Manager to approve a revised proposal from Michael Baker International, and for any difference in the revised proposal to be potentially applied to the grant funding.

It was moved by Councilmember Sarno, seconded by Councilmember Zamora, to approve Amendment No. One to the Agreement with Michael Baker International, Inc., in the amount not to exceed \$30,000, to assist the City with a Restaurant Grant Assistance Program, authorize the City Manager or designee to execute and administer the Agreement, and appropriate up to \$30,000 from General Fund Revenues, along with staff recommendations, by the following vote:

**Ayes:** Sarno, Trujillo, Zamora, Rodríguez, Mora  
**Nayes:** None  
**Absent:** None

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6. **ADJOURNMENT**

Mayor Mora adjourned the joint meeting at 5:42 p.m.

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John M. Mora  
Mayor

**ATTEST:**

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Janet Martinez  
City Clerk

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Date



## City of Santa Fe Springs

*City Council Meeting*

*March 2, 2021*

### **CONSENT AGENDA**

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

#### **RECOMMENDATION(S)**

- 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.

Raymond R. Cruz  
City Manager

#### **Attachment(s):**

None



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8C

March 2, 2021

## **CONSENT AGENDA**

Resolution No. 9705 – Ordering the Preparation of the Engineer's Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Street Lighting District No. 1

## **RECOMMENDATION**

- Adopt Resolution No. 9705, ordering the preparation of the Engineer's Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Street Lighting District No. 1.

## **BACKGROUND**

The City of Santa Fe Springs formed the Lighting District No. 1 on May 26, 1982, according to the provisions of the Landscaping and Lighting Act of 1972. However, to levy the assessments against the properties located within the Lighting District on an annual basis, it is necessary for the City to prepare an Engineer's Report for the Lighting District.

The required documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972, as contained in the Streets and Highways Code.

The approval of Resolution No. 9705, orders the preparation of cost estimate, assessment diagram, assessment, and Engineer's Report for the annual update of the Lighting District.

A handwritten signature in blue ink, appearing to read "Ray Cruz".

Raymond R. Cruz  
City Manager

## **Attachments:**

Attachment No. 1: Resolution No. 9705

Attachment No. 2: Boundary Map



**RESOLUTION NO. 9705**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2021/22 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR STREET LIGHTING DISTRICT NO. 1**

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

**CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1**

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2021 and ending June 30, 2022; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy" as submitted to this City Council, showing the boundaries of the proposed

area to be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

Section 5: That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.

Section 6: That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this **2<sup>nd</sup>** day of **March, 2021**.

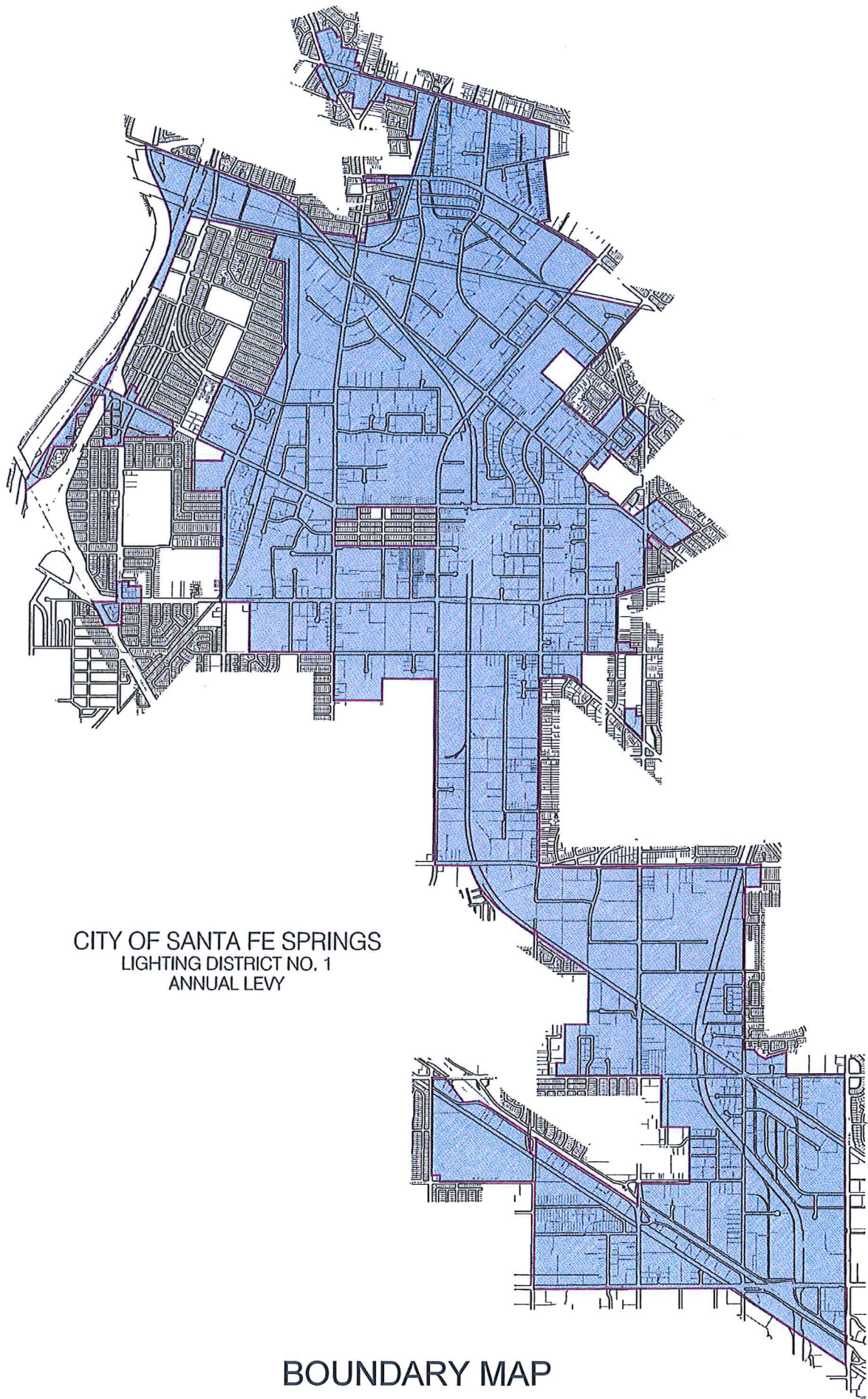
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John M. Mora, Mayor

ATTEST:

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Janet Martinez, CMC, City Clerk



CITY OF SANTA FE SPRINGS  
LIGHTING DISTRICT NO. 1  
ANNUAL LEVY

BOUNDARY MAP



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8D

March 2, 2021

## CONSENT AGENDA

Resolution No.9706 – Ordering the Preparation of the Engineer's Report for Fiscal Year 2021/22 in Conjunction with the Annual Levy of Assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

## RECOMMENDATION

- Adopt Resolution No. 9706, ordering the preparation of the Engineer's Report for Fiscal Year 2021/22 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive).

## BACKGROUND

The Heritage Springs Assessment District was established in May 2001, according to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements required for the development of the District.

The District also included a mechanism to provide funding on an annual basis for ongoing street maintenance to include slurry sealing, street resurfacing and street reconstruction as needed. The requirement for a street maintenance district component was a condition of approval for the development. The two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street were last slurry-sealed in Fiscal Year 2017/18.

The approval of Resolution No.9706, orders the preparation of plans, specifications, cost estimates, assessment diagram, assessment, and the Engineer's Report for the annual update of the Assessment District.

A handwritten signature in blue ink, appearing to read "Ray Cruz".

Raymond R. Cruz  
City Manager

## Attachments:

Attachment No. 1: Resolution No. 9706

Attachment No. 2: Boundary Map

**RESOLUTION NO. 9706**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,  
CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR  
FISCAL YEAR 2021/22 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR  
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET  
AND PALM DRIVE)**

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for an assessment district established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highways Code.)

**CITY OF SANTA FE SPRINGS  
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01  
(HAWKINS STREET AND PALM DRIVE)**

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2021 and ending June 30, 2022; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 12 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. A proposed assessment of the estimated costs for maintenance work for said fiscal year.

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

Section 1: That the above recitals are true and correct.

Section 2: That a map entitled "Boundary Map Heritage Springs Assessment District No. 2001-01" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

Section 3: That the proposed maintenance work within the area proposed to be assessed shall be for certain improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4: That Noe Negrete, City Engineer, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code).

Section 5: That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 10203 and 10204 of said Streets and Highways Code.

Section 6: That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this **2<sup>nd</sup>** day of **March, 2021**.

\_\_\_\_\_  
John M. Mora, Mayor

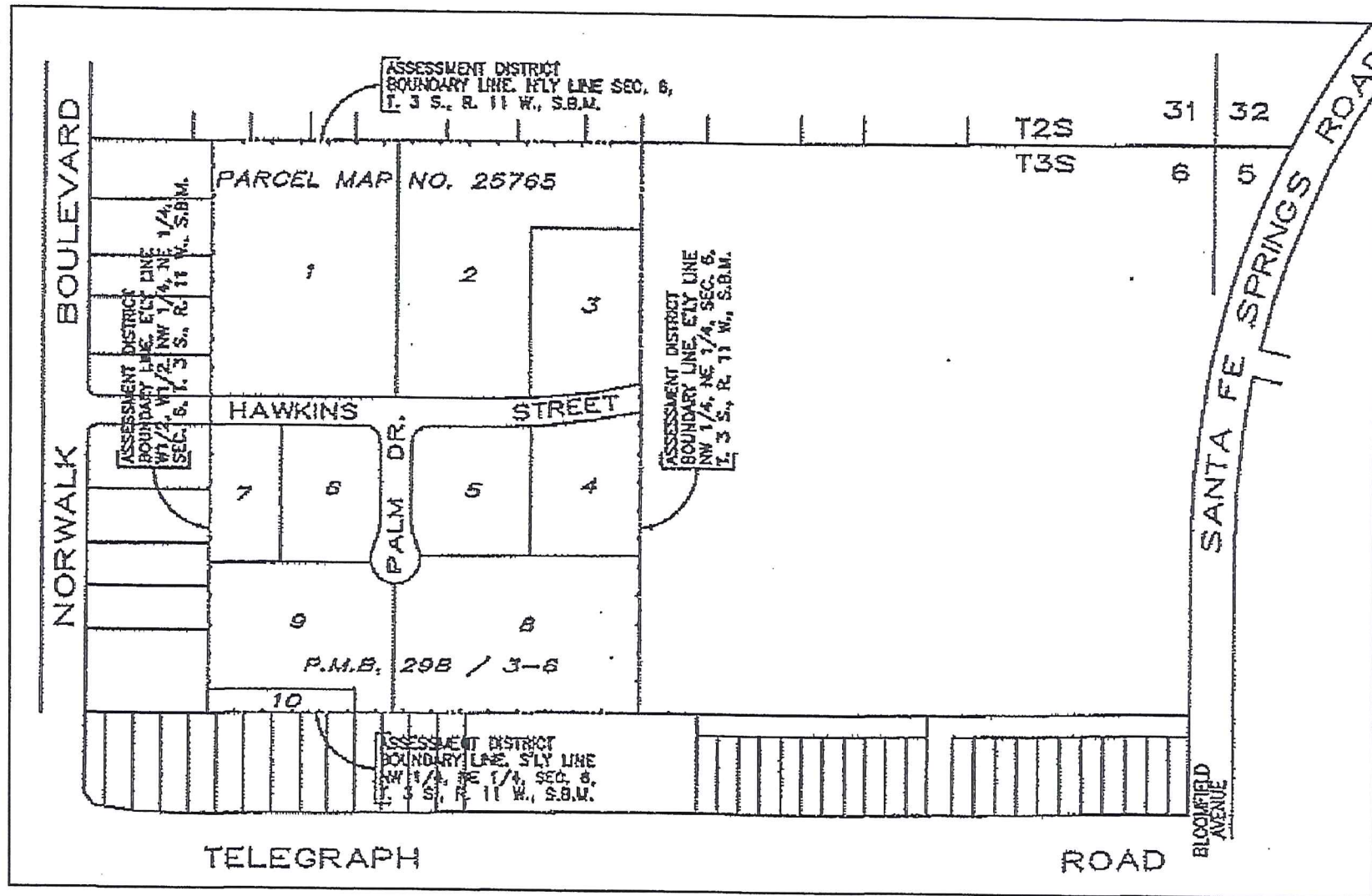
ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk



# BOUNDARY MAP

## HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





# City of Santa Fe Springs

City Council Meeting

March 2, 2021

## CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

### RECOMMENDATION

- Adopt Resolution No. 9707:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

### BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. California's "Stay Home" Executive Order and Public Health Order, as well as the state's "Blueprint for a Safer Economy" for the gradual reopening of certain businesses and activities, remain in effect. Los Angeles County is currently in Tier 1 (Widespread), the highest risk level under the Blueprint for a Safer Economy.

Although vaccines for COVID-19 are in the process of being distributed, eligibility in Los Angeles County is currently limited to Phase 1A (healthcare workers and residents of skilled nursing facilities and other long care facilities) and those in Phase 1B who are 65 years of age or older. As of February 23, 2021, the Los Angeles Department of Public Health reported 1,183,378 cases of COVID-19 in Los Angeles County, including 20,057 deaths, with 2,718 cases and 34 deaths reported in Santa Fe Springs. COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist. Therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).





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

*City Council Meeting*

*March 2, 2021*

Raymond R. Cruz  
City Manager

Attachment:  
Resolution No. 9707

**RESOLUTION NO. 9707**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19**

**WHEREAS**, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

**WHEREAS**, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

**WHEREAS**, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

**WHEREAS**, the City Council previously adopted Resolution Nos. 9672, 9684, 9696, and 9701 reaffirming the existence of a local emergency due to the threat of COVID-19; and

**WHEREAS**, Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

**WHEREAS**, California's "Stay Home" Executive Order and Public Health Order, as well as the state's "Blueprint for a Safer Economy" for the gradual reopening of certain businesses and activities, remain in effect, and Los Angeles County is currently in Tier 1 (Widespread), the highest risk level under the Blueprint for a Safer Economy; and

**WHEREAS**, although vaccines for COVID-19 are in the process of being distributed, eligibility in Los Angeles County is currently limited to Phase 1A (healthcare workers and residents of skilled nursing facilities and other long care facilities) and those in Phase 1B who are 65 years of age or older; and

**WHEREAS**, as of February 23, 2021, the Los Angeles Department of Public Health

reported 1,183,378 cases of COVID-19 in Los Angeles County, including 20,057 deaths, with 2,718 cases and 34 deaths reported in Santa Fe Springs; and

**WHEREAS**, COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

**APPROVED and ADOPTED this 2<sup>nd</sup> day of March, 2021.**

AYES:

NOES:

ABSENT:

ABSTAIN:

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John Mora, Mayor

ATTEST:

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Janet Martinez, CMC, City Clerk



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

March 2, 2021

## PUBLIC HEARING

### Annual Weed Abatement Program

#### **RECOMMENDATION(S)**

- Conduct a Public Hearing on Weed Abatement and direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

#### **BACKGROUND**

On February 11, 2021, the City Council adopted Resolution No. 9704 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Tuesday, March 2, 2021, at 6:00 P.M. is set for a Public Hearing of protests to the abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted.

It would be appropriate for the Mayor to conduct the Public Hearing and hear from any person(s) who would like to address the City Council.

Raymond R. Cruz  
City Manager

#### **Attachment(s):**

1. Resolution No. 9704
2. Declaration List

**RESOLUTION NO. 9704**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF**

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

**BE IT RESOLVED THAT**, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

**SECTION 1.** That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the city attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

**SECTION 2.** That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

**SECTION 3.** That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a seasonal and recurrent public nuisance and should be abated as such.

**SECTION 4.** That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto and by this reference made a part hereof as though set forth in full at this point.

**BE IT THEREFORE RESOLVED**, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to wit.

NOTICE TO DESTROY WEEDS,  
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 11, 2021, the City Council of the City of Santa Fe Springs will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 11710 East Telegraph Road, Santa Fe Springs, CA 90670, in the Council Chambers on March 2, 2021 at 6:00 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

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City Clerk of the City of Santa Fe Springs

**BE IT THEREFORE RESOLVED**, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

**BE IT FURTHER RESOLVED THAT**, the 2<sup>nd</sup> day of March, 2021, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

**BE IT RESOLVED THAT** the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to March 2, 2021.

**APPROVED and ADOPTED** this 11<sup>th</sup> day of February, 2021 by the following roll call vote:

AYES: Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora  
NOES: None  
ABSENT: None  
ABSTAIN: None



John M. Mora, Mayor

ATTEST:



Janet Martinez, CMC, City Clerk

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05	623	13500 FIRESTONE BLVD 7005 014 918 2 8		0000000
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05	623	8005 012 027 2 8	0000000	
05	623	10137 NORWALK BLVD 8005 012 047 8 8		0000000
05	623	12171 TELEGRAPH RD 8005 012 902 2 8		0000000
05	623	8005 015 047 1 8	0000000	
05	623	8005 015 048 0 8	0000000	
05	623	8005 015 049 9 8	0000000	
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05	623	8009 004 119 4 8	0000000	
05	623	8009 004 127 4 8	0000000	
05	623	8009 004 128 3 8	0000000	
05	623	8009 022 071 2 8	0000000	
05	623	8011 004 031 5 8	0000000	
05	623	8011 004 058 3 8	0000000	
05	623	8011 004 064 5 8	0000000	
05	623	13007 TELEGRAPH RD 8011 005 013 4 8		0000000
05	623	10330 GREENLEAF AVE 8011 005 034 9 8		0000000
05	623	8011 007 026 5 8	0000000	
05	623	8011 007 027 4 8	0000000	
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05	623	8011 007 041 6 8	0000000	
05	623	10712 LAUREL AVE 8011 009 935 1 8		0000000
05	623	8011 011 906 2 8	0000000	
05	623	8011 011 907 1 8	0000000	
05	623	8011 011 912 4 8	0000000	
05	623	10765 PAINTER AVE 8011 015 041 9 8		0000000
05	623	8011 017 015 7 8	0000000	
05	623	8011 017 035 3 8	0000000	
05	623	8011 017 036 2 8	0000000	
05	623	8011 017 037 1 8	0000000	
05	623	8011 017 064 7 8	0000000	
05	623	8011 018 901 2 8	0000000	
05	623	8011 018 902 1 8	0000000	



05	623	8011 018 903 0	8	0000000	
05	623	8011 018 904 9	8	0000000	
05	623	8011 018 905 8	8	0000000	
05	623	8011 018 906 7	8	0000000	
05	623	8011 019 911 8	8	0000000	
05	623	8017 018 800 8	8	0000000	
05	623	8017 018 801 7	8	0000000	
05	623	8017 018 802 6	8	0000000	
-05	623	13215 CAMBRIDGE ST	8059 001 017 2	8	0000000
05	623		8059 029 016 4	8	0000000
05	623		8069 004 803 2	8	0000000
05	623	14150 ROSECRANS AVE	8069 006 044 6	8	0000000
05	623		8069 011 801 9	8	0000000
05	623		8069 011 802 8	8	0000000
05	623		8069 013 802 4	8	0000000
05	623		8069 016 913 3	8	0000000
05	623		8167 001 807 5	8	0000000
05	623		8167 002 025 9	8	0000000
05	623		8167 002 026 8	8	0000000
05	623		8167 002 051 6	8	0000000
05	623		8167 002 052 5	8	0000000
05	623		8167 002 053 4	8	0000000
05	623		8168 001 815 4	8	0000000
05	623		8168 001 816 3	8	0000000
05	623		8168 002 901 7	8	0000000
05	623		8168 007 814 2	8	0000000
05	623		8168 007 816 0	8	0000000
05	623		8168 009 030 6	8	0000000
05	623		8168 011 802 8	8	0000000
05	623		8168 011 803 7	8	0000000
05	623		8168 012 814 2	8	0000000
05	623	8723 SANTA FE SPRINGS RD	8168 022 036 3	8	0000000
05	623	11790 SLAUSON AVE	8168 023 048 7	8	0000000
05	623		8177 029 810 9	8	0000000
05	623		8177 029 815 4	8	0000000
05	623		8177 029 823 4	8	0000000
05	623		8178 004 065 3	8	0000000
05	623		8178 035 811 4	8	0000000
05	623		8178 035 812 3	8	0000000
05	623		8178 035 815 0	8	0000000
05	623		8178 036 803 2	8	0000000
05	623		8178 036 804 1	8	0000000
05	623		8178 037 805 8	8	0000000
05	623		8178 037 806 7	8	0000000
05	623		8178 037 811 0	8	0000000

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF SANTA FE SPRINGS**  
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 801	CARMENITA	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
8002 019 042	BELL RANCH DR	MCMASTER CARR SUPPLY CO	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 047	10025 BLOOMFIELD AVE	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8005 015 048	SANTA FE SPRINGS RD	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8005 015 049	SANTA FE SPRINGS RD	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8005 015 050	SANTA FE SPRINGS RD	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8005 015 051	SANTA FE SPRINGS RD	BREITBURN OPERATING LP	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 097	CLARK ST	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF SANTA FE SPRINGS**  
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 022 071	FLORENCE AVE	SFS REAL ESTATE & RECOVERY LLC	2140 S DUPONT HWY	CAMDEN DC	19934
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	PITTS,MARVIN E TR	P O BOX 3033	WHITTIER CA	90605
8011 005 034	10330 GREENLEAF AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 027	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 028	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 029	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF SANTA FE SPRINGS**  
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	PO BOX 1367	SUN VALLEY CA	91353
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LAUREL AVE	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 907	LAKELAND RD	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 912	LAUREL AVE	COMMUNITY DEV COMMISSION SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	BUTLER,ROBERT F TR ET AL	17110 BROOK CT	MOUNT VERNON WA	98274
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPRINGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF SANTA FE SPRINGS**  
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
- 8059 001 017	13215 CAMBRIDGE ST	FSFS LLC, C/O EDWARD FINEMAN	10314 SUNNINGDALE DR	RANCHO MIRAGE CA	92270
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8069 004 803	SHOEMAKER AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 006 044	14150 ROSECRANS AVE	CONNECTICUT GENERAL LIFE	1420 BRISTOL ST N STE 100	NEWPORT BEACH CA	92660
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 016 913	EXCELSIOR DR	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90670
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1700 FARMAN ST FL-10	OMAHA NE	68102
8167 002 025	9648 SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 026	SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 051	GREENLEAF AVE	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 052	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8167 002 053	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179

LOS ANGELES COUNTY DECLARATION LIST  
**CITY OF SANTA FE SPRINGS**  
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 007 814	DICE RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 009 030	SORENSEN AVE	VALVOLINE INC	9520 JOHN ST	SANTE FE SPRINGS CA	90670
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 022 036	8721 SANTA FE SPRINGS RD	COCHRAN,TERRY K	14302 CULLEN ST	WHITTIER CA	90605
8168 023 048	11790 SLAUSON AVE	CLEMENTE,FELIPE AND	2505 KANSAS AVE	SOUTH GATE CA	90280
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2 INNOVATION WAY 2ND FLOOR	POMONA CA	91768
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 004 065	NORWALK BLVD	CHAVEZ,WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660

2021

DATE: 01/07/2021

## LOS ANGELES COUNTY DECLARATION LIST

**CITY OF SANTA FE SPRINGS**

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
TOTAL VACANT/IMPROVED RECORDS					1
TOTAL UNIMPROVED RECORDS					97
TOTAL RECORDS					98



## City of Santa Fe Springs

City Council Meeting

March 2, 2021

### **NEW BUSINESS – INTRODUCTION OF ORDINANCE**

Introduction of Ordinance No. 1117– An Ordinance adding Chapter 40 to the Title III of the Santa Fe Springs Municipal Code Requiring Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest

#### **RECOMMENDATION:**

- Introduce by title only and waive further reading of Ordinance No. 1117.

#### **BACKGROUND**

Since the enactment of the Political Reform Act, candidates and committees have complied with filing requirements by filing paper copies of Statements of Economic Interest and Campaign Disclosure Statements. Government Code section 84615 allows local government agencies to require an elected and appointed official, candidate, or committee to file Fair Political Practices Commission (FPPC) campaign statements, reports, or other documents online or electronically with a local filing officer such as the City Clerk.

In order for the City of Santa Fe Springs to require electronically filed statements, the City Council must adopt Ordinance No. 1117 to allow the use of an online filing system for filing and designating the filings received electronically by the City Clerk's Office as the filings of record for the City. In addition, the system must operate securely and effectively, be no cost to filers, be available to the public to view filings, not place an undue burden on filers, and include procedures for filers to comply with the requirement that they sign statements and reports under penalty of perjury. If allowed, the City Clerk will schedule training for each filer.

If adopted, the Ordinance will implement electronic filings of FPPC Form 700 "Statement of Economic Interest" and the campaign finance component of the NetFile system, and will only apply to those filers that exceed a threshold of \$2,000 for expending or receiving campaign funds. This threshold is consistent with the Political Reform Act (the "Act"), which recognizes campaigns that spend or raise more than \$2,000 as "Controlled Committees." Under the Act, these types of committees are obligated to file detailed campaign finance disclosure statements, also known as Form 460s. For those smaller campaigns that do not exceed the \$2,000 threshold, they may continue to file paper versions of the Form 470 disclosure forms. It should be noted that the NetFile system is able to accommodate the online filing of several types of required forms by the FPPC, including Forms 460, 470, 496, and 497, which are the most commonly used in Santa Fe Springs' local election campaigns.

The NetFile system is created specifically for cities and counties responsible for administering campaign finance filings and Statements of Economic Interest, meets the requirements of the Secretary of State, and allows for electronic and paperless filing of campaign statements.





# City of Santa Fe Springs

City Council Meeting

March 2, 2021

To ensure a smooth transition, and as part of the agreement and acquisition of the system, NetFile and the City Clerk's Office can offer extensive training to filers and committees. Staff can schedule one-on-one training with NetFile staff and individual filers and treasurers that will cover the entire electronic filing process. This can include the set-up of filer accounts, explaining the online filing process, showing how to input data and save reports, preparing statements for e-signature, and finalizing statements for electronic filing.

In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at three separate locations, creating the essential safety measures and redundancy that will allow for recovery of information in the event of an emergency or disaster. The City's data will be retained for the required minimum 10-year period. For professional treasurers that have already purchased campaign software, NetFile is able to receive uploaded data from certain types of third-party applications for electronic filing purposes.

The City's current process and management of Statement of Economic Interest and Campaign Disclosure Statements is completely paper copies, which results in a lengthy process for both staff and committee filers. In addition, the City Clerk's Office no longer has storage availability to file additional documents at City Hall and would like to avoid paying any fees for off-site storage. Therefore, since the City Clerk's Office has already been using the system NetFile for Statement of Economic interest, staff recommends to also use NetFile for Campaign statements and implement strictly electronic filings for all FPPC forms.

Raymond R. Cruz  
City Manager

Attachments:

1. Ordinance No. 1117
2. Government Code Section 84615

## ORDINANCE NO. 1117

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADDING CHAPTER 40 TO TITLE III OF THE SANTA FE SPRINGS MUNICIPAL CODE TO REQUIRE ELECTRONIC AND ONLINE FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

WHEREAS, California Government Code section 84615 provides that a legislative body of local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act (Government Code section 84100 *et seq.*), except those who receive contributions totaling less than two thousand dollars (\$2,000), and make expenditures totaling less than two thousand dollars (\$2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Council expressly finds and determines that the online electronic filing system used by the City will operate securely and effectively and will not unduly burden filers; and

WHEREAS, the City currently uses NetFile, which is on the Secretary of State's list of vendors and service providers approved for electronic filing in California; and

WHEREAS, the City will ensure that any use of any other electronic filing system in the future will be in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

**SECTION 1.** Chapter 40 is hereby added to Title III (Administration) of the Santa Fe Springs Municipal Code to read as follows:

#### CHAPTER 40: ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

##### § 40.01 AUTHORITY

This chapter is enacted pursuant to Government Code section 84615.

##### § 40.02 ELECTRONIC FILING REQUIRED

A. Any elected officer, candidate, committee or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act (Government Code section 84100 *et seq.*)

shall file those statements, reports or other documents online or electronically with the City Clerk. However, an elected officer, candidate, committee or other person who receives contributions totaling less than two thousand dollars (\$2,000), and make expenditures totaling less than two thousand dollars (\$2,000) in a calendar year, is not subject to the requirements of this section.

B. Any person holding a position listed in Government Code section 87200, as may be amended, or designated in the city's conflict of interest code shall file any required Statement of Economic Interest (Form 700) electronically with the City Clerk.

C. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.

D. The electronic filing system shall comply with the requirements of Government Code section 84615 and any future amendments thereto.

**SECTION 2.** 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 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 \_\_\_\_\_ 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Mora, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

## **Government Code Section 84615**

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A local government agency may require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100), except an elected officer, candidate, committee, or other person who receives contributions totaling less than two thousand dollars {\$2,000), and makes expenditures totaling less than two thousand dollars {\$2,000) in a calendar year, to file those statements, reports, or other documents online or electronically with a local filing officer. A local government agency that requires online or electronic filing pursuant to this section shall comply with all of the following:

- (a) The legislative body for the local government agency shall adopt an ordinance approving the use of online or electronic filing, which shall include a legislative finding that the online or electronic filing system will operate securely and effectively and would not unduly burden filers. The ordinance adopted by the legislative body for the local government agency may, at the discretion of that legislative body, specify that the electronic or online filing requirements apply only to specifically identified types of filings or are triggered only by identified monetary thresholds. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically.
- (b) The online or electronic filing system shall accept a filing in the standardized record format that was developed by the Secretary of State pursuant to paragraph (2) of subdivision (a) of Section 84602, or the local government agency may transition to the Cal-Access Replacement System format, and then the system shall accept a filing in the new standardized record format developed by the Secretary of State pursuant to subdivision (b) of Section 84602, and that is compatible with the Secretary of State's system for receiving an online or electronic filing.
- (c) The online or electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.
- {d) {1) The local filing officer shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date and the time that the statement, report, or other document was received by the filing officer and the method by which the filer may

view and print the data received by the filing officer.

(2) A copy retained by the filer of a statement, report, or other document that was filed online or electronically and the confirmation issued pursuant to paragraph (1) that shows the filer timely filed the statement, report, or other document shall create a rebuttable presumption that the filer timely filed the statement, report, or other document.

(e) The date of filing for a statement, report, or other document that is filed online or electronically shall be the day that it is received by the local filing officer.

(f) The local filing officer shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The local filing officer shall make a complete, unredacted copy of any statement, report, or other document filed pursuant to this section, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

(g) The online or electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004.

(h) The local government agency shall enable filers to complete and submit filings free of charge.

(i) The local filing officer shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement, report, or other document filed pursuant to this section, which shall serve as the official version of that record for purpose of audits and any other legal purpose. Data that has been maintained for at least 10 years may then be archived in a secure format.

(j) Notwithstanding any other provision of law, any statement, report, or other document filed online or electronically pursuant to this section shall not be required to be filed with the local filing officer in paper format.

*(Amended by Stats. 2018, Ch. 662, Sec. 28. {SB 1239} Effective January 1, 2019. Conditionally operative on date prescribed by Stats. 2018, Ch. 662, Sec. 44.)*



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

*City Council Meeting*

**ITEM NO. 11**

*March 2, 2021*

## **NEW BUSINESS**

Authorize the Purchase of Replacement Mobile Data Computers (MDCs) for the Santa Fe Springs Policing Team

### **RECOMMENDATION**

- Authorize the Director of Purchasing Services to issue the purchase order to facilitate the procurement of Mobile Data Computers from CDCE Incorporated in an amount not to exceed \$188,624; and
- Appropriate \$28,624 from the General Fund reserves to the Non-Recurring Police Services activity to adjust the budgeted funds available for FY 2020-21.

### **BACKGROUND**

In the current Fiscal Year 2020/21 City Budget, the City Council approved funding to replace/upgrade all the Mobile Data Computers (MDCs) for the Santa Fe Springs Policing Team. The MDCs currently installed in the police and public safety patrol vehicles are used to communicate "calls for service" information between the dispatchers and police/public safety officers. MDCs also allow officers to query local, state, and federal databases regarding license plates, driver's histories, outstanding warrants, etc. Since the purchase of the current MDCs 8 years ago, mobile computing technology has advanced significantly to include features such as photo transfers, videos, and large files, as well as the integration of other digital management databases. These expanded technological advancements allow officers to share and document crime-related information with other internal law enforcement work units.

Whittier Police Officers assigned to Santa Fe Springs operate 17, in vehicle, Mobile Data Computers (MDCs). In addition, there are 8 Public Safety Officer vehicles that operate on the same system. The current MDCs are no longer being supported for hardware upgrades or repairs and the operating system cannot be upgraded to the latest version required for security compliance with the Department of Justice regulations.

The Whittier Police Department conducted research into the latest and most widely used law enforcement MDC system and selected the Panasonic CF-33 Tablet. The CF-33 MDC system is rugged and offers a high level of mobility for both report completion and for capturing crime scene photos and video away from the police vehicle. The MDCs recommended for purchase include all supporting items, including 2 additional years of extended warranty that covers malfunction and/or accidental damage, and professional installation by CDCE Incorporated.

Santa Fe Springs and Whittier patrol units maintain equivalent equipment and are on a parallel schedule for upgrades. On February 9, 2021 the City of Whittier approved the same MDC purchase for the Whittier patrol units (City of Whittier Council Approved Upgrade Cost - \$295,822).

**FISCAL IMPACT**

The Fiscal Year 2020-21 budget adopted by the City Council in June 2020 included \$160,000 for this purchase. The total cost, including the addition of an extended 2-year warranty for a total of 5 years and professional installation costs is \$188,624, exceeding the approved budget by \$28,624. If approved, an additional \$28,624 would be appropriated from the general fund reserves to the Non-Recurring Police Services activity to cover the excess.

**INFRASTRUCTURE IMPACT**

There is no infrastructure impact as a result of this action.



Raymond Cruz  
City Manager

Attachments:  
CDCE Incorporated Quote

CDCE Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



# Sales Quote

**Telephone:** 714-282-8881

<b>Sales Quote No.</b>	115859-D
<b>Customer No.</b>	CISAFESPRP

<b>Bill To</b>	<b>Ship To</b>
City of Santa Fe Springs Police Dept. 11576 Telegraph Road Santa Fe Springs, CA 90670-9928	City of Santa Fe Springs Police Dept. 13200 Penn Street Whittier, CA 90602

**Contact:**  
**Telephone:** 562-409-1850  
**Email:**

**Contact:** Sheryl Gutierrez  
**Telephone:** 562-567-9200  
**Email:**

<b>Quote Date</b>	<b>Ship Via</b>	<b>F.O.B.</b>	<b>Customer PO Number</b>
01/14/21	Installation	Yorba Linda	
<b>Entered By</b>	<b>Salesperson</b>	<b>Order By</b>	<b>Payment Method</b>
Sandra Bandel	CLEFF	Sheryl Gutierrez	Net 30

<b>Line Item</b>	<b>Order Qty</b>	<b>Part #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	28	33-LE-34VM	Panasonic CF-33 Tablet (Full Description below) Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB RAM, 512GB SSD, Intel WiFi a/b/g/n/ac, TPM2.0, Bluetooth, Dual Pass (Upper: WWAN/Lower: dGPS), 4G LTE Multi Carrier (EM7511), dGPS, Hello Webcam 8MP Cam, Contactless SmartCard, 2D Bar Laser (N6603), Toughbook Preferred, CF-SVCPEP3Y – Toughbook & Toughpad Premier Deployment – Includes Imaging, Customer Portal Access, Multilocation Shipping And Disk Image Management At The Panasonic National Service Center (Years 1,2,3), FZ-SVC512SSD3Y – 512GB SSD – Toughpad No Return Of Defective Drive (Years 1,2,3), FZ-SVCIPNF3YR – Protection Plus Warranty – Tablet PC (Years 1, 2, 3), CF-SVCBIOS1 – NSC CustomBIOS Post Sale Entitlement, CF-SVCADDPRI2B – Absolute Resilience – 12 Month Term – Panasonic PS Bundle Sled Customer Only.	3,345.00	93,660.00
2	28	FEE-100001	Recycle Fee for Monitors 4"-15"	4.00	112.00
3	28	WR-105014	PANASONIC: 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management. MFG#CF-SVCPSY5	532.00	14,896.00
4	26	PR-220118	TrimLine CF-33 Tablet (Lite port rep, Dual RF) No video outputs Panasonic#GJT-33-TVD2-L MFG#7300-0196-02	790.00	20,540.00
5	26	PS-202013	Lind 120 Watt CF-33 DC Cig Adapter MFG#CF-LNDDC120	120.00	3,120.00
6	26	NA-210036	Rugged 83 Key Keyboard W/ Touchpad - Red Backlighting Coiled Cord and USB MFG#KBA-BLTX-UCNNR-US	160.00	4,160.00
7	26	VK-421052	F - PI Utility 13-19 Side Mount GJ Whittier PD Vehicle kit that includes side console mount, 6" locking armw/short clevis, and quick release keyboard tray, labor for keyboard tray retro	460.00	11,960.00
8	26	VK-1000XX	On-Dash Mount	275.00	7,150.00

<b>Print Date</b>	01/14/21
<b>Print Time</b>	12:33:07 PM

<b>SubTotal</b>	173,251.00
<b>Freight</b>	185.00
<b>10.500% Sales Tax</b>	15,187.72
<b>Order Total</b>	188,623.72



CDCE Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



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Bill To	Ship To
City of Santa Fe Springs Police Dept. 11576 Telegraph Road Santa Fe Springs, CA 90670-9928	City of Santa Fe Springs Police Dept. 13200 Penn Street Whittier, CA 90602

**Contact:**  
**Telephone:** 562-409-1850  
**Email:**

**Contact:** Sheryl Gutierrez  
**Telephone:** 562-567-9200  
**Email:**

Quote Date		Ship Via	F.O.B.	Customer PO Number	
01/14/21		Installation	Yorba Linda		
Entered By		Salesperson		Order By	Payment Method
Sandra Bandel		CLEFF		Sheryl Gutierrez	Net 30
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
9	26	ANT-141092	Airgain MULTIMAX FV 2-in-1 Sharkfin Body Mount White 19' TNCx2 antenna designed specifically for any Panasonic rugged notebook or tablet including the CF-33 that has an embedded LTE and a dedicated GNSS modem. This antenna offers a high gain cellular/LTE antenna which includes LTE Band 14 support for FirstNet, and a GNSS antenna inside a single robust and compact housing. MFG# AP-MMF-CG-Q-S11-WH19	135.00	3,510.00
10	26	LAB-320001	Installation Customer On-Site - Whittier, CA Deinstall all existing Data911 equipment. Mount new antenna on passenger side. Install vehicle port rep/power, Replace side keyboard mount/tray, replace/fix timer	523.00	13,598.00
11	1	NA-210048	Premium Keyboard for CF-33, Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB) MFG# CF-VEK331LMP	545.00	545.00
<p>-----</p> <p>Estimated delivery 4-6 weeks ARO</p> <p>Quote includes on-site installation at the customer location.</p> <p>Panasonic NASPO Valuepoint Contract Master Agreement: MNWNC-124 California Participating Addendum 7-15-70-34-023</p> <p>By signing, you are confirming not only your request to purchase, but also your authority to purchase the goods and services on this quote on behalf of the organization you represent. Signed quotes are de facto purchase orders and fall under the same terms and conditions of sale. If you choose to pay by credit card, you approve an additional 3% processing fee on total order for Visa/MC/Discover and 5% for American Express.</p>					

<b>Print Date</b>	01/14/21
<b>Print Time</b>	12:33:07 PM

<b>SubTotal</b>	173,251.00
<b>Freight</b>	185.00
<b>10.500% Sales Tax</b>	15,187.72
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CDCE Inc.  
22641 Old Canal Road  
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**Contact:**  
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Quote Date		Ship Via		F.O.B.		Customer PO Number		
01/14/21		Installation		Yorba Linda				
Entered By		Salesperson			Order By		Payment Method	
Sandra Bandel		CLEFF			Sheryl Gutierrez		Net 30	
Line Item	Order Qty	Part #	Description				Unit Price	Extended Price
			<div>Signature</div>					
			<div>Print Name</div>					
			<div>Date</div>					

<b>Print Date</b>	01/14/21
<b>Print Time</b>	12:33:07 PM

<b>SubTotal</b>	173,251.00
<b>Freight</b>	185.00
<b>10.500% Sales Tax</b>	15,187.72
<b>Order Total</b>	188,623.72



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

March 2, 2021

## NEW BUSINESS

### Custodial Services Maintenance Agreement - Approve One Year Extension

#### **RECOMMENDATION**

- Approve Contract Amendment Number Four with EE Building Maintenance to extend the term of the Agreement for One Year with a 5% increase to the contract; and
- Authorize the Director of Public Works to execute Contract Amendment Number Four.

#### **BACKGROUND**

The City Council, at their meeting of May 24, 2018, entered into a Service Agreement with EE Building Maintenance for the Custodial Services of the City's Buildings and Facilities City wide. The original service agreement term with EE Building Maintenance (EE) was for three years, with two, one-year extensions bringing the total length of the agreement to five years pending Council approval of the two, one-year extensions.

The three-year service agreement is scheduled to expire on May 31, 2021. Per the agreement, a one-year extension is available pending staff recommendation and Council approval. Staff is recommending that the City Council approve the first one-year extension, with a 5% increase.

The original Request for Bids (RFB) was solicited in February 2018. A total of 6 bids were received. Golden Touch Cleaning, Inc. was the low bidder. However, on May 31, 2018, the contract with Golden Touch Cleaning was terminated due to poor workmanship and failure to provide adequate work force to perform the work as specified in the contract.

The following is a tabulation of the bid results received on February 22, 2018.

<b><u>Company Name</u></b>	<b><u>Monthly Bid Amount</u></b>
1. Golden Touch Cleaning	\$34,717.00
2. EE Building Maintenance	\$46,306.00
3. Ultimate Maintenance Services	\$47,770.00
4. General Building Management	\$50,388.00
5. Merchants Building Maintenance	\$55,699.09
6. ABM Industry Groups, LLC	\$59,850.48

Since the contract's inception, EE's quality of work has met the outlined contract standards, and the responsiveness has been outstanding. There have been three change orders affecting the monthly amount since the original agreement. Amendment No. 2 decreased the contract amount by \$3,280 per month with the removal of the child care facilities. Amendment No. 3 increased the contract by \$1,100 by adding an additional day of night cleaning at City Hall and for refilling liquid hand

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: February 25, 2021

sanitizer at the city parks. Amendment No. 4 extends the contract term for another year to May 31, 2022, and allows for an additional \$400 per month for EE Building Maintenance to furnish and install sanitation bags for the dog waste stations at our parks. The proposed monthly amount of **\$48,991.17** is still a competitive amount. Furthermore, the quality control and staff responsiveness displayed by EE Building Maintenance has been beyond satisfactory. Furthermore, it would be expected for the February 22, 2018 bids to be higher now, since the minimum wage has increased from \$11 per hour to \$14 per hour (27% increase) from the time of the RFB to now.

**LEGAL REVIEW**

The City Attorney's office has reviewed Amendment Number Four.

**FISCAL IMPACT**

Funding for custodial services is provided as part of the Public Works budget. The proposed extension and 5% increase will be accounted for in the Fiscal Year 2021/2022 Public Works budget.

**INFRASTRUCTURE IMPACT**

Custodial services of the City's facilities is required for the safety and welfare of the residents and employees.



Raymond R. Cruz  
City Manager

**Attachments:**

- Attachment No. 1: Amendment Number Four
- Attachment No. 2: Original Agreement
- Attachment No. 3: Amendments 1 - 3



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

## DEPARTMENT OF PUBLIC WORKS

February 25, 2021

EE Building Maintenance  
11720 Marquardt Avenue  
Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services  
Contract Amendment Number Four

Dear Ms. Elizarraraz:

This letter, if signed by all parties below, shall serve as Amendment Number Four to the Custodial Services Agreement (“Agreement”) between the City of Santa Fe Springs (“City”) and EE Building Maintenance (“Contractor”). Pursuant to negotiations between the City and Contractor, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Extend Agreement for a one year term effective June 1, 2021 through May 31, 2022.
2. Effective June 1, 2021, increase compensation by 5% with the new monthly total of \$48,991.17.
3. Effective June 1, 2021, provide and install dog waste bags at all city parks for a monthly charge of \$400.00.

An authorized representative of the Contractor shall bind the Contractor by signing, dating, and returning this letter for final acceptance by the City.

SUBMITTED BY:  
CITY OF SANTA FE SPRINGS

ACCEPTED BY:  
EE BUILDING MAINTENANCE

\_\_\_\_\_  
Kevin J. Periman, Municipal Services Manager

\_\_\_\_\_  
Esmeralda Elizarraraz, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED BY:

\_\_\_\_\_  
Noe Negrete, Director of Public Works

\_\_\_\_\_  
Date

JOHN M. MORA, MAYOR ♦ ANNETTE RODRIGUEZ, MAYOR PRO TEM  
CITY COUNCIL  
JAY SARNO ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA  
CITY MANAGER  
RAYMOND R. CRUZ

**THE CITY OF CITY OF SANTA FE SPRINGS**  
**CUSTODIAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 1st day of June, 2018, by and between the City of Santa Fe Springs, a municipal corporation ("City"), and EE Building Maintenance ("Contractor").

**R E C I T A L S**

**WHEREAS**, the City desires to employ the Contractor to provide custodial services for the City's facilities.

**WHEREAS**, the City has determined that the Contractor is willing to perform such services.

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

1. **ENGAGEMENT OF CONTRACTOR**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. **SCOPE OF SERVICES**

The Contractor will perform services as set forth in the attached Scope of Services (Exhibit A).

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

3. **PROJECT COORDINATION AND SUPERVISION**

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of **\$46,306.00** for services rendered in accordance with the Contractor's cost proposal which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule which is made a part of this Agreement by reference.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for three (3) years from the effective date of this Agreement. The AGENCY reserves 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.

Contractor reserves the right to request from the City Council a cost-of-living increase to the annual fee for each of the two (2) 1-year terms if the Agreement is renewed at the end of the first term.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may



be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

The Contractor shall furnish all labor, equipment and required custodial materials, chemicals, and all other cleaning supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

- A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.

D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

16. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City:                      Noe Negrete  
Director of Public Works  
City Of Santa Fe Springs  
11710 Telegraph Road  
City Of Santa Fe Springs, CA 90670-3679

To the Contractor:              Esmeralda Elizarraraz  
Manager  
EE Building Maintenance  
11720 Marquardt Ave.  
Whittier, CA 90605

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

**19. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

***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:   
ESMERALDA ELIZARRARAZ,  
MANAGER

CITY OF SANTA FE SPRINGS

By:   
JAY SARNO, MAYOR

ATTEST

  
JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM

  
YOLANDA M. SUMMERHILL, CITY ATTORNEY

## **SCOPE OF SERVICES**

### **EXHIBIT A**

## **SPECIAL PROVISIONS**

### **Project Description**

Contractor will furnish all labor, supplies, paper products, chemicals, materials, equipment, transportation, supervision, management and incidentals required to provide Custodial Services in accordance with all terms and conditions of this Request for Bids. Contractor shall perform the Daily Standard Cleaning Services identified in Attachment A, and as scheduled for each location identified in Attachment B. Contractor shall perform the Quarterly Floor Stripping and Waxing for each location identified in Attachment C.

### **Section 1. Materials**

Contractor will furnish toilet paper, (continuous and regular) toilet seat covers, paper towels (sheets and rolls), hand soap, deodorizers, cleaning agents, trash can liners and cleaning supplies required to maintain the City's facilities and parks.

The cost of materials identified above shall be included in the cost proposal. Contractor will use standard commercial grade materials of size and type to fit existing dispensers. All supplies required to carry out the cleaning operations within the scope of this contract shall meet the standards of the Federal Occupational Safety and Health Act. These items are subject to inspection and approval. Sustainable products are to be used whenever feasible.

City parks and specific City facilities are available to rent for a fee. Approximately 24,000 persons per year attend special events at City parks, especially during the summer months of June-September. Approximately 65,000 persons per year attend special events at City facilities, in particular, Clarke Estate, Heritage Park, Town Center Hall, Betty Wilson Center, and Gus Velasco Neighborhood Center. Contractor shall furnish toilet paper, toilet seat covers, paper towels (sheet and rolls), hand soap and trash can liners for City facilities and park rentals for special events.

### **Section 2. Equipment**

Contractor shall furnish, and maintain in good working condition, all cleaning equipment required to maintain each service location including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment. All equipment shall meet Occupational Safety and Health Administration (OSHA) safety standards and will be kept clean by the Contractor. The City is not responsible for stolen or vandalized items.

Contractor shall provide all necessary vehicles for transportation, trash pick-up, supply deliveries and park maintenance and related duties and tasks. Contractor's vehicles must be maintained in top condition and identified with the company logo. The Contractor shall make arrangements for back-up equipment in the event the primary equipment becomes inoperable to assure that all work activities are completed as scheduled.

The City will conduct quarterly inspections of all equipment. The City will reserve the right to determine if a piece of equipment is not meeting OSHA safety standards and request the Contractor to replace it within five (5) working days.

### **Section 3. Storage Space**

The City will provide limited space at the various facilities for janitorial supplies, materials and equipment. Due to the limited amount of space, any storage spaces beyond that which City is presently providing for janitorial equipment, is the responsibility of Contractor. Contractor is responsible for keeping janitorial closets clean and orderly.

### **Section 4. Inspection of Buildings and Facilities**

Monthly inspections of all areas included in the Contract shall be made by the Contractor's Supervisor, with any deficiencies noted and copied to the City's Facilities Supervisor. The results of each inspection shall be recorded and retained for reference as a Custodial Cleaning Inspection Report. The Contractor's Supervisor will conduct regular inspections with the City's Facilities Supervisor and as such other times as may be required by the City to review performance of the Agreement and to discuss any problems or matters as determined by the City. The City may also conduct unscheduled periodic inspections to assure compliance with Contract requirements.

### **Section 5. Non-Performance of Custodial Services**

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency. After three (3) written notices to the Contractor pertaining to the same service item, e.g. Quarterly Carpet Cleaning, the City reserves the right to remove this service item from the Agreement.

### **Section 5. Contractor's Representatives**

The Contractor shall have present at all times when performing custodial services, an onsite representative who speaks fluent English whose duty shall be to supervise and coordinate cleaning services as they occur. This onsite representative shall carry on their person during working hours a cellular phone for contact purposes. All day porters must speak fluent English.

The Contractor shall have two responsible, dedicated supervisors on the job each workday. One (1) assigned to the day shift, one (1) to the night shift and weekends. The supervisors shall be provided with cellular phones so that City representatives will be able to contact them during normal business hours. The Contractor's representatives must immediately report to the City any evidence of security breach at a City building or facility.

### **Section 6. Day Porters**

Contractor shall provide three (3) Day Porters, for a monthly total of 500 hours, to provide custodial services Monday-Friday, from 7:30 a.m. – 4:00 p.m. The Day Porters will be deployed to perform Daily Standard Cleaning Services at the City facilities identified below:

#### Day Porter #1

1. Aquatic Center
2. City Hall
3. City Library



4. Fire Station No. 4 – Exercise Room/Restroom
5. Town Center Hall
6. Community Garden Restroom

Day Porter #2

1. Gus Velasco Neighborhood Center-Offices and Meeting Rooms
2. Gus Velasco Neighborhood Center- Childcare Classrooms

Day Porter #3

1. Activity Center
2. Los Nietos Park Childcare Classroom
3. Police Services Center
4. Police Staging Area
5. Heritage Park Buildings
6. Sculpture Garden - Artwork

In addition, Day Porters may be requested to perform service requests by the Contract Administrator on an as-needed basis during the work day.

Contractor shall allocate the proposed fee for 500 hours per month of Day Porter custodial services to the applicable City facilities in preparing the Bid Schedule.

**Section 8. Cleaning Exterior Walkways**

Contractor shall clean exterior walkways surfaces, ball courts and picnic areas only with handheld blowers (or power wash as required) at the following parks and facilities:

1. Santa Fe Springs Park (Contractor staff will open entry gate at 5:00 a.m. City Staff will be responsible for closing the gate.)
2. Little Lake Park
3. Los Nietos Park
4. Lakeview Park
5. Lake Center Park (Contractor staff will open entry gate at 5:00 a.m. City Staff will be responsible for closing the gate.)

**Section 9. Work Schedules**

All work must be accomplished within the hours identified by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

The Contractor shall provide in writing, schedules for all activities for all locations. The Contractor shall notify the City in writing and receive approval prior to any revisions in the schedule.

**Section 10. Extra Services**

Extra services are defined as a reasonable request of general clean up, emergency or non-emergency, requested and authorized in advanced by the City. Emergency, after hours cleaning support shall be responded to within one (1) hour and billed at a two (2) hour minimum. All charges

are included in the contract and the hourly rate schedule. Contractor shall notify the Contract Administrator within eight hours of the emergency service being completed.

**Section 11. Contractor's Employees**

The Contractor shall certify that employees providing the custodial cleaning services under the terms, conditions and specifications of the Contract are paid not less than the applicable minimum wage and provided health benefits in compliance with federal and California minimum wage and health care laws.

The Contractor shall provide employees with uniforms that have the Contractor's company name and the employee's name clearly displayed on the shirt. All uniforms worn by the Contractor's employees shall be of the same color, material and style.

The Contractor shall submit a list of all employees who are authorized to work within the limits of the City's buildings and facilities maintained by the Contractor. At no time will there be permitted any person or persons not working directly for the Contractor to enter, loiter or be involved in any action dealing with the Contract.

The Contractor shall not employ undocumented workers for work on this Agreement and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision of the Contract may be grounds for termination of the Contract.

**Section 12. Contractor Orientation**

Immediately following the Notice to Proceed, the City will schedule an orientation for the Contractor's Day Supervisor, Night Supervisor, Day Porters and all other staff identified and authorized to work under the Contract. The orientation will include a site visit to each City facility and park. The orientation will review the applicable Daily Cleaning Standards, required custodial service standards, and other information pertinent to the particular City facility and park.

## **GENERAL PROVISIONS**

### **Section 1. Worker's Compensation**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

### **Section 2. Liability Insurance**

A. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

B. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

C. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days-notice of change or cancellation prior to acceptance of the work.

D. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

### **Section 3. Holidays**

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.
13. Christmas Day.

Every day appointed by the President or Governor as 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.

Except as noted below, all City facilities are closed on the holidays listed above and do not require custodial cleaning services on these dates.

Exceptions include:

- a) The Police Services Staging Facility does not close and the cleaning schedule remains the same every day.
- b) City parks are only closed on New Year's Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day and the cleaning schedule remains the same every day.

City Hall only is closed every other Friday and does not require scheduled custodial services.

### **Section 4. Compensation and Payment**

The Contractor shall be compensated a fixed monthly amount for services rendered in accordance with the Contractor's cost proposal. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

## **ATTACHMENT A**

### **DAILY STANDARD CLEANING SERVICES – ALL FACILITIES**

1. Furniture and Equipment - shall be free of dust, cobwebs and soil. This shall include the elimination of cleaner residue, streaks and film.
2. Telephones - shall be free of dust and soil. The cradle, earpiece & mouthpiece should be sanitized.
3. Lamps - shall be free of dust, cobwebs and soil. This shall include the elimination of streaks, cleaner residue and film.
4. Mats and Carpets - shall be free of spots, stains, gum, dirt and debris. Adjoining walls, doors and floor surfaces shall be free of dust, soil and cleaner residue.
5. Glass and Metal Surfaces - shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
6. Corners/Thresholds - shall be free of dust, cobwebs soil, finish build-up and debris.
7. Floors and Cove bases - shall be free of dust, cobwebs, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Floors shall be stripped and waxed quarterly or as floor conditions warrant.
8. Walls and Fixtures - shall be free of dust, cobwebs, and soil. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.
9. Water Fountains - shall be free of dust, cobwebs, and soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine.
10. Dispensers - shall be free of dust, and soil. These surfaces shall be cleaned and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
11. Hardware - shall be free of dust, soil, bacteria and scale. Bright work shall cleaned, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
12. Sinks and Countertops - shall be free of dust, bacteria, soil, cleaner residue and soap film. This shall include the elimination of streaks, embedded soil, film and water spots.

13. Park Sinks – shall be cleaned daily.
14. Mirrors - shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.
15. Toilets and Urinals - toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale. Fixtures shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
16. Dispensers – toilet seat cover and soap dispensers should be refilled as needed.
17. Urinals – Waterless urinal cartridges shall be replaced as needed based on usage.
18. Restroom Partitions - shall be free of dust, cobwebs, soil and graffiti. Partitions shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks and film.
19. Showers – tile walls and floors shall be washed, disinfected, and sanitized. Shower stalls, fixtures, glass and doors shall be cleaned and polished.
20. Locker Rooms – sanitize showers and floor tile surfaces and locker doors, and clean counters.
21. Kitchen Areas – clean and sanitize all appliances, sinks, floor sinks, grease traps, counter areas, ceramic tile walls glass serving window and exhaust hoods and filters.
22. Waste Containers - contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
23. Air Vents - shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.
24. Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.
25. Light Fixtures - shall be free of dust, cobwebs, and soil.
26. Ceilings – All cobwebs shall be removed.
27. Trash Removal/Trash Containers - Contractor shall facilitate the City's waste recycling program that requires each building occupant to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose, by the City. The contractor shall empty recyclable and non-recyclable waste into designated containers. Contractor shall comply with AB341. Waste removal shall be to containers

designated by the City and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.

28. Formal Picnic Areas – clean table tops, food service areas, patio floors, barbeque grills, and sinks.
29. Parks and Plazas - clean all buildings, restrooms, sidewalks, bleachers, tables, benches, dugouts, gazebos, umbrellas, and playground areas.
30. Exercise Rooms, Boxing Rooms, Weight Rooms, Racquet Ball Courts, Indoor basketball courts – clean room surfaces, equipment surfaces with disinfectant cleaning solution.
31. Playground Equipment – clean playground equipment surfaces and play surfaces.
32. Outdoor Basketball Courts – clean basketball court surfaces.
33. Exterior Walkways – clean exterior walkway surfaces with handheld blowers or power wash as required.



## ATTACHMENT B

### CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule
1. <b>Activity Center ♦ 11155 Charlesworth Road</b> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Story</li> <li>• Boxing Room</li> <li>• Weight Room</li> <li>• Indoor Basketball Court</li> </ul>	17,460	2	Mon-Fri 6:00pm  Note: Indoor Basketball Court only	Day Porter 7:30am-4:00pm
2. <b>Aquatic Center ♦ 10145 Pioneer Boulevard</b> <ul style="list-style-type: none"> <li>• Locker Rooms</li> <li>• Showers</li> <li>• Picnic Area</li> </ul>	5,004	2	Mon-Fri 6:00pm (Season: June- September)  Off-Season: Bi-Weekly	Day Porter 7:30am-4:00pm  Off-Season: No Porter Services
3. <b>Betty Wilson Center ♦ 11641 Florence Avenue</b> <ul style="list-style-type: none"> <li>• Kitchen</li> <li>• Snack Bar</li> </ul>	8,170	4	Mon-Sun 6:00 PM	No
4. <b>City Hall ♦ 11710 E. Telegraph Road</b> <ul style="list-style-type: none"> <li>• Kitchen</li> <li>• Basement</li> </ul>	22,080	9	Mon-Wed -Thur 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
5. <b>City Library ♦ 11700 E. Telegraph Road</b> <ul style="list-style-type: none"> <li>• Kitchen</li> <li>• Reading Garden</li> </ul>	14,581	4	Mon-Sat 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
6. <b>Clarke Estate ♦ 10211 Pioneer Boulevard</b> <ul style="list-style-type: none"> <li>• 2nd Story</li> <li>• Kitchen</li> </ul>	7,504	4	Mon-Sun 6:00 PM	No

\*Open Area

# ATTACHMENT B

## CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule
7. <b>Community Gardens Restroom ♦ Pioneer Boulevard</b>	65	2	No Night Services	Day Porter Mon- Fri 7:30-4:00pm
8. <b>Fire Station No. 1 Headquarters ♦ 11300 Greenstone Avenue</b> <ul style="list-style-type: none"> <li>• Offices</li> <li>• Conf. Rooms</li> </ul>	3,325	4	Tues & Friday 6:00 PM	No
9. <b>Fire Station No. 4-Exercise Room ♦ 11300 Greenstone Avenue</b>	400	1-Shower 1-Restroom	No Night Services	Day Porter Mon- Fri 7:30-4:00pm
10. <b>Gus Velasco Neighborhood Center – Childcare Classrooms (2)</b> 9255 S. Pioneer Boulevard	6480	3	Mon-Sun 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
11. <b>Gus Velasco Neighborhood Center ♦ 9255 S. Pioneer Boulevard</b> <ul style="list-style-type: none"> <li>• Offices</li> <li>• Meeting Rooms (2)</li> <li>• Kitchens (2)</li> <li>• Fitness Room</li> </ul>	25,920	6	Mon-Sun 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
12. <b>Heritage Park Buildings ♦ 12100 Mora Drive</b> <ul style="list-style-type: none"> <li>• Train Depot</li> <li>• Caboose</li> <li>• Carriage Barn</li> <li>• Ranger Station</li> <li>• Tank House</li> <li>• Conservatory</li> </ul>	7,044	4	No Night Services	Day Porter Mon-Fri 7:30am-4:00pm

\*Open Area

## ATTACHMENT B

### CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule
13. <b>Heritage Park Sculpture Garden ♦ Mora Drive</b> <ul style="list-style-type: none"> <li>• Artwork</li> </ul>	7,000*	0	No Night Services	Day Porter Mon-Fri 7:30am-4:00pm
14. <b>Lake Center Athletic Park ♦ 11641 E. Florence Avenue</b> <ul style="list-style-type: none"> <li>• Walkways</li> <li>• Ball Courts</li> </ul>	10,000*	2	Mon-Sun 5:00 AM	No
15. <b>Lakeview Park Building ♦ 10225 S. Jersey Avenue</b> <ul style="list-style-type: none"> <li>• Picnic Area</li> <li>• Ball Courts</li> </ul>	1,413	4	Mon-Sun 5:00am	No
16. <b>Lakeview School Childcare Classroom ♦ 11436 E. Joslin Avenue</b> <ul style="list-style-type: none"> <li>• Kitchen</li> </ul>	3,416	2	Mon-Fri 6:00 PM	No
17. <b>Little Lake Park Buildings ♦ 10900 Pioneer Boulevard</b> <ul style="list-style-type: none"> <li>• Kitchen</li> <li>• Picnic Area</li> <li>• Walkways</li> <li>• Ball Courts</li> </ul>	3,312	4	Mon-Sun 5:00 AM	No
18. <b>Los Nietos Park and Recreation Building ♦ 11143 Charlesworth Road</b> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Story</li> <li>• Kitchen</li> <li>• Walkways</li> <li>• Ball Courts</li> </ul>	1,968	2	Mon-Sun 5:00 AM	No

\*Open Area



## ATTACHMENT B

### CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. of Restrooms	Cleaning Schedule	Day Porter Schedule
19. <b>Los Nietos Park Childcare Classroom ♦ 11143 Charlesworth Road</b> <ul style="list-style-type: none"> <li>• Kitchen</li> </ul>	4,464	2	Mon-Fri 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
20. <b>Municipal Services Yard ♦ 12636 Emmens Way</b> <ul style="list-style-type: none"> <li>• 4-Buildings</li> <li>• Locker Rooms (2)</li> <li>• Showers (4)</li> </ul>	8,652	8	Mon-Fri 6:00 PM	No
21. <b>Police Staging Facility ♦ 12636 Emmens Way</b>	19,170	3-Restrooms 4-Showers 2-Locker Rms.	Mon-Sun 9:00 am – 12 noon	No
22. <b>Police Services Center ♦ 11576 Telegraph Road</b> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Story</li> <li>• Kitchen</li> </ul>	7,667	4	Mon-Sat 5:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
23. <b>SFS Athletic Fields Building ♦ 9720 Pioneer Boulevard</b> <ul style="list-style-type: none"> <li>• Kitchen</li> <li>• Walkways</li> </ul>	3,136	2	Mon-Sun 5:00 AM	No
24. <b>SFS Park Building ♦ 10068 Cedardale Drive</b> <ul style="list-style-type: none"> <li>• Picnic Area</li> <li>• Walkways</li> <li>• Ball Courts</li> </ul>	1,008	2	Mon-Sun 5:00 AM	No
25. <b>Town Center Hall ♦ 11740 E. Telegraph Road</b> <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Story</li> <li>• Kitchen</li> </ul>	16,940	4	Mon-Sun 10:00 PM	Day Porter Mon-Fri 7:30am-4:00pm

\*Open Area

**ATTACHMENT C**

**CITY OF SANTA FE SPRINGS  
CUSTODIAL SERVICES**

**FLOOR STRIPPING AND WAXING SERVICES  
SCHEDULE**

<b>FACILITY</b>	<b>SIZE SERVICE AREA</b>	<b>UNIT</b>
1. Betty Wilson Center	1,800 sq. ft.	Bi-Annual
2. Little Lake Park-Community Rm.	1,500 sq. ft.	Bi-Annual
3. Municipal Services Yard – Bld. #1	3,475 sq. ft.	Annual
4. Municipal Services Yard – Bld. #2	800 sq. ft.	Annual
5. Municipal Services Yard – Bld. #3	594 sq. ft.	Annual
6. Municipal Services Yard – Bld. #4	616 sq. ft.	Annual
7. Town Center Hall	11,500 sq. ft.	Quarterly

## CONSULTANT'S PROPOSAL

Submitted By: E.E Building Maintenance

## PROPOSAL FOR CUSTODIAL SERVICES

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the custodial services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

### BIDDER'S INFORMATION:

Esmeralda Elizarraraz  
Signature

Esmeralda Elizarraraz  
Name (Please print or type)

Manager  
Title

E.E Building Maintenance  
Firm Name

11720 Marquardt ave. Whittier CA 90605  
Firm Address

(562) 298-3946  
Firm Business Phone No.

e.e building maintenance @ yahoo .com  
E-mail Address

## FEE SCHEDULE



## CITY OF SANTA FE SPRINGS

## CUSTODIAL SERVICES

## BID SCHEDULE

## BASE BID

## FACILITY

## \*MONTHLY FEE

1. Activity Center	\$ 1,036
2. Aquatic Center	\$ 1,626
3. Betty Wilson Center	\$ 4,027
4. City Hall	\$ 3,570
5. City Library	\$ 3,570
6. Clarke Estate	\$ 1,027
7. Community Gardens Restroom	\$ 439
8. Fire Dept. Headquarters	\$ 439
9. FS No. 4 -Employee Exercise Room/Restroom	\$ 439
10. Gus Velasco Neighborhood Center	\$ 3,570
11. Gus Velasco N.C - Childcare Program Classrooms	\$ 3,570
12. Heritage Park	\$ 2,574
13. Heritage Park - Sculpture Garden	\$ 439
14. Lake Center Athletic Park	\$ 439
15. Lakeview Park Building	\$ 1,033
16. Lakeview School Childcare Classroom	\$ 1,033
17. Little Lake Park Buildings	\$ 3,574
18. Los Nietos Park Recreation Building	\$ 2,574
19. Los Nietos Park Childcare Classroom	\$ 3,574
20. Municipal Services Yard	\$ 1,072
21. Police Staging Facility	\$ 1,072
22. Police Services Center	\$ 2,049
23. SFS Athletic Fields Buildings	\$ 412
24. SFS Park Buildings	\$ 2,574
25. Town Center Hall	\$ 3,574

Total Monthly Fees: 46,306**\*\*TOTAL ANNUAL BASE BID**

(TOTAL MONTHLY FEES X 12 MONTHS):

\$ 555,672Notes:

\*Day Porters: Fee for 500 hours per month should be allocated to applicable facilities (Attachment B).

\*\*Award of Contract will be determined by Base Bid Only

Submitted by: E E Building Maintenance

**CITY OF SANTA FE SPRINGS**  
**CUSTODIAL SERVICES**  
**ADDITIONAL SERVICES**  
**FLOOR STRIPPING AND WAXING SERVICES**

**FEE SCHEDULE**

Facility	Size Service Area	Unit	Unit Price	Annual Fee
1. Betty Wilson Center	1,800 sq. ft.	Bi-Annual	\$ <u>600</u>	\$ <u>1,200</u>
2. Little Lake Park-Community Rm.	1,500 sq. ft.	Bi-Annual	\$ <u>600</u>	\$ <u>1,200</u>
3. Municipal Svcs. Yard – Bld. #1	3,475 sq. ft.	Annual	\$ <u>900</u>	\$ <u>900</u>
4. Municipal Svcs. Yard – Bld. #2	800 sq. ft.	Annual	\$ <u>200</u>	\$ <u>200</u>
5. Municipal Svcs. Yard – Bld. #3	594 sq. ft.	Annual	\$ <u>200</u>	\$ <u>200</u>
6. Municipal Svcs. Yard – Bld. #4	616 sq. ft.	Annual	\$ <u>200</u>	\$ <u>200</u>
7. Town Center Hall	11,500 sq. ft.	Quarterly	\$ <u>3,800</u>	\$ <u>15,200</u>

**TOTAL ANNUAL COST: \$ 19,100**

Submitted by: EE Building Maintenance

**CITY OF SANTA FE SPRINGS**

**CUSTODIAL SERVICES**

**EXTRA WORK AND EMERGENCY CALL-OUT**

**HOURLY RATE SCHEDULE**

<b>EMPLOYEE</b>	<b>LABOR HOURLY RATE*</b>
Office Cleaning	\$ <u>18.<sup>00</sup></u>
Restroom Cleaning and Stocking	\$ <u>18.<sup>00</sup></u>
Strip and Wax Vinyl/Composition/Resilient Floor	\$ <u>50.<sup>00</sup></u>
Strip and Wax Tile, Concrete and Ceramic Floor	\$ <u>50.<sup>00</sup></u>
Carpet Cleaning	\$ <u>18.<sup>00</sup></u>

*\*Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Custodial Services*

**REFERENCES**

Please list a minimum of three (3) references for similar custodial services work performed in the past five (5) years. Include the name of the city/agency, address and phone number of the contact person.

Complete information is important. Contractor qualifications and experience will be used as evaluation criteria and determining factor in award of contract recommendation by the Director of Public Works. A lack of references, or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject bid(s).

Agency: City of Santa Fe Springs  
 Address: 11710 Telegraph Road  
 Contact Name: Todd Heggstrom Phone No.: (562) 868-0511  
 Project Description: Day Porter Town Center Plaza Year Service Provided: 2017-2018

Agency: City of Santa Fe Springs  
 Address: \_\_\_\_\_  
 Contact Name: Todd Heggstrom Phone No.: (562) 868-0511  
 Project Description: Contract Manager Year Service Provided: 2015-2017

Agency: City of Santa Fe Springs  
 Address: \_\_\_\_\_  
 Contact Name: Todd Heggstrom Phone No.: (562) 868-0511  
 Project Description: Day Porter Year Service Provided: 2012-2015  
Town Center Plaza

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Project Description: \_\_\_\_\_ Year Service Provided: \_\_\_\_\_

Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Project Description: \_\_\_\_\_ Year Service Provided: \_\_\_\_\_



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

## DEPARTMENT OF PUBLIC WORKS

June 7, 2018

EE Building Maintenance  
11720 Marquardt Ave.  
Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services  
Contract Change Order No. 1

Dear Ms. Elizarraraz:

Custodial Services Agreement Change Order No. 1 shall constitute full compensation for all changes associated with Change Order No. 1. Said changes are a result of negotiations between the City of Santa Fe Springs (City) and EE Building Maintenance (Contractor) for purposes of addressing additional services requests by the City.

It is proposed that the Contractor perform the following additional work:

1. Provide park facility cleaning and supplies as required at Heritage Park on Saturdays and Sundays during the following Heritage Park operating hours:

<u>Service Months</u>	<u>Operating Hours</u>	<u>Monthly Fee</u>
October – April	9:00 a.m. – 5:00 p.m.	\$1,663
May – September	9:00 a.m. – 8:00 p.m.	\$2,184

2. Provide facility cleaning and supplies as required at the Aquatic Center on Saturdays and Sundays during months of June, July, August and September. Cleaning services will begin at 6:00 p.m.

**Monthly Fee: \$1,750**

The total compensation for Change Order No. 1 shall be as indicated above. These amounts shall constitute full compensation, including supplies, materials, mark-ups and all overhead costs. All other terms of the Custodial Services Agreement in force.

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

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

EE Building Maintenance  
Custodial Services  
June 7, 2018  
Page 2 of 2

The Contractor shall sign, date and return this change for final acceptance by the City.

**SUBMITTED BY:**  
CITY OF SANTA FE SPRINGS

\_\_\_\_\_  
Al Fuentes, Program Manager


\_\_\_\_\_  
Date

**APPROVED BY:**

  
\_\_\_\_\_  
Noe Negrete  
Director of Public Works

**ACCEPTED BY:**  
EE Building Maintenance

  
\_\_\_\_\_  
Esmeralda Elizarraraz, Manager

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



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

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**DEPARTMENT OF PUBLIC WORKS**

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June 28, 2018

EE Building Maintenance  
11720 Marquardt Avenue  
Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services  
Contract Change Order No. 2

Dear Ms. Elizarraraz:

Custodial Services Agreement Change Order No. 2 shall constitute full compensation for all changes associated with Change Order No. 2. Said changes are a result of negotiations between the City of Santa Fe Springs (City) and EE Building Maintenance (Contractor) for purposes of addressing additional services requests by the City.

Effective July 1, 2018, the Contractor's Scope of Services will be amended by eliminating the following facilities from the Schedule of Facilities and Custodial Services:

1. Gus Velasco Neighborhood Center – Childcare Classrooms (2)  
9255 S. Pioneer Boulevard
2. Lakeview School Childcare Classroom (1)  
11436 E. Joslin Avenue
3. Los Nietos Park Childcare Classroom (1)  
11143 Charlesworth Road

Effective July 1, 2018, the Contractor's monthly fee will be reduced by \$3,280 following the above amendment to the Scope of Work.

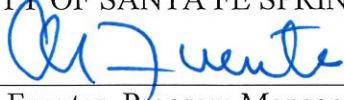
JAY SARNO, MAYOR ♦ JUANITA TRUJILLO, MAYOR PRO TEM  
CITY COUNCIL

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

EE Building Maintenance  
Custodial Services  
June 28, 2018  
Page 2 of 2

The Contractor shall sign, date and return this change for final acceptance by the City.

**SUBMITTED BY:**  
CITY OF SANTA FE SPRINGS

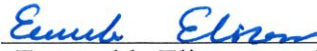


Al Fuentes, Program Manager

7-3-18

Date

**ACCEPTED BY:**  
EE BUILDING MAINTENANCE

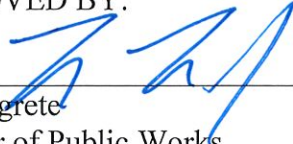


Esmeralda Elizarraraz, Manager

07-03-18

Date

**APPROVED BY:**



Noe Negrete  
Director of Public Works

7/5/18

Date





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

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**DEPARTMENT OF PUBLIC WORKS**

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October 29, 2020

EE Building Maintenance  
11720 Marquardt Avenue  
Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services  
Contract Change Order No. 3

Dear Ms. Elizarraraz:

Custodial Services Agreement Change Order No. 3 shall constitute full compensation for all changes associated with Change Order No. 3. Said changes are a result of negotiations between the City of Santa Fe Springs (City) and EE Building Maintenance (Contractor) for purposes of addressing additional services requested by the City.

Effective November 1, 2020, the Contractor's Scope of Services will be amended by adding the following services at the locations shown below:

1. Santa Fe Springs Park
2. Los Nietos Park
3. Lakeview Park
4. Lake Center Athletic Park
5. Santa Fe Springs Athletic Fields (Jersey Fields)
6. Little Lake Park
7. Davenrich Parkette
8. Longworth Parkette
9. Bradwell Parkette

1. The cost to refill Liquid Hand Sanitizers at the locations listed above will be compensated at \$500 per month. The Liquid Hand Sanitizers will be filled once a day in the morning. Liquid Hand Sanitizer will be supplied by the City as needed.
2. Add one (1) additional day of Cleaning, every Tuesday, at City Hall will be compensated at \$600 per month.

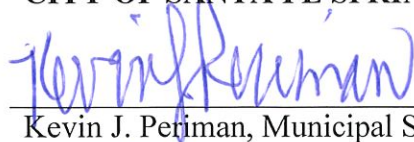
WILLIAM K. ROUNDS, MAYOR ♦ JOHN M. MORA, MAYOR PRO TEM  
CITY COUNCIL  
ANNETTE RODRIGUEZ ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA  
CITY MANAGER  
RAYMOND R. CRUZ

EE Building Maintenance  
Custodial Services  
October 29, 2020  
Page 2 of 2

The Contractor shall sign, date and return this change for final acceptance by the City.

SUBMITTED BY:

**CITY OF SANTA FE SPRINGS**



Kevin J. Periman, Municipal Services Manager

10/29/20

Date

ACCEPTED BY:

**EE BUILDING MAINTENANCE**

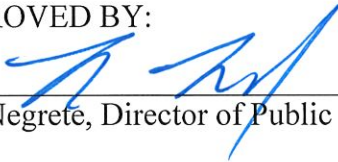


Esmeralda Elizarraraz, Manager

10-29-20

Date

APPROVED BY:



Noe Negrete, Director of Public Works

10-29-20

Date



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

March 2, 2021

## NEW BUSINESS

### Aquatic Center Roof Replacement Project – Award of Contract

#### **RECOMMENDATION**

- Appropriate an additional \$78,000.00 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Accept the bids; and
- Award a contract to Letner Roofing Company, of Orange, California, in the amount of \$228,000.00.

#### **BACKGROUND**

The existing roofing at the Aquatic Center complex has exceeded its service life and requires replacement. As a result of the last major rains, the Aquatic Center sustained water damage due to leaks in the roof. The proposed Aquatic Center Roof Replacement Project includes the following three buildings; main building, pump house and snack bar. The scope of work consists of the complete removal of the existing built-up roofing systems and the installation of a roofing system with appurtenances including sunroof deck materials as needed.

Bids were opened on February 2, 2021, and a total of six bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was Letner Roofing Company, of Orange, California, with a bid totaling \$228,000.00. Below are the bids submitted from each bidder.

#### **Company**

#### **Cost**

1. Letner Roofing Company	\$228,000.00
2. ERC Roofing and Waterproofing	\$293,000.00
3. Commercial Roofing Systems, Inc.	\$299,774.00
4. Best Contracting Services, Inc.	\$299,810.00
5. Rite-Way Roof Corporations	\$339,607.00
6. San Marino Roof Co., Inc.	\$452,530.00

#### **LEGAL REVIEW**

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

#### **FISCAL IMPACT**

Staff is requesting an additional \$78,000 for the Aquatic Center Roof Replacement from the Utility Users Tax (UUT) Capital Improvement Fund. At the time of authorization to advertise an original appropriation of \$190,000 was requested. With the additional appropriation of \$78,000, the total project cost including construction, engineering, inspection and contingency is \$268,000.

Report Submitted By: Noe Negrete  
Director of Public Works

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

Date of Report: February 25, 2021

The total project cost breakdown is as follows:

<b><u>ITEM</u></b>	<b><u>BUDGET</u></b>
Construction	\$ 228,000
Engineering	\$ 10,000
Inspection	\$ 10,000
Contingency	\$ 20,000
Total Project Cost:	\$ 268,000

**INFRASTRUCTURE IMPACT**

The Aquatic Center Roof Replacement will provide a new service life requiring minimal corrective maintenance and continual costs.



Raymond R. Cruz  
City Manager

**Attachments:**

Attachment No. 1: Agreement

**CITY OF SANTA FE SPRINGS**  
**CONTRACT AGREEMENT**  
**FOR**  
**AQUATIC CENTER ROOF REPLACEMENT**  
**IN THE CITY OF SANTA FE SPRINGS**

This Contract Agreement is made and entered into the above-stated project this 2<sup>nd</sup> day of March, 2021, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Letner Roofing Company, as CONTRACTOR in the amount of \$228,000.00

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

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

**ARTICLE II**

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

### ARTICLE VI

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

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

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

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

## ARTICLE VII

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

20104.50.

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

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

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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



ARTICLE VIII

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

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

**LETNER ROOFING COMPANY**

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

NAME, TITLE

\_\_\_\_\_  
ADDRESS

**THE CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
JOHN M. MORA, MAYOR

ATTEST:

\_\_\_\_\_  
JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
IVY M. TSAI, CITY ATTORNEY

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



## City of Santa Fe Springs

City Council Meeting

March 2, 2021

### **NEW BUSINESS**

Adopt Resolution No. 9708 Appointing the Director of Finance & Administrative Services as the Plan Administrator for the 457 Deferred Compensation Plan

### **RECOMMENDATION**

- Adopt Resolution No. 9708

### **BACKGROUND**

The City of Santa Fe Springs offers full-time employees a 457 Deferred Compensation Plan ("Plan"). The Plan is a voluntary deferral program that is separate and distinct from the CalPERS pension system. Specifically, the establishment of this Plan, pursuant to regulation in § 457 of the Internal Revenue Code ("Code"), provides participants an opportunity to supplement their CalPERS retirement by allowing them to defer a portion of their own current earnings on a pre-tax and/or after tax basis. The Code, along with the California Constitution, contains a number of requirements outlining the City's fiduciary responsibilities regarding oversight of the Plan. Absent any delegation by the City Council, the responsibility for fiduciary oversight rests with the City Council as the Plan Administrator.

### **PLAN ADMINISTRATOR DELEGATION**

In order to enhance the City's oversight of the Plan, staff is undergoing a plan review to ensure full compliance with federal guidelines and to implement best practices in areas that are needed. As part of this review and enhancements of the Plan, City staff have developed several recommendations. The first is to memorialize and formalize the oversight authority of the Plan. The City Manager recommends the Director of Finance & Administrative Services ("Finance Director") be appointed as the Plan Administrator. By adopting the Resolution, the City Council grants full authority and responsibility to the Finance Director to manage all fiduciary and settlor functions associated with the Plan. In addition, the Council authorizes the Finance Director to delegate or assign specific responsibilities or tasks to City employees or consultants.

While the proposed Resolution grants authority to the Finance Director to oversee the day-to-day management and oversight of the Plan, the Resolution specifically requires City Council approval for any Plan amendments or services which result in an increased cost to the City. Finally, the Resolution provides for indemnification of the Finance Director and other delegated City employees if claims are made against these City employees in the performance of their duties as Plan Administrator. The indemnification does not extend to situations where these employees act fraudulently or in bad faith.



# *City of Santa Fe Springs*

*City Council Meeting*

*March 2, 2021*

## **CITY ATTORNEY REVIEW**

The City Attorney has reviewed Resolution No. 9708.

## **FISCAL IMPACT**

There is no City fiscal impact associated with this action.

Raymond R. Cruz  
City Manager

## **Attachment:**

1. Resolution No. 9708

**RESOLUTION NO. 9708**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPOINTING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES AS PLAN ADMINISTRATOR OF THE CITY OF SANTA FE SPRINGS 457(b) DEFERRED COMPENSATION PLAN**

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

**SECTION 1.** The City of Santa Fe Springs sponsors a 457(b) Deferred Compensation Plan (the "Plan") which is funded through employee salary deferrals and employer matching contributions. All expenses of administering the Plan are paid by those current and former employees participating in the Plan. The City Council hereby appoints the Director of Finance & Administrative Services ("Finance Director") as the Plan Administrator of the Plan.

**SECTION 2.** The City Council hereby grants full authority and responsibility to the Finance Director to manage all fiduciary requirements associated with the Plan as detailed under Article XVI Section 17 of the California Constitution. The City Council further grants the authority to manage all settlor functions associated with the Plan, including but not limited to optional amendments of the Plan, except that amendments increasing the cost of the City shall require the approval of the City Council.

**SECTION 3.** The City Council hereby grants authority to the Finance Director to select, monitor, and deselect service providers necessary to effectively exercise the authority granted through this Resolution, except for service providers increasing the cost of the City shall require the approval of the City Council.

**SECTION 4.** The City Council hereby grants authority to the Finance Director to delegate or assign specific responsibilities or tasks to City employees or outside service providers, provided the Finance Director monitors and manages the actions of such delegees.

**SECTION 5.** The City Council hereby grants indemnification to the Finance Director and any City employee delegated or assigned specific responsibilities or tasks by the Finance Director in managing the Plan, against expenses reasonably incurred in connection with any claims against them by reason of their conduct in the performance of their duties under the Plan, except in relation to matters as to which he acted fraudulently or in bad faith in the performance of such duties. The preceding right of indemnification shall pass to the estate of each such person.

**APPROVED and ADOPTED** this 2<sup>nd</sup> day of March, 2021 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
John M. Mora, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk



# City of Santa Fe Springs

City Council Meeting

March 2, 2021

## NEW BUSINESS

Modification of Job Specification, Title, and Salary for the Human Resources Assistant

### **RECOMMENDATION**

- Approve the proposed job specification, title, and salary modifications for the Human Resources Assistant position.

### **BACKGROUND**

The Human Resources Assistant is an integral part of the Human Resources Office. This position performs many of the behind the scenes work and support, which includes benefit orientation and administration; recruitment and selection; and employee development and training.

The Human Resources Office has a vacancy, as the current Human Resources Assistant has accepted an offer of employment with another agency. This departure is a lateral move due to the salary level.

A review of the City salary and title in comparison to other benchmark agencies revealed a significant gap (approximately 30%) in the current salary for this position. Based on the duties and functions of this position, a revised job classification is proposed to bring the position better in-line with comparable agencies. Staff believes this will generate greater interest in the position, less turnover, and better qualifying candidates. The new title proposed for this position is Human Resources Specialist and the salary range matches up with other "Specialist" positions in the City. The proposed rates and steps are attached to this report.

### **FISCAL IMPACT**

The annual impact of this change will result in increased salary and benefit costs of approximately \$13,700 per year at top step (Step E). Due to the vacancy and number of months remaining in fiscal year 2020-21, current budget appropriations for this position are adequate and no modifications to the current budget are necessary.

Raymond R. Cruz  
City Manager

### **Attachment(s):**

1. Revised Job Specification
2. Salary Detail

**CITY OF SANTA FE SPRINGS**  
**HUMAN RESOURCES ASSISTANT SPECIALIST**

**Bargaining Unit:** EMC

**Job Code:** ~~1755018820~~

**FLSA Status:** Non-Exempt  
03/02/2021

**Date Prepared:** ~~01/09/2019~~

**Disclaimer:** *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

**POSITION PURPOSE:**

Under direct supervision, provides technical, and administrative staff support; performs a variety of duties in all of the following core service areas in the Human Resources Department that include: ~~general office administration and recordkeeping;~~ employee services and benefits administration; recruitment and selection; classification and compensation; employee development and training.

**SUPERVISION RECEIVED:**

Receives direct supervision from the Human Resources Manager ~~or other professional and paraprofessional staff, and the Human Resources Analyst.~~

**SUPERVISION EXERCISED:**

None.

**EXAMPLES OF DUTIES AND RESPONSIBILITIES:**

**A. Held in Common:**

1. Supports the Mission of the City and its Elected and Appointed Officials.  
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

## B. Essential Job Specific Duties:

~~1. Perform office administration duties and other administrative tasks as assigned.~~

~~2.1.~~ Provides information and general assistance to City staff and the public regarding personnel policies, procedures, and processes; answers questions and provides information regarding hiring procedures, benefits, job descriptions, collective bargaining agreement, salary wages and steps, and related matters.

~~3.2.~~ Conducts new employee orientations; explains employment benefits; enrolls new employees in HRIS system; prepares related documents.

~~3.~~ Assists in enrollment in benefit plans and maintains personnel records for City employees; processes reports, records and forms required in the administration of the City's benefit programs, including retirement, health and other insurance programs; ensures that employees are properly credited for benefits and assists in resolving related discrepancies; process employee application and changes to insurance programs.

~~4. Assists in processing Workers' Compensation claims and industrial injury reports.~~

~~4.5.~~ May assist with and/or administer a variety of compliance programs including the Department of Transportation drug/alcohol testing process, Department of Motor Vehicles Employee Pull Notice Program, etc.

~~5.6.~~ Prepares job bulletins, screens job applications; schedules and administers exams and notifies candidates of results; assists with Oral Boards.

~~7.~~ Participates in coordinating and administering City Training Programs, including developing training brochures, maintaining training calendars, registering, training, and assisting with preparation of event sites and course materials.

~~6.8.~~ Oversees the records retention for the human resources office; establishes and/or maintains filing and retrieval system for files and records.

~~7.9.~~ Assists in the preparation and distribution of agenda for Personnel Advisory Board meetings; attends meetings; takes and transcribes minutes, provides secretarial support to the Personnel Advisory Board; composes correspondence independently with minimum direction.

~~8.~~  
~~9.10.~~ Prepares, maintain and/or processes various personnel documents, files and records, including but not limited to eligibility lists, performance evaluations, and leave requests.

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11. Responds to routine survey requests from other agencies; conducts and completes surveys of salary and benefits; compiles and prepares summaries or data and related reports.

~~10-12.~~ 12. Perform office administration duties and other administrative tasks as assigned.

~~11-13.~~ 13. Assists in updating and maintaining computerized personnel records.

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### C. Other Job Specific Duties

1. Schedules interviews, training sessions, meetings and appointments, and maintains calendars.
2. Develops a variety of personnel forms; tabulates information and prepares reports.
3. Processes a variety of special forms and other documentation related to department activities.
4. Maintains a variety of logs and records related to department activities. Makes copies of various documents and records.
5. Maintains various personnel records and files containing confidential information and materials.
6. Opens and sorts mail; Assists with events and projects.
7. Performs related duties as required.

### **REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:**

*The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.*

#### **Knowledge of:**

Federal and state laws, rules and regulations related to employment practices  
Principles and practices of personnel administration  
Basic principles of research, record keeping and report preparation  
General office procedures.

#### **Skill in:**



Operation of a variety of office equipment including computers with word processing, applicant tracking and other related software applications.  
English usage, spelling, grammar, and punctuation.  
Basic Mathematics.

**Ability to:**

Understand and apply laws, rules and regulations, policies and complex procedures  
Perform specialized clerical work requiring a high degree of accuracy  
Maintain confidentiality of information, records and files  
Provide customer services to visitors and staff.  
Type at a speed necessary for successful job performance.  
Prepare correspondence and forms.  
Maintain calendars.  
File and maintain records.  
Follow written and oral instructions.  
Communicate effectively verbally and in writing.  
Work with accuracy and attention to detail.  
Effectively organize and prioritize assigned work.  
Establish and maintain effective working relationships with other people.

**EDUCATION AND EXPERIENCE:**

*The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:*

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Bachelor's degree in business administration or a related field, preferred.
- Two (2) years of general clerical or administrative support experience in Human Resources. ~~Human Resources experience preferred.~~
- ~~Specialized training and/or experience in human resources administration or related field is desirable.~~ Public sector human resources training and experience are is highly desirable.

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**WORKING CONDITIONS:**

*The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.*

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderate.*
- *Hazards are minimal.*

**PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.*

- *Sit for extended periods of time.*
- *Stand, walk, kneel, squat, stoop, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CURRENT AND PROPOSED SALARY TABLES**  
**HUMAN RESOURCES ASSISTANT (CURRENT)**  
**HUMAN RESOURCES SPECIALIST (PROPOSED)**

Human Resources Assistant Current Rate					Human Resources Specialist Proposed Rate			
Step	Montly	B-Weekly	Hourly		Step	Montly	B-Weekly	Hourly
A-1	3601.661	1,662.305	20.779		A-1	4395.806	2028.834	25.360
B-2	3801.571	1,754.571	21.932		B-2	4640.750	2141.885	26.774
C-3	4003.676	1,847.850	23.098		C-3	4894.480	2258.991	28.237
D-4	4216.767	1,946.200	24.328		D-4	5163.589	2383.195	29.790
E-5	4457.316	2,057.223	25.715		E-5	5432.697	2507.399	31.342



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

*City Council Meeting*

*March 02, 2021*

### **NEW BUSINESS**

#### **Fiscal Year 2020-2021 Midyear Budget Review and Modifications**

#### **RECOMMENDATION**

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

#### **BACKGROUND**

Annually, the midyear budget review process presents an opportunity to adjust forecasted revenues, appropriation amounts, and budget assumptions based on fiscal year-to-date actual information. The fiscal year 2020-21 budget was originally adopted in June 2020 in the midst of the COVID-19 pandemic. The pandemic presented a level of financial uncertainties across all of the City's revenue sources. The budget that was adopted in June 2020 was staff's best projections for revenues and expenditures at the time of development.

Since then, our financial condition has become more evident. In particular, our Sales Tax and Measure Y revenues have outperformed even some of our more optimistic projections. This is primarily due to the collection of online retail Sales Tax as well as the City's unique Sales Tax base, which is mostly composed of manufacturing and business-to-business sales. These revenue results coupled with operational savings achieved by departments has significantly enhanced the City's General Fund financial position even during the current economic environment. While this is definitely a positive improvement given the circumstances, there are other areas, such as the General Fund applied revenues that need to be adjusted to reflect the current trends.

#### **General Fund**

Staff is recommending a \$5.2 million adjustment to the revenue and a net reduction of \$172,200 to the expenditures primarily due to the impacts of the COVID-19 pandemic. The results from the adjustments in the General Fund is anticipated to create a budget surplus of \$3.5 million. This is an increase of \$5.4 million in comparison to the originally adopted budget (attachment A). As stated, the most significant reason for the change is due to greater than anticipated Sales Tax (\$2.6 million increase) and Measure Y (\$1.7 million increase) revenues. Although departmental and non-recurring expenditures as a whole are expected to decrease by \$172,200, there are various increases in appropriations needed (attachment C); these costs, however, are entirely absorbed by anticipated part-time labor related and contractual savings due to COVID, increases in revenues, and increases in Emergency Response Reimbursements (strike team reimbursements) for the year.



# *City of Santa Fe Springs*

## *City Council Meeting*

*March 02, 2021*

### *Revenues (Attachments A and B)*

The adopted budget had projected General Fund revenues at \$54.8 million (not including Applied Revenues). The revised midyear budget forecast is \$60.0 million, or about \$5.2 million more than originally estimated. Additional recommended revenue increases include \$450,000 in Residual Property Tax, \$300,000 in Property Tax in Lieu of VLF and \$113,900 in Ground Lease revenues. The increases to the Residual and in Lieu of VLF are a result of higher than anticipated property tax allocations. The Ground Lease increase is due to a recent increase in monthly lease payments in accordance with the lease agreement for the Heritage Corporate Center.

During the initial development of revenue estimates, staff took into account the potential impacts of COVID-19 on all General Fund revenue sources. As a result, all other revenue sources are anticipated to fall within the targeted budget range (attachment B).

Additionally, there are several applied revenues (departmental revenues) that need decreases due to COVID-19. These include several reductions to Community Services, Planning and Fire-Rescue revenues including: Facility Rentals at Heritage Park & Clarke Estate (\$190,000); Facility Rentals of the TCH, various park facilities, etc. (\$169,840); cancelled adult sports leagues (\$65,000); Building Inspection Fees (\$50,000); and New Business Inspection Fees (\$45,000) as examples. There are other recommended nominal decreases to other departmental revenues for a grand total of \$881,600 in reductions (attachment C).

### *Expenditures (Attachments A and C)*

Total budgeted expenditures and uses in the adopted budget were approximately \$56.7 million. The proposed expenditure adjustments amount to a decrease of \$172,200, which results in a proposed Revised Budget of \$56.5 million.

While the net impact of the proposed adjustments results in savings, there are recommended adjustments in expenditures throughout departments. The Fire Department is requesting an increase of \$955,000 in overtime as well as \$15,000 increase for maintenance costs at fire stations. The Fire Department is experiencing an increase in overtime costs as vacant positions are backfilled with existing personnel along with deployment of Fire personnel on strike teams throughout the state. The recommended funding will cover the needs of the department for the remaining months of the fiscal year. Staff is also recommending recognizing labor savings in the suppression activity of \$100,000 and \$768,000 in Emergency Response Reimbursements.

Moreover, the City's Community Services department is experiencing significant savings associated with part-time labor and contractual services caused by facility



# *City of Santa Fe Springs*

## *City Council Meeting*

*March 02, 2021*

closures and cancellation of in-person programs and events. The total recommended budget reduction in part-time labor is \$741,800 and the reduction to contract services and supplies is \$453,800. Staff is recommending these adjustments as these are savings that will be realized by the end of the fiscal year.

Other recommended adjustments include: \$50,000 increase for cubicle replacements in the Finance/HR area of City Hall; \$20,000 decrease in Planning's travel budget due to COVID; and an increase of \$9,800 for leadership workshops for the City's executive management team.

The originally adopted budget included an anticipated \$1.9 million operating deficit (attachment A). Staff is now projecting a budget surplus of \$3.5 million. However, there are no recommendations on the use of the additional funding at this time. Once the fiscal year-end results are available, staff will present recommendations to the City Council.

### **Water Utility Fund**

Staff is not recommending any budget adjustments to the City's Water Utility at this time. Although state laws limiting the City's ability to shut off water service during the pandemic were feared to negatively impact the City's ability to collect delinquent water accounts, overall water usage and collections have remained consistent with pre-pandemic levels. Recently enacted rate increases are expected to contribute to overall revenues of approximately \$12.8 million. Expenditures are anticipated to be approximately \$14.1 million for an overall projected deficit of \$1.4 million. As future rate increases continue to be phased in, staff anticipates that the Water Utility Fund deficit will turn to a surplus position. This will provide much needed resources for necessary water infrastructure projects, primarily focused on water supply.

### **Future Outlook**

As discussed on previous occasions, there are ongoing organizational needs that need to be addressed. These include:

#### **COVID-19 and its lingering impacts on the national and local economy –**

Although the vaccination roll out against the coronavirus has started, there are still millions of individuals who have not received the vaccine. The virus as well as the variants are still a threat for the vast majority of the population. As long as the virus remains a threat, the impacts of it on the economy will continue to be felt.

**CalPERS' Unfunded Liability** – The growth in the City's Unfunded Liability is also a significant challenge. There are a number of reasons for the substantial increase in the unfunded liability, including: a smaller City workforce relative to the number of retirees, CalPERS investment losses, a lower investment



# **City of Santa Fe Springs**

## **City Council Meeting**

**March 02, 2021**

discount rate, a shorter amortization period, changes in mortality assumptions, and changing the unfunded liability payment from a percentage of payroll to a fixed amount each year. If investment performance does not meet expectations, the discount rate is lowered further, or other assumption changes are made, these rates could escalate even higher. City staff have established a Pension Trust Fund and are exploring other options in order to mitigate the liability.

**Infrastructure Funding** – While there are funds and accounts that have been established by the City Council, the City will be challenged to provide an increased level of funding to address significant deferred maintenance needs moving forward.

### **FY 2021-2022 Operating Budget**

Staff has started the preparation and development of the FY 2021-22 operating budget. There are a variety of strategic assumptions that will be included in the upcoming budget to ensure the City's financial viability. For both the General and Water Utility Funds it is anticipated that the operational changes implemented over the last several years will provide stability going forward. Staff will continue to work with the City Council through the Finance Subcommittee and Budget Subcommittees to continue the pursuit of internal operating efficiencies and strategies to minimize costs and impacts to City services while exploring new and innovative revenue ideas.

### **FISCAL IMPACT**

If the recommend midyear changes to the budget are approved, the City's General Fund position will improve from a budget deficit of \$1.9 million to a budget surplus of \$3.5 million.

Raymond R. Cruz  
City Manager

### **Attachments:**

- A – FY 2020-21 Midyear Budget Review Summary
- B – FY 2020-21 Midyear Budget Review Revenue Adjustments
- C – FY 2020-21 Midyear Budget Review Operating Adjustments

**FY 2020-2021 Midyear Budget Review  
Summary**

**General Fund**

	Original Adopted Budget	Proposed Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	\$ 54,809,500	\$ 60,003,400	\$ 5,193,900	9.5%
Expenditures				
Department	52,616,850	52,394,650	222,200	0.4%
Non-Recurring	1,287,900	1,337,900	(50,000)	-3.9%
Interfund Transfers	2,800,000	2,800,000	-	0.0%
	<u>56,704,750</u>	<u>56,532,550</u>	<u>172,200</u>	<u>0.3%</u>
<b>Operating Surplus / (Deficit)</b>	<b><u>\$ (1,895,250)</u></b>	<b><u>\$ 3,470,850</u></b>	<b><u>\$ 5,366,100</u></b>	<b><u>383.1%</u></b>

**Water Fund**

	Original Adopted Budget	Proposed Midyear Budget	Change Favorable / (Unfavorable)	
			\$	%
Revenues	\$ 12,756,200	\$ 12,756,200	\$ -	0.0%
Expenditures				
Department	12,481,300	12,481,300	-	0.0%
Interfund Transfers	1,156,300	1,156,300	-	0.0%
Debt Service	489,000	489,000	-	0.0%
	<u>14,126,600</u>	<u>14,126,600</u>	<u>-</u>	<u>0.0%</u>
<b>Surplus / (Deficit)</b>	<b><u>\$ (1,370,400)</u></b>	<b><u>\$ (1,370,400)</u></b>	<b><u>\$ -</u></b>	<b><u>-</u></b>



**2020-21 Midyear Budget Review  
General Fund Revenues**

Account Number	Revenue Source	Actual FY 2019-20*	Adopted FY 2020-21	Midyear Budget FY 2020-21	Adopted FY 20-21 vs. Midyear FY 20-21 Variance	
					\$	%
	<u>Taxes</u>					
411010	Property	\$ 2,520,535	\$ 2,250,000	\$ 2,250,000	\$ -	0.0%
411020	Property - Pass Thru to City	2,122,412	1,350,000	1,800,000	450,000	33.3%
411060	Utility User's Tax (UUT)	6,190,273	6,100,000	6,100,000	-	0.0%
411030	Sales & Use	30,497,960	25,400,000	28,000,000	2,600,000	10.2%
411035	Transactions & Use (Measure Y)	13,083,262	10,270,000	12,000,000	1,730,000	16.8%
411500	Transient Occupancy	132,232	149,000	149,000	-	0.0%
411040	Franchise	3,346,827	3,000,000	3,000,000	-	0.0%
411050	Business Operations	743,467	765,000	765,000	-	0.0%
411530	Property Transfer	315,341	253,000	253,000	-	0.0%
411510	Oil Well	146,124	135,000	135,000	-	0.0%
411520	Barrel	148,178	280,000	280,000	-	0.0%
	Total Taxes	59,246,611	49,952,000	54,732,000	4,780,000	9.6%
	<u>Use of Money &amp; Property</u>					
415200	Interest Earnings	2,080,172	450,000	450,000	-	0.0%
415300	Rentals	307,513	291,500	291,500	-	0.0%
415310	Ground Lease	769,816	710,000	823,900	113,900	16.0%
415320	Development	333,875	306,000	306,000	-	0.0%
	Total Use Of Money & Property	3,491,376	1,757,500	1,871,400	113,900	6.5%
	<u>State Subventions</u>					
415100	Vehicle In Lieu Taxes	2,148,113	1,900,000	2,200,000	300,000	15.8%
	Total State Subventions	2,148,113	1,900,000	2,200,000	300,000	15.8%
	<u>Other</u>					
415900	Other	249,309	200,000	200,000	-	0.0%
415330	Water Utility Lease Payment	1,000,000	1,000,000	1,000,000	-	0.0%
	Total Other	1,249,309	1,200,000	1,200,000	-	0.0%
	<b>Total General Fund</b>	<b>\$ 66,135,409</b>	<b>\$ 54,809,500</b>	<b>\$ 60,003,400</b>	<b>5,193,900</b>	<b>9.5%</b>

*\*Unaudited Figures*

**FY 2020-21 Midyear Budget Review**  
**Operating Adjustments**

**Attachment C**

Description	Budget Adjustment Increase/(Decrease)
<b>General Fund</b>	
<b>Proposed Midyear Adjustments:</b>	
<b><u>Operating/Departmental Expenditures</u></b>	
<b><u>General Government</u></b>	
City Manager - Increase for leadership workshops	\$ 9,800
<b>Net Costs /(Savings)</b>	<b>9,800</b>
<b><u>Community Services</u></b>	
Decrease in Revenue throughout various activities due to COVID	776,600
Reduction in PT Hours throughout various activities due to COVID	(741,800)
Reduction in Contracts & Supplies throughout various activities due to COVID	(453,800)
<b>Net Costs /(Savings)</b>	<b>(419,000)</b>
<b><u>Finance</u></b>	
Increase in Non-Recurring for cubicle replacements	50,000
<b>Net Costs /(Savings)</b>	<b>50,000</b>
<b><u>Planning</u></b>	
Pln - Decrease in travel due to COVID	(20,000)
Pln - Decrease in Revenue for Final Map Checking Fees	10,000
Bld & Reg - Decrease in Revenue for Building Inspection Fees	50,000
<b>Net Costs /(Savings)</b>	<b>40,000</b>
<b><u>Public Works</u></b>	
Maint. - Increase in shared costs for the maintenance of the Transportation Center	25,200
Maint. - Transfer from Measure R	(25,200)
<b>Net Costs /(Savings)</b>	<b>-</b>
<b><u>Fire-Rescue</u></b>	
Suppression/Paramedics - Increase in Overtime	955,000
New Business Inspection Fees - Decrease due to COVID-19	45,000
Buildings & Grounds - Increase in maintenance costs at fire stations	15,000
Suppression - Decrease in labor costs due to vacancies	(100,000)
Suppression - Increase in Emergency Response Reimbursement	(768,000)
<b>Net Costs /(Savings)</b>	<b>147,000</b>
<b>General Fund - Total Expenditure Adjustments</b>	<b>\$ (172,200)</b>



# City of Santa Fe Springs

City Council Meeting

March 2, 2021

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Heritage Arts	1	Zamora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	5	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	3	Mora
Youth Leadership Committee	3	Rodriguez

**Applications Received:** Jilliana Casillas for Youth Leadership Committee.

**Recent Actions:** Council Member Sarno appointed Valerie Bojorquez to the Youth Leadership Committee.

Raymond R. Cruz  
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

## **Prospective Members for Various Committees/Commissions**

### **Beautification and Historical\* (\*pending name change)**

Phillip Gonzalez

### **Family & Human Services**

### **Heritage Arts**

### **Personnel Advisory Board**

### **Parks & Recreation**

Danielle Pavageau

### **Planning Commission**

### **Senior Citizens Advisory**

### **Sister City**

### **Traffic Commission**

### **Youth Leadership**

Jilliana Casillas

**BEAUTIFICATION AND HISTORICAL ADVISORY COMMITTEE\***

\*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

**APPOINTED BY****NAME****TERM EXPIRES  
DEC 31, 2022****Mora**Doris Yarwood  
Guadalupe Placencia  
Irma Huitron  
**Vacant****Zamora**Annette Ramirez  
**Vacant**  
**Vacant**  
**Vacant****Sarno**Jeannette Lizarraga  
Mary Arias  
Linda Vallejo  
**Vacant****Rodriguez****Vacant**

Sally Gaitan

Mark Scoggins

**Vacant****Trujillo**Jacqueline Martinez  
Kay Gomez  
**Vacant**  
Merrie Hathaway

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council  
5 Social Service Agency Representatives Appointed by the  
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
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<b>Mora</b>	Martha Villanueva* <b>Vacant</b> Miriam Herrera
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<b>Zamora</b>	Gaby Garcia Christina J. Colon Gilbert Aguirre
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<b>Sarno</b>	Dolores Duran Janie Aguirre Peggy Radoumis
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<b>Rodriguez</b>		Shamsher Bhandari	
		Elena Lopez	
		Hilda Zamora	

<b>Trujillo</b>	Dolores Romero Laurie Rios* Bonnie Fox
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**Organizational Representatives:** Nancy Stowe  
(Up to 5) Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

## HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members  
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	Vacant	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

### Committee Representatives

Family and Human Services Committee  
Beautification and Historical Committee  
Planning Commission  
Chamber of Commerce

**Vacant**

Sally Gaitan  
Gabriel Jimenez  
Debbie Baker

### Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	<b>Vacant</b>
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,  
Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES
<b>Mora</b>	Joe Avila	<b>DEC 31, 2022</b>
	Eddie Barrios	
	William Logan	
	Ralph Aranda	
	Kurt Hamra	
<b>Zamora</b>	Gina Hernandez	
	Blake Carter	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Kenneth Arnold	
	Mary Anderson	
	Jeannette Lizarraga	
	<b>Vacant</b>	
	Mark Scoggins	
<b>Rodriguez</b>	Kayla Perez	
	Priscilla Rodriguez	
	Lisa Garcia	
	Sylvia Perez	
	David Diaz-Infante	
<b>Trujillo</b>	Dolores Romero	
	Andrea Lopez	
	Elizabeth Ford	
	Nancy Krueger	
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*



## PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

# PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,  
Council Chambers  
Qualifications: 18 Years of age, reside or active in the City  
Membership: 5

APPOINTED BY		NAME
Mora		Ken Arnold
Sarno		Johnny Hernandez
Rodriguez		Francis Carbajal*
Trujillo		William K. Rounds
Zamora		Gabriel Jimenez

## SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,  
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
Zamora	<b>Vacant</b>	
	Elena Lopez Armendariz	
	Josefina Lara	
	<b>Vacant</b>	
	<b>Vacant</b>	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
Trujillo	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES
Mora	Martha Villanueva*	DEC 31, 2022
	Doris Yarwood	
	Laurie Rios*	
	Peggy Radoumis	
	Francis Carbajal*	
Zamora	Vacant	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Sarno	Manny Zevallos	
	Vacant	
	Jacqueline Martinez	
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	
	Shamsher Bhandari	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Charlotte Zevallos	
	Andrea Lopez	
	Vacant	
	Marcella Obregon	
	Vacant	

*\*Indicates person currently serves on three committees*

## TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

### APPOINTED BY

### NAME

Mora

Bryan Collins

Sarno

Johana Coca

Rodriguez

Felix Miranda

Trujillo

Linda Vallejo

Zamora

Christina J. Colon

## YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

### APPOINTED BY

### NAME

**TERM EXPIRES  
DEC 31, 2022**

**Mora**

Kharisma Ruiz

**Vacant**

**Vacant**

**Vacant**

**Zamora**

Joseph Casillas

Savanna Aguayo

Valerie Melendez

Christian Zamora

**Sarno**

Abraham Walters

Aaron D. Doss

Valerie Bojorquez

Maya Mercado-Garcia

**Rodriguez**

Jasmine Rodriguez

**Vacant**

**Vacant**

**Vacant**

**Trujillo**

Bernardo Landin

Isaac Aguilar

Andrew Bojorquez

Alan Avalos