



AGENDA

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

**July 20, 2021
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

TELECONFERENCE LOCATION

25075 Territorial Court
Veneta, OR 97487

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

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

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

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

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

City of Santa Fe Springs

Regular Meetings

July 20, 2021

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.*

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

a. Minutes of the June 15, 2021 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. **CONSENT AGENDA**

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

a. Minutes of the June 15, 2021 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

d. Water Well No. 2 Assessment – Award of Contract (Public Works)

Recommendation:

- Award a contract to General Pump Company of San Dimas, CA in the amount of \$139,300 for the Water Well No. 2 Assessment;
- Appropriate \$167,000 from the Water Fund Reserves to the Water Well No. 2 Assessment (WT195003); and
- Authorize the Mayor to execute agreement.

NEW BUSINESS

8. Resolution No. 9721 – Adopt Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road) for Road Maintenance and Rehabilitation Account of 2017 Funds (Fiscal Year 2021/22) (Public Works)

Recommendation:

- Adopt Resolution No. 9721 approving the Pioneer Boulevard Street Improvement Project (Project) to be partially funded by the Road Maintenance and Rehabilitation Account (RMRA);
- Add Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) Project to the Capital Improvement Plan (CIP); and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for the allocation of Road Maintenance and Rehabilitation Account (RMRA) funds to the Pioneer Boulevard Street Improvement Project.

PUBLIC HEARING

9. Urban Water Management Plan for 2020-2025 (Public Works)

Recommendation:

- Conduct a Public Hearing on the 2020-2025 Urban Water Management Plan and Water Shortage Contingency Plan for the City of Santa Fe Springs; and
- Adopt Resolution No. 9727 approving the Plans and authorizing the Director of Public Works to submit the Plan to the State Department of Water Resources.

HOUSING SUCCESSOR

10. **CONSENT AGENDA**

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

Minutes of the June 3 and 15, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

11. CONSENT AGENDA

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

Minutes of the June 3 and 15, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

12. 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 June 3, 15, and 29, 2021 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Little Lake Park Bus Stop Improvements – Award of Contract (Public Works)

Recommendation:

- Appropriate additional \$12,500 from the Utility Users Tax (UUT) Capital Improvements Fund to the Little Lake Park Bus Stop Improvements (PW 200101);
- Accept the bids; and
- Award a contract to EBS General Engineering, Inc. of Corona, California, in the amount of \$25,531.00.

- c. Santa Fe Springs Park Recreation Building New Cabinets – Rejection of Bids (Public Works)

Recommendation:

- Reject the bids submitted for the Santa Fe Springs Park Recreation Building new Cabinets project; and
- Authorize the City Engineer to re-solicit bid proposals for the Santa Fe Springs Park Recreation Building New Cabinets.

PUBLIC HEARING

- 13. Resolution No. 9724 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2021/22 (Public Works)**

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9724 confirming the diagram and assessment, and providing for annual assessment levy; and

- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2021/22.

PUBLIC HEARING

14. Resolution No. 9725 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2021/22) (Public Works)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9725 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2021/22.

PUBLIC HEARING

15. Confirming of 2020/21 Weed Abatement Charges (City Clerk)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2020/21 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

NEW BUSINESS

16. Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities (City Clerk)

Recommendation:

- Approve appointments of Delegate and Alternate Delegate for the Annual Conference & Expo of the League of California Cities scheduled for September 22-24, 2021.

17. Approve an Agreement with Hinderliter, de Llamas & Associates for Business License Administration and Related Services (Finance)

Recommendation:

- Authorize the Mayor to execute an agreement with Hinderliter de Llamas & Associates for Business License Administration and related services.
- Appropriate \$100,000 from the General Fund Undesignated Reserves to the contractual services account in the General Fund Finance Activity.

City of Santa Fe Springs

Regular Meetings

July 20, 2021

18. Approval of Personnel Modifications (Finance)

Recommendation:

- Approve the classification specification changes for the position of Environmental Protection/Fire Prevention Specialist.
- Adopt classification specifications for the following positions: Assistant Director of Planning, and Assistant Director of Police Services.
- Approve changes to the City's salary schedule.

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

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

21. **COUNCIL COMMENTS**

CLOSED SESSION

22. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: APN No. 8009-007-930 (southwest of Telegraph Road and Norwalk Blvd)

Agency negotiator: City Manager, Planning Director

Negotiating parties: Westland Real Estate Group

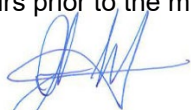
Under negotiation: Price and terms

23. **CLOSED SESSION REPORT**

24. **ADJOURNMENT**

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



Janet Martinez, CMC, City Clerk

June 16, 2021

Date Posted

**FOR ITEM NO. 6A
PLEASE SEE ITEM NO. 12A**



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 6/30/2021

None

Outstanding principal at 6/30/2021

\$41,001,082

Bond Repayment

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

Unspent Bond Proceeds

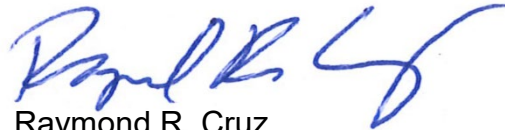
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz
City Manager/Executive Director

**FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 12A**



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 6/30/2021

None

Outstanding principal at 6/30/2021

\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 6/30/2021

None

Outstanding principal at 6/30/2021

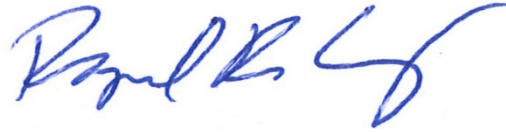
\$1,025,000

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

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

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

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



Raymond R. Cruz
City Manager/Executive Director



CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Storage Tank Cathodic Protection Systems

The Water Utility Authority (WUA) owns and operates two 4-million gallon water storage tanks constructed in 1973 of welded steel. In September 2016, staff had a corrosion engineering evaluation performed on both tanks, which found the tanks to be in overall good condition with minor to moderate corrosion in certain areas. The evaluation's recommendation was to replace the old, inoperable Cathodic Protection (CP) systems currently installed, to prevent further water corrosion and prolong the usable life of the two water storage tanks. CorrPro of Santa Fe Springs completed installation and commissioning of the new replacement CP systems at both water storage tank sites.

On-Call Emergency Water Repair Services

Staff performs emergency pipeline repair and replacement work that at times exceeds staff's ability and capacity to address internally. Representative projects typically consist of larger diameter pipelines (i.e., greater than 12" diameter), pipelines located in congested thoroughfares, and deeper installations requiring protective shoring. Staff received and is currently evaluating several proposals.

Water Well No. 2 Assessment Status Update

Constructed in 1963, Water Well No. 2 has been inactive since 2006 due to a change in water quality requirements from the State Water Board. City staff is evaluating whether this well has the potential to be brought back online at a reduced cost as compared to the water treatment for Water Well No. 12. City staff has completed their evaluations and is recommending an award of contract to General Pump to perform the assessment of Water Well No. 2.

FISCAL IMPACT

A total of \$40,000 for On-Call Emergency Water Repair Services is included for the Fiscal Year 2021/22 Water Operation and Maintenance Budget.

Staff will request the WUA to appropriate funding from the Water Reserve / Capital Improvement Plan (CIP) Fund for the Water Well No.2 assessment when the contract award is approved.

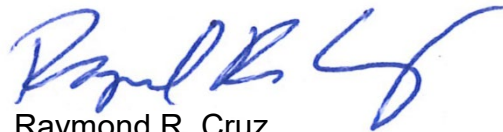
A handwritten signature in blue ink, appearing to be "MN", is located below the "Date of Report" text.

INFRASTRUCTURE IMPACT

Replacing the Cathodic Protection Systems at both water storage tanks will help prevent corrosion and premature failure. The CP systems are a cost-effective approach to maximizing useful life and preventing possible water quality issues.

Having an On-Call Emergency Water Repair Services contract in place with multiple pipeline contractors to perform emergency and routine work provides the City with the ability to augment water staff with experienced and capable contractors in emergencies. Having contracts in place also provides a consistent framework for pricing and ensures timely repairs and minimal water outages.

A comprehensive assessment of Water Well No. 2 will provide City staff the information needed to determine if the water well can be rehabilitated and if treatment is necessary. This project has the potential to allow the City to deliver high-quality groundwater and reduce the City's dependence on costly imported water from the Metropolitan Water District of Southern California.



Raymond R. Cruz
Executive Director

Attachments:

None



City of Santa Fe Springs

Water Utility Authority

ITEM NO. 7D

July 20, 2021

CONSENT AGENDA

Water Well No. 2 Assessment – Award of Contract

RECOMMENDATION

- Award a contract to General Pump Company of San Dimas, CA in the amount of \$139,300 for the Water Well No. 2 Assessment;
- Appropriate \$167,000 from the Water Fund Reserves to the Water Well No. 2 Assessment (WT195003) ; and
- Authorize the Mayor to execute agreement.

BACKGROUND

Water Well No. 2 is located at 15517 Carmenita Road, Santa Fe Springs. The well was constructed in 1963 and provided approximately 1,800 Gallons per Minute (GPM) of groundwater to the City until 2006 when the United States EPA lowered the Maximum Contaminant Level (MCL) for Arsenic in drinking water. Well No. 2 was taken out of service in 2006 due to the Arsenic levels now minimally exceeding the new MCL. City staff has ceased pumping operations at Water Well No. 2 pending well rehabilitation or possible abandonment.

Staff solicited a Request for Proposals and received only one proposal for Water Well No. 2 Assessment. The project requires highly specialized work with specific equipment; therefore, not many firms can provide this type of service.

Staff recommends awarding a contract to General Pump Company as they possess the necessary qualifications and expertise to perform the Water Well No. 2 Assessment.

LEGAL REVIEW

The City Attorney's office has reviewed the Professional Service Agreement.

FISCAL IMPACT

Staff requests an appropriation of \$167,000 from the Water Fund Reserves to the Water Well No. 2 Assessment (WT195003). The following is a breakdown of the project costs:

<u>ITEM</u>	<u>BUDGET</u>
Well Assessment	\$ 139,300
Engineering / Staff Support	\$ 13,700
Contingency (15%)	\$ 14,000
Total Project Cost:	
	\$ 167,000

Sufficient funding is available in the Water Fund Reserves. The contract amount of \$139,300 includes the removal and installation of a temporary pump, should that be necessary to perform video logging

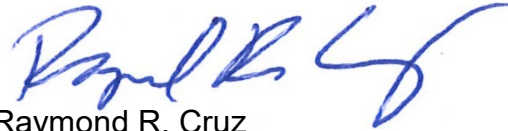
Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N Negrete", is written over the printed name and title.

Date of Report: July 16, 2021

INFRASTRUCTURE IMPACT

Upon completion of the project, the City will be able to make an informed decision to either rehabilitate the well or properly abandon it. If rehabilitated, Water Well No. 2 has the potential to be a source of safe drinking water for residents and businesses. As a rehabilitated source of water, Water Well No. 2 will improve system reliability and efficiency throughout the City's distribution network. Further, it will reduce the City's need to purchase imported water from Metropolitan Water District (MWD), which increases rates annually.



Raymond R. Cruz
Executive Director

Attachments:

Attachment No. 1: Agreement

Attachment No. 2: Request for Proposal-Water Well No. 2 Assessment

Attachment No. 3: General Pump Proposal

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of July, 2021, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and General Pump Company, a ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent consultant to perform Water Well No. 2 Assessment, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed one hundred thirty-nine thousand three hundred Dollars (\$139,300.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERMINATION

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall

be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

General Pump Company
159 N. Acacia Street
San Dimas, CA 91773
Tel: (909) 599-9606
Attn: Mike Bodart

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized

subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Consultant. Consultant is and shall be acting at all times as an independent consultant and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be

and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT
COMPANY NAME**

_____	Date: _____
Mike Bodart, President/Director of Engineering	
_____	_____
Type or Print Name	Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

_____	Date: _____
John M. Mora, Mayor	

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

_____	Date: _____
Ivy Tsai, City Attorney	

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

WATER WELL No. 2 ASSESSMENT

REVISED



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

**Jesse Sira, Project Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 941-5484, Extension 3607**

REQUEST FOR PROPOSALS

WATER WELL No. 2 ASSESSMENT

The City of Santa Fe Springs Water Utility Authority (AGENCY) is seeking the services of a qualified, experienced Consultant/Contractor to: evaluate Water Well No. 2 motor, pump, and casing, and all related components for defects or deterioration, perform video camera inspection of well casing during both static and pumping conditions, test for and quantify contaminants which may be present in the aquifer(s), and prepare a profiling report.

The AGENCY will select a Consultant/Contractor that can demonstrate proven capabilities for performing video camera surveys, dynamic and steady state flow and chemistry testing. The proposal should also include the firm's other recent related experience with innovative approaches to evaluating a production well.

Proposers are requested to submit their proposals and written statements of technical qualifications for completing the work in accordance with and as specified in this Request for Proposals (RFP). Failure to comply with the requirements identified in the RFP may render a proposal non-responsive. The specific services requested are described in the Scope of Services included in this RFP.

The AGENCY invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on June 29, 2021**. Interested proposers must submit four (4) copies of their proposal labeled **"WATER WELL No. 2 ASSESSMENT"** to:

Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 45 days. The award, if made, will be made to the Consultant/Contractor whose proposal best meets the technical requirements of the RFP as determined by the AGENCY. The proposal submitted by the selected Consultant/Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Project Manager, Jesse Sira at (562) 941-5484.

INSTRUCTIONS
REQUEST FOR PROPOSALS

1. PROPOSED SCHEDULE

<u>DESCRIPTION</u>	<u>DATE/TIME</u>
Request for RFP Released	Monday, May 24, 2021
Deadline to Submit Questions	Tuesday, June 22, 2021 – 3:00 p.m.
Deadline to Receive RFP	Tuesday, June 29, 2021 – 3:00 p.m.

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this project.

3. SUBMISSION OF RFP

To be considered, the RFP must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, June 29, 2021.

Consultants/Contractors must submit four (4) copies of their Proposal labeled:

“REQUEST FOR PROPOSALS FOR WATER WELL No. 2 ASSESSMENT” to:

Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

RFP and amendments to RFP, received after the date and time specified above will not be accepted and will be returned to the Consultant/Contractor unopened.

4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting an RFP, Consultant/Contractor is deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting Agreement.

The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants/Subcontractors will be required to document in the RFP that they are aware of all addenda issued, if any, by the AGENCY.

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

a. **Contact Person for the Project**

All questions or contacts regarding this RFP must be directed to Jesse Sira, who can be reached at (562) 941-5484, ext. 3607 or via email at jessesira@santafesprings.org.

b. **Clarifications of the RFP**

Consultants/Subcontractors are encouraged to promptly notify Mr. Sira of any apparent errors or inconsistencies in the RFP. If a Consultant/Contractor requires clarifications to this RFP, the Consultant/Contractor shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

c. **Submitting Requests**

All questions must be submitted to the AGENCY by 3:00 p.m. on Tuesday June 22, 2021. The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 3:00 p.m. on Tuesday June 22, 2021 will not be responded to.

d. **Agency Responses**

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on June 25, 2021.

7. **COST OF RFP PREPARATION**

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant/Contractor who elects to submit an RFP in response to this RFP or by any Consultant/Contractor that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Consultants/Subcontractors in:

- Preparing an RFP and related information in response to this RFP;
- Submitting an RFP to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or

- Any and all other expenses incurred by a Consultant/Contractor prior to the date of award, if any, of a Professional Services Agreement

The AGENCY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Consultant.

8. CONFLICT OF INTEREST

By responding to this RFP, each Consultant/Contractor represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Consultants/Subcontractors, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

9. KEY PERSONNEL

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Consultant/Contractor must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Consultant/Contractor may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant/Contractor to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

10. BASIS FOR AWARD OF CONTRACT

The AGENCY intends to select the Consultant/Contractor on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the

Consultant/Contractor whose RFP best meet the requirements of the Scope of Work as determined by the AGENCY. The RFP submitted by Consultant/Contractor shall be incorporated as part of the respective Professional Services Agreement.

11. TERM OF AGREEMENT

The AGENCY will compensate the Consultant/Contractor for actual hours worked by assigned personnel on a monthly basis. For each approved project task, the Consultant/Contractor will provide an invoice clearly documenting the services performed each day and the number of hours worked. Compensation will be based on the Bid Schedule.

12. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants/Subcontractors are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractor/subconsultants, including legal name of the company, address and contact person.
- Acknowledgement that Consultant/Contractor is obligated by all addenda to this RFP.

- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant/Contractor to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant/Contractor shall:

- Provide a profile of the Consultant/Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide professional consulting services.
- Provide a list of previous projects in which the Consultant/Contractor and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a Professional Services Agreement with a Consultant/Contractor that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Consultant/Contractor plans on using subcontractor/subconsultants, then company profile, name, address, and telephone for all subcontractor/subconsultants providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a

description of services to be provided by subcontractor/subconsultants. Describe the Consultant's business and reporting relationship with any subcontractor/subconsultants. Include references and resumes for all third party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractor/subconsultants.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Consultant/Contractor understands the Scope of Work. More specifically, the RFP should include the Consultant's general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the Water Well No. 2 Assessment.

F. Client References

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant/Contractor that are submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

H. Bid Schedule

Consultant/Contractor must complete and include as part of the proposal, the attached Bid Schedule.

13. RFP EVALUATION PROCESS AND CRITERIA

1. GENERAL

The RFP will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Consultant/Contractor may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

2. EVALUATION CRITERIA

1. Completeness of RFP.
2. Consultant/Contractor and key personnel's experience in performing similar work.
3. Consultant/Contractor and key personnel's record in accomplishing work assignment for projects.
4. Consultant's demonstrated understanding of the Scope of Work.
5. Quality of work previously performed by the firm as verified by reference checks.
6. Relevant project experience.
7. Bid Schedule

C. EVALUATION PROCESS

After evaluating all RFP received, the AGENCY will rank the firms and the most qualified firms will be invited to an interview if necessary with the AGENCY evaluation committee.

D. INTERVIEW

For the interview if necessary, the Consultant/Contractor should have available the project manager and key personnel to discuss the following:

1. Major elements of the RFP
2. Description of related experience for Consultant
3. Description of related experience for key personnel

E. FINAL SELECTION

The final selection will be the Consultant/Contractor which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing professional consulting services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the RFP received.

14. EXCEPTIONS OR ADDITIONS

The RFP shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's submittal is contingent and which shall take precedence over this RFP.

15. INSURANCE REQUIREMENTS

Prior to executing a Professional Services Agreement, the Consultant/Contractor will be required to submit to the City the required insurance certificates.

The Consultant/Contractor shall indemnify and hold AGENCY and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Consultant/Contractor selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Consultant:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

16. RIGHTS OF THE AGENCY

The AGENCY reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all RFP, or any item or part thereof, or to waive any informalities or irregularities in any RFP.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to request or obtain additional information about any and all RFP.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Consultant.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of an RFP.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for

submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule.

- The right to disqualify any Consultant/Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Consultant/Contractor and to negotiate with other Consultants/Subcontractors who are deemed qualified.
- Although cost is an important factor in deciding which Consultant/Contractor will be selected, it is only one of the criteria used to evaluate RFP. The AGENCY reserves the absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.
- The AGENCY reserves the right to reject any or all RFP or to make no award at all, to determine whether any alternate RFP are equal to the specifications and general requirements, and to accept RFP with minor variations from the RFP and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Consultant/Contractor and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Consultant/Contractor that responds to this RFP. RFP received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the RFP evaluation process. Submitted RFP are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, it shall be duly noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Waiver of RFP

RFP may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the RFP and all collateral material shall become the property of the AGENCY.

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant/Contractor acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Consultant/Contractor believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any RFP submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.**

Notwithstanding that disclaimer, it is the intention of the AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

SCOPE OF SERVICES
REQUEST FOR PROPOSALS
WATER WELL No. 2 ASSESSMENT

SCOPE OF WORK

The City of Santa Fe Springs Water Utility Authority (AGENCY) is seeking the services of a qualified, experienced Consultant/Contractor to: 1) evaluate Water Well No. 2 motor, pump, and casing, and all related components for defects or deterioration, 2) perform video camera inspection of well casing during both static and pumping conditions, 3) test for and quantify contaminants which may be present in the aquifer(s), and 4) prepare a profiling report.

The AGENCY will select a Consultant/Contractor that can demonstrate proven capabilities for performing video camera surveys, dynamic and steady state flow and chemistry testing. The proposal should also include the firm's other recent related experience with innovative approaches to evaluating a production well.

The Scope of Work is divided into four (4) major tasks. Performance of and payment for each task is dependent of the results of the preceding task and approval of the City Engineer or his designee. Work shall consist of, but not be limited to the following tasks:

Task 1 - Verify Well Operability, Collect Preliminary Water Samples

The Consultant/Contractor is to reconnect power inside the electrical panel then verify existing well motor operability and correct rotation. Once operability has been verified, the well is to be run and water discharged to waste for a sufficient amount of time to allow the pumping water level to stabilize and to then collect sufficient water quality samples at various flow rates to establish initial water quality parameters and constituent concentrations. The Consultant/Contractor shall supply and hook up a temporary VFD electrical panel to power the well motor as needed or requested by the City Engineer. The Consultant/Contractor shall disconnect electrical power to the well motor after the completion of the final task approved by the City Engineer.

Task 2 – Video Inspection of Well Casing and Screens

The Consultant/Contractor is to perform a miniaturized video camera survey of Well No. 2, in both static and dynamic conditions. The goal of the video camera survey is to determine the condition of the well casing and screen below the pump intake and to confirm the start and end depths of each well screen, preferentially without removing the City's existing pump from the well. The camera used for the profiling effort should be small enough to fit inside of a 1-inch to 1.25-inch Inside Diameter (ID) access pipe to be installed by the Consultant/Contractor prior to the video survey if the existing entry points around the well are insufficient. Once the access pipe is installed, the access pipe should be checked to confirm access through the pipe and that there are no blockages that could prevent the ingress and egress of the profiling tooling. The bottom of the access pipe is required to be terminated with a stainless-steel coupling with rounded edges to prevent damage of the profiling equipment when it is removed from the well. The access pipe is

required to terminate at a minimum of 10-feet below the pump intake and no greater than 20-feet below the intake.

All down-hole equipment used during the survey, is required to be sprayed with a 12.5% solution of sodium hypochlorite as the equipment enters the well, including the access pipe.

Following completion of the video camera survey, the Consultant/Contractor shall provide a report that describes the results as well as still frame captures that show examples of the well's condition at different depths. The Consultant/Contractor shall provide a copy of the video survey on a flash drive following its completion.

Task 3 – Dynamic Steady State Flow and Chemistry Profiling

This section summarizes the methods to be used for performing dynamic flow and chemistry testing on City of Santa Fe Springs, Water Well No. 2. The goal of the dynamic, steady state survey is to vertically delineate arsenic concentrations, as well as the concentrations for other analytes, along the entire length of the well screen, preferentially using the City's existing pump to perform the testing. The tooling used for profiling effort should be small enough to fit inside of a 1-inch to 1.25-inch ID access pipe to be installed by the Consultant/Contractor prior to the profiling survey. Once the access pipe is installed, the access pipe should be checked to confirm access through the pipe and that there are no blockages that could prevent the ingress and egress of the profiling tooling. The bottom of the access pipe is required to be terminated with a stainless-steel coupling with rounded edges to prevent damage of the profiling equipment when it is removed from the well. The access pipe is required to terminate at a minimum of 10-feet below the pump intake and no greater than 20-feet below the intake.

The Consultant/Contractor performing the dynamic and steady state survey shall ensure that the tooling or instrument used for the survey can pass through the access pipe installed. The tooling shall be no more than 7/8" Outside Diameter (OD) and be flexible enough to pass through any gentle curvature in the access pipe. The Consultant/Contractor shall ensure that the flow profiling tool or instrument either be centralized within the well casing when the tool exits the bottom of the access pipe, or has some other means to ensure that the flow readings are compensated for the decentralized transit through the well. If a tracer is used, then the tracer must be injected sideways in multiple directions at each depth to ensure that flow through the cross-sectional area of the well is measured.

For the groundwater sampling portion of the field work, the sampling device must also be able to pass through the access pipe. A minimum of 10 down-hole water chemistry samples must be collected, including one duplicate sample and a total of 2 wellhead samples collected as well. The first well head sample shall be collected before the down-hole samples are collected and the second wellhead sample collected after the down-hole sampling is completed. The depth location of the samples must be based on the results of the flow profile. Water chemistry samples shall be tested for arsenic, total and dissolved iron, total and dissolved manganese, total dissolved solids (TDS), hexavalent chromium (CrVI), perchlorate and various VOCs (including 1,4-dioxane), Radon, and

Per- and Polyfluorinated Substances (PFAS, PFOA, and PFOS). The Consultant/Contractor shall provide a line item in their Fee and Rate Schedule that lists costs for collecting optional and/or additional samples requested by the City Engineer.

All down-hole equipment used during the survey, is required to be sprayed with a 12.5% solution of sodium hypochlorite as the equipment enters the well, including the access pipe.

Prior to the start of onsite field work, the Consultant/Contractor shall provide a work plan describing how the flow and chemistry survey will be performed and completed. An illustration of the well, including a conjoining side-diagram showing preliminary sampling depths is required. If using the tracer flowmeter, then the tracer injection depths shall also be included on the work plan diagram. The Consultant/Contractor shall be responsible for labeling all of the sample bottles, filling out the chain of custody and packaging the samples in a cooler with ice. The AGENCY representatives will be responsible for shipping the samples to the laboratory. The AGENCY will be responsible for all laboratory costs and contracting with the laboratory.

Task 4 – Prepare a Profiling Report

The Consultant/Contractor is required to provide a profiling report following standard engineering report protocols, including an Executive Summary, Methods, Results and Conclusions and Discussion and Recommendations section. The Consultant/Contractor is required to perform the mass balance analysis and provide a discussion of uncertainties in the data analysis. If more than one interpretation of the data is plausible, then the Consultant/Contractor shall provide additional explanations of the data to consider in terms of addressing the well's water quality issues. The report provided by the Consultant/Contractor shall include appendices containing the laboratory report(s). The Consultant/Contractor shall provide three (3) hard copies of the report in addition to a digital copy on a flash drive following its completion.

LOCATION OF WORK

The general location and limit of the work is as follows:

15517 Carmenita Road, Santa Fe Springs, CA. 90670

TIME FOR COMPLETION

The Consultant/Contractor shall complete all work in every detail within **fifty (50) CALENDAR DAYS** after the date in the Notice to Proceed with the work.

NOTIFICATION

The Consultant/Contractor shall notify the City of Santa Fe Springs and the owners of all utilities and substructures not less than 48 hours prior to starting construction. A list of names and telephone numbers is included in the APPENDIX and has been provided for the convenience of the Consultant/Contractor, and is not guaranteed to be complete, correct, or applicable to this Project.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Consultant/Contractor and subconsultants/subcontractors, or their representatives, shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road), and the Fire Department (11300 Greenstone Avenue).

STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, the "Greenbook," including latest amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Consultants of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 1612 So. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans, Special Provisions, or other Contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

SUBCONTRACTING/SUBCONSULTING

In order to clarify the requirements and procedures for approval of subconsultants/subcontractors, the following points are emphasized:

1. The Consultant/Contractor shall submit a letter to the City (if requested by the City) requesting approval of the subconsultant(s)/subcontractor(s). Included in the letter shall be a list of the names and addresses of each subconsultant/subcontractor; items to be subcontracted, by item number; brief description of the item; and Contract bid value. In this Contract, "Contract Bid Value," means the portion of the Consultant's/Contractor's total bid which is attributable to such subcontracted items.
2. Request for approval must be submitted for ALL proposed subconsultants/subcontractors, including those proposed to work only on items identified as "Specialty Items."
3. The mere listing of the subconsultants/subcontractors in the Bidder's Proposal does not meet the requirements for approval of subconsultants/subcontractors.
4. The City must give approval in writing before the subconsultants/subcontractors is permitted to work.

ADDITIONAL REQUIREMENTS:

1. Consultant/Contractor will be required to furnish a certificate of liability insurance as required by the City Attorney. City shall be named as additional insured on the certificate.
2. Consultant/Contractor will be required to have in his possession a valid business license as issued by the City of Santa Fe Springs.
3. Consultant/Contractor shall provide unit cost for completing all areas listed on proposal and bills shall reflect actual constructed quantities.
4. Consultant/Contractor will be required to supply and install a test pump with a 1.25" PVC access pipe in the event the existing pump and access pipes or methods of installing access pipes described above will not work to perform video inspection or chemistry profiling.
5. Concrete sealer, hardener and densifier; and joint sealant will conform to the Standard Specifications for Public Works (Greenbook) and the attached Specifications.
6. Consultant/Contractor will provide a construction schedule to the Engineer within ten (10) working days after the date of the City's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.
7. Consultant/Contractor shall maintain access at all times to vehicular traffic, including large commercial trucks to businesses nearby and adjacent to the Well No. 2 site.

Submitted by: _____

BID SCHEDULE

WATER WELL No. 2 ASSESSMENT

IN THE CITY OF SANTA FE SPRINGS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	EXTENDED AMOUNT
BASE BID				
1.	Verify Well Operability, Collect Preliminary Water Samples.	1	L.S.	\$ _____
2.	Video Inspection of Well Casing and Screens.	1	L.S.	\$ _____
3.	Dynamic Steady State Flow and Chemistry Profiling	1	L.S.	\$ _____
4.	Prepare a Profiling Report.	1	L.S.	\$ _____
TOTAL AMOUNT BASE BID IN FIGURES:			\$	_____

BID ALTERNATE

1.	Remove the existing pump and install a temporary pump.	1	L.S.	\$ _____
TOTAL AMOUNT BID ALTERNATE IN FIGURES:			\$	_____



**GENERAL
PUMP
COMPANY**

159 N. ACACIA STREET * SAN DIMAS, CA 91773

PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215

www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

Request for Proposal

Water Well No. 2 Assessment

June 29, 2021 @ 3:00 pm

Prepared by

**Michael Bodart
General Pump Company, Inc.**

For The

City of Santa Fe Springs

**11710 Telegraph Road
Santa Fe Springs, CA 90670**

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SECTION 1
Letter of Offer



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

City of Santa Fe Springs

June 29, 2021

11710 Telegraph Road

Santa Fe Spring, CA 90670

Attn: Noe Negrete – Director of Public Works

Subject: Offer letter: Water Well 2 Assessment- RFP

General Pump Company, Inc.(GPC) is pleased to submit four (4) copies of the above referenced proposal. This offer letter is intended to provide a summation of our qualifications and clarifications associated with our proposal and capabilities for this project. This Proposal includes Sections 1 through 8 including the Bid Schedule. Our proposal and quotation acknowledge receipt of the project plans, specifications, and Addendum #1.

GPC has been in business for 69 years and is located in San Dimas and Camarillo, California. It is now and has always been our business practice to fully comply with all applicable State and Federal Reporting requirements regarding our employee's safety, employment reporting, and customer focus. Note that GPC does not drill wells. We have several employees that have significant well drilling experience; however, we decided many years ago to be the premium well and pump maintenance service business and focus 100% of our experience on being the industry leader for well and pump maintenance.

In addition to the minimum requirements of the RFP, GPC maintains the highest Safety Rating for our Industry is the ONLY well and pump service company to be selected by the Oil Refineries based on our Safety Program and Ratings.

GPC has more in-house "Maintenance Contracts" associated with well and pump services than all our competition combined for Southern California. All the Maintenance programs continue to be extended year after year because of our focused performance on efficiency of well and pumps and our in-house knowledge and experience that allows us to design specific rehabilitation or maintenance services based on a variety of conditions that may face specific issues within wells and pumps or controls. We can provide references to these facts if requested.

We have included forms and documents in this proposal that reflect our commitment to be the industry leader related to well and pumps maintenance and service.

Both of our facilities in California have in-house engineering and machining services and GPC manufactures our own pumps and equipment. Our registered Geologist has 11 years of experience profiling and evaluating wells. We are the ONLY pump service company that



disassembles all customer pumps and/or all new pumps and inspects 100% of them before they are re-assembled and installed in a system or well. Our Quality Control provides us the ability to correct issues before they are realized in the system.

Additional Information:

1. General Pump Company, Inc. address is as follows below.

159 North Acacia Street
San Dimas, CA 91773

2. Contact Person

Name: Mike Bodart – President / Director of Engineering
Address: 159 North Acacia St. San Dimas, CA 91773
Phone Number: 909-599-9606 Ext. 222
Email: mbodart@genpump.com

- 3 General Pump Company Inc has been in the water well and pump service business since 1937. GPC incorporated in 1952, our Federal Tax I.D 95-3551896. Our business focuses on the pump and well maintenance, trouble shooting and engineering pumps. No other Southern California well and pump service company has our manufacturing capabilities which allows us to have a faster response and better quality control.
- 4 Several of our Project Manager also have Engineering Degrees or Professional Geologist Licenses. The Project Engineer assigned to this project would be Mike Bodart who is included in this proposal.
5. Included copy of our Licenses. Engr A, C-57,D-21, and C-61
6. General Pump Company is registered with the DIR - Our DIR Registration Number is 1000002769.
7. GPC is following the State of California Cal/OSHA regulations and maintain our Illness Prevention Program
8. General Pump Company will have Besst, Inc as a Subconsultant. Contact info is as follows below.

Name: Noah Heller
Address: 50 Tiburon Street, Suite 7, San Rafael, CA 94901
Phone Number: 415-453-2501
Email: nheller@besst-inc.com



**This proposal and quotation for They City of Santa Fe Springs- Water Well 2 Assessment shall remain valid for a period of 90 calendar days from the date of submittal.

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you and we look forward to continuing working with The City of Santa Fe Springs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Bodart'.

Michael Bodart
President / Director of Engineering

GENERAL PUMP COMPANY, INC.

A handwritten signature in black ink, appearing to read 'Alexa Esparza'.

Attest: _____
Alexa Esparza, Contracts Admin



11710 E TELEGRAPH ROAD ♦ SANTA FE SPRINGS, CA 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-8112

DEPARTMENT OF PUBLIC WORKS

June 17, 2021

ADDENDUM NO. 1

WATER WELL No. 2 ASSESSMENT

NOTICE TO BIDDERS

The following represent changes that shall become a part of the contract documents for the above-identified Project. Contract documents not specifically mentioned in this Addendum shall remain in full force and effect:

CHANGES TO SPECIFICATIONS:

1. Revised Deadline for RFP Submittal
 - Tuesday, June 29, 2021 at 3:00 p.m.
2. The words "Consultant or Sub-Consultant" can be interchanged with "Consultant/Contractor or Sub-Consultant/Sub-Contractor", respectively.
3. Revised INSTRUCTIONS, Item 12, H. Bid Schedule, Page 7.
 - Consultant/Contractor must complete and include as part of the proposal, the attached Bid Schedule.
4. Add BID SCHEDULE for Base Bid, Items 1 to 4, Page, 16a.
5. Add BID SCHEDULE for Bid Alternate, Item 1, Page 16a.
 - Remove the existing pump and install a temporary pump.

Noe Negrete, Director of Public Works

ACKNOWLEDGEMENT

General Pump Company, Inc.

Company Name

By:

Signature

Date: 6/18/2021

**NOTE: The signed ORIGINAL Addendum No. 1 Sheet
Must be Attached to the Sealed Bid.**

JOHN M. MORA, MAYOR ♦ ANNETTE RODRIGUEZ, MAYOR PRO TEM

CITY COUNCIL

JAY SARNO ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA

CITY MANAGER

RAYMOND R. CRUZ

SECTION 2
Bid Schedule

BID SCHEDULE**WATER WELL No. 2 ASSESSMENT****IN THE CITY OF SANTA FE SPRINGS**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	EXTENDED AMOUNT
BASE BID				
1.	Verify Well Operability, Collect Preliminary Water Samples.	1	L.S.	\$ <u>27,440</u>
2.	Video Inspection of Well Casing and Screens.	1	L.S.	\$ <u>8,300</u>
3.	Dynamic Steady State Flow and Chemistry Profiling	1	L.S.	\$ <u>47,410</u>
4.	Prepare a Profiling Report.	1	L.S.	\$ <u>16,690</u>
TOTAL AMOUNT BASE BID IN FIGURES:				\$ <u><u>99,840.00</u></u>

BID ALTERNATE

1.	Remove the existing pump and install a temporary pump.	1	L.S.	\$ <u>39,460</u>
TOTAL AMOUNT BID ALTERNATE IN FIGURES:				\$ <u><u>139,300.00</u></u>

SECTION 3
Qualifications of the Firm



QUALIFICATIONS, EXPERIENCE, AND UNDERSTANDING OF THE PROJECT

CAPABILITIES

General Pump Company, Inc. is a Professional Well Redevelopment and Pump Equipment contractor located in San Dimas and Camarillo, California. The Engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. has worked in almost every aspect of the well and pump industries. This diverse experience provided us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and Hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufactures.

General Pump Company, Inc. employs only experienced Engineers, Hydrogeologist and Technical Field Personnel that can offer Customers assistance in the following areas:

- Assess Well Yields to Minimize Operating and Maintenance Costs
- Determine the Efficiency of Production and ASR Wells and Pumps
- Engineered Pump and Well Equipment
- Pump Facility Design and Construction / Booster Facility Design and Construction
- Pipeline Design and Construction
- Appropriate Mechanical and Chemical Redevelopment
- Periodic Monitor and Maintenance Programs
- Water Quality and Production Solutions / Well System Optimization
- Engineered Pump Suctions
- Pump and Motor Repair / Custom Pump Design and Machining
- Electrical, SCADA and Transducer Support
- Casing Repair and Swedging
- Video and Geophysical Logging Support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the Water Industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed Engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the **Only Telescoping Well Rigs with Spudders** in the industry which are required for effective redevelopment of wells in pump houses.



SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work related injuries.

ANNUAL CONTRACTS

Award of an Annual Contract is a great honor and to have an Annual Contract renewed year after year is the greatest complement to a service company. It proves that the contractor has met or exceeded the customers' set goals and expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more Annual Contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump Service Company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 69 years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage Horizontal Pumps and 30-inch diameter for Vertical Turbine Pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our Engineering Service Centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".



MACHINE SHOP CAPABILITIES *(Continued)*

Precision Alignment - We've invested in the latest Precision Alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured:

Pumps & Motors, Precision
Straightening, Electrical Motors

Sleeves Made:

Bronze, Mild Steel, Stainless
Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed
Eyes & Flanges

Mechanical Seals

Re-Machine Seat, High
Pressure, High
High Temperature

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,
Shaft Repaired Upgrades

EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your Water Utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customer's needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has the only telescoping pump rigs in Southern California.



General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow General Pump Company, Inc. to perform the most cost-effective cleaning to your wells.

-oOo-

SECTION 4
Proposed Staff



KEY PERSONNEL

KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background University of Missouri - Bachelor of Science in Civil Engineering
Post Graduate C.E. Courses in Geohydrology, University of Southern California

Certifications 1999-Byron Jackson Training Certificate
1998-Grade 1 & 2 Distribution and Treatment Certificates
1998-Engineering "A" License
1995-Dale Carnegie Course
1995-Mackay Pump Rehabilitation Certificate
1992-Golden State Pump Technical Training Certificate
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.
1986-Layne & Bowler Pump School Certification
1986-Baroid 1-week Drilling Fluid Technology Course Certification
1985-National Water Works Correspondence Course Certification

Professional Present Experience General Pump Company, Inc. - President / Director of Engineering - 1993-
Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - Civil Engineer

Professional Presentations Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

THOMAS A. NANCHY, SR. PROJECT MANAGER / PROJECT ENGINEER

2004-Byron Jackson Training Certificate
1989-Dale Carnegie Course
1992-Golden State Pump Technical Training Certificate
1986-Layne & Bowler Pump School Certification
1994-Baroid 1-week Drilling Fluid Technology Course Certification
1998-National Water Works Correspondence Course Certification
1994-Goulds Pump Course
2020-BNSF Safety Course

Professional Experience Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over Forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump



issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).

WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

**Professional
Experience**

Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

**Professional
Experience**

Over 40 years' experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

Certifications Grade 2 - Distribution Certificate
 Grade 2 - Water Treatment Operator

JAMES M. HINSON, SR. APPLICATION ENGINEER

**Professional
Experience**

Over 40 years' experience of pump engineering. Conducts systems analyses, defines new and/or replacement hydraulic requirements, designs to procurement of materials.

LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

**Professional
Experience**

Professional groundwater work for the past 14 years encompassing field monitoring and technical report writing for siting, geologic log analysis, design, construction, pump testing, water quality sampling, and rehabilitation of municipal-supply and irrigation-supply water wells. Combining geological and industry knowledge toward well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern



California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

Academic

Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

MARK HAAS, PROJECT MANAGER

Professional

Background Professional background includes 18 years' experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.

MICHAEL R. GARCIA, PROJECT ENGINEER

Professional

Background Work alongside Project Manager to ensure progression and completion of pump projects. Review project specifications and prepare documents for engineered projects including as-built drawings and field crew instructions. Assist in project coordination and communication between field crews, vendors, and customers.

Academic

Background Loyola Marymount University, Los Angeles-Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

DANIEL J. PICHARDO, PROJECT ENGINEER

Professional

Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

Academic

Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional

Background Professional background includes 23 years' experience within the well and pump industry. His experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.



TEAM ORGANIZATION

Step 1: Calls for service are taken by one of our engineers. This step is important and based on the issue may require further field inspections, testing, evaluation of data (City and GPC), and a meeting with one of our experienced engineers.

Based on our evaluation, we will submit options for the City to consider. Each option requires a discussion of ***Risk, Benefit, and Cost***. As more information and test data becomes available, the course of action may change. Each change requires GPC's engineers to reevaluate and discuss options.

President/Director of Engineering (35 plus years' experience): General oversight of all GPC projects and project management team, and engineering.

Project Managers / Engineers (30-40 years' experience) (Outside): Meet with customers, prepare solutions and options, and evaluate system problems along with pump and well problems.

Project Managers / Engineers (10-25 years of experience) (Inside): Answer customer's technical questions, perform engineering, support outside project managers / engineers, and work closely with our field foremen, job plans and schedules.

Operation Manager (40 years of experience): General oversight of field and shop operations; includes quality control, technical assistance, and equipment allocations for projects.

Senior Pump Engineer (40 years of experience): Performs detailed engineering evaluations, pump inspections, and submits recommendations to project managers / engineers.

Professional Geologist (14 years of experience): Reviews well rehabilitation processes, down hole testing, and submits recommendations.

Field Technicians, Foremen, Electricians, Certified Welders, Certified Crane Operators, and 40-hour HAZMAT certified (10-30 years experience): Play an important role in the job planning, inspections, quality control, and solutions to the issues being discussed.

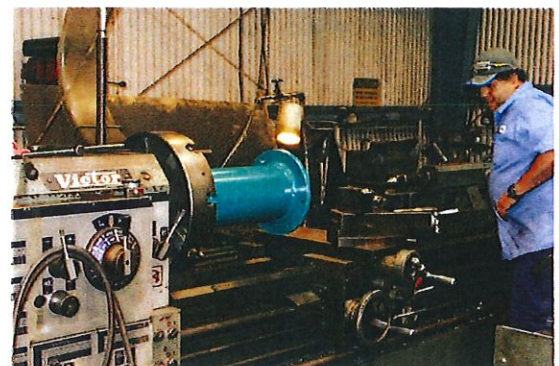
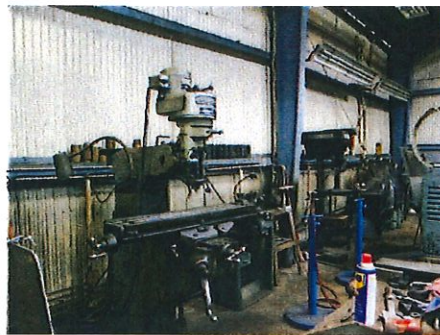
General Pump Company acquires only professional and experienced personnel to service our customers.



Drill & Press



Vertical Turret Lathe Machine



General Pump manufactures most of our parts, which reduces cost, saves time, and improves quality. A 60-year collection of spare parts. If one pump is obsolete, there is a good chance we can find what we need or make it. Customer's equipment is temporarily stored for your inspection.

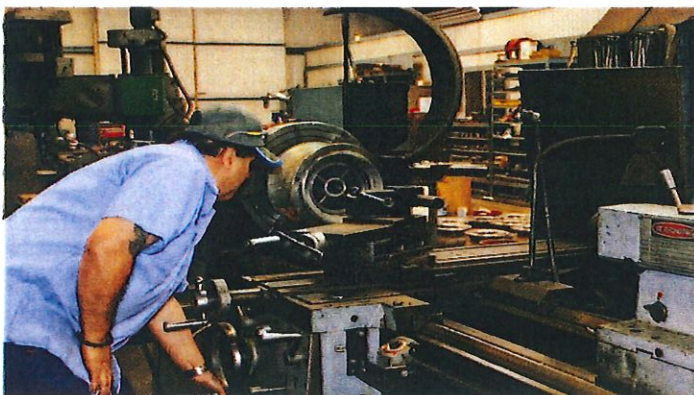




We repair your shafts with special pneumatic tools.



A staff of five maintains our rigs and equipment to make sure our equipment is safe and reliable.



AirBurst® Equipment - A "Patented Process"



GPC is the only Southern California Pump Service Company to own and operate a CNC machine. Why? Higher quality parts, faster, and at a lower cost.

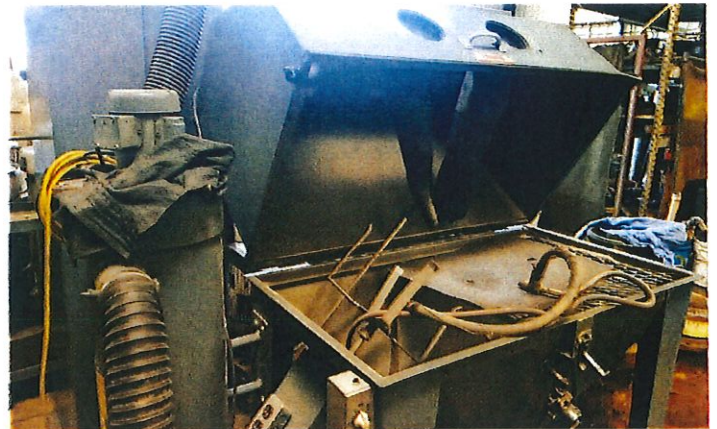


Welding & Fabrication Shop

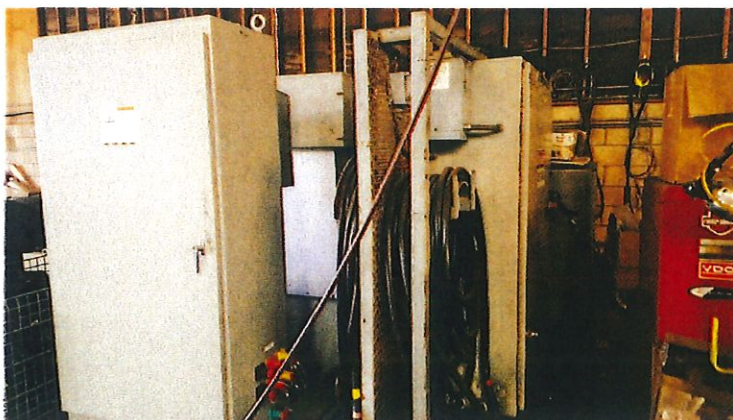
Our "primary" pipe fitter/welder is a certified welder with over 30 years' experience.



Steam Cleaning



Sandblaster



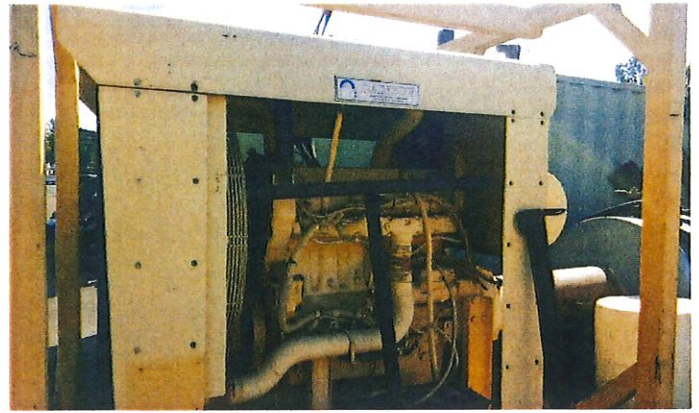
Electrical



30 -Ton Truck



375 Compressor



500HP Diesel Engine



40-Ton Crane

Utility Truck



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **496765** Entity **CORP**
Business Name **GENERAL PUMP COMPANY INC**

Classification **C57 C61/D21 A**

Expiration Date **08/31/2022**

www.cslb.ca.gov





APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Renewal

Period: July 1, 2019 – June 30, 2022

Contractor Information

Contractor Name: GENERAL PUMP COMPANY, INC.

Trade Name:

License Type Number: 1000002769

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 159 N. ACACIA ST.

Physical Business City/ Province: SAN DIMAS

Physical Business State: CA

Physical Business Postal Code: 91773

Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: gcampbell@genpump.com

Applicant's Email: asantacruz@genpump.com

SECTION 5
Consultants and/or Sub-Consultants



SUBCONTRACTORS

The following company will be utilized as a subcontractor. Please see attached documentation for further information about the business and description of services that will be provided for this work approach.

Subcontractors Name: Besst, Inc.

Address: 50 Tiburon Street, Suite 7, San Rafael, CA 94901

Contact Name: Noah Heller, CEO-President

Work to be Performed: Video Inspection, Dynamic Steady & Chemistry Profiling

Besst, Inc.

A - Letter of Offer

Best Environmental Subsurface Sampling Technologies, (dba BESST, Inc.) will serve as the subcontractor to General Pump, performing various tasks, including static and dynamic video inspections, dynamic flow and chemistry profiling and preparation of a hydrogeological report including conclusions and recommendations and well modification modeling.

BESST is located at 50 Tiburon Street, Suite 7, San Rafael, CA 94901. The primary contact from the BESST portion of the team is Kimberly Miles, Project Manager and Senior Hydrogeologist. Her contact information is:

Ms. Kimberly Miles

Project Manager, Senior Hydrogeologist

BESST, Inc

Mobile: 907.723.0686

Email: kmiles@besst-inc.com

The Federal Tax ID number for BESST is 68-0436852.

The proposal (submitted to General Pump as a part of their team) shall remain valid for 90 days past the submittal date. BESST acknowledges that as a subcontractor it is bound to all the addenda to the City of Santa Fe Springs RFP as well as its terms and conditions.

B - Qualifications of Firm

Best Environmental Subsurface Sampling Technologies (BESST, Inc.) was founded in 1999 and is presently located in San Rafael, CA. Mr. Noah Heller is a California Professional Geologist (5792) who is the founder and currently CEO and President. From the beginning the Company has been focused on research and development and commercializing groundwater investigation and long-term groundwater monitoring products for deep borehole applications to the present time - with a core goal focused on advancing subsurface sampling science to acquire highly accurate data quality to sort out complex contaminant distribution problems in groundwater aquifers. But over the past 21 years, the Company has evolved and greatly diversified into other areas, including performing dynamic flow and chemistry surveys in wells and boreholes, video surveys, well reconstruction and modification, data analysis and interpretation to support site conceptual models, writing of work plans to support California Prop 1 studies, well-to-well tracer studies, treatment avoidance and optimization through well modification, cross sectional analyses, development of customized sampling systems for groundwater production wells, well-field operational strategies, tracer pipeline studies and using tracers for power plant investigations. Moreover, the President of the Company, a California Professional Geologist with 35+ years of experience, has managed large drilling projects involving a myriad of drilling technologies, using the Unified Soil Classification System, lag time calculation for mud rotary, overseen downhole geophysical surveys and has designed and overseen the construction of various groundwater extraction wells and hundreds of monitoring wells including their development and outfitting of various pumping equipment.

BESST has been used on a variety of California Prop 1 projects throughout California and has been integral to their success. These projects include sections of well fields in Modesto, Dinuba, Rancho Cordova and Upland and upcoming projects in San Luis Obispo and other areas.

To date, over 1,000 groundwater production wells in California and other states have been investigated since early 2005, with key areas of use being in public supply, borehole testing, agriculture, mining, and other industries. Areas outside California where BESST is very active include Texas, Nevada, Arizona, Idaho and New Jersey. The miniaturized nature of the novel profiling technologies, the ability to accurately profile wells and boreholes quickly and with detailed granularity has resulted in amassing one of the largest zonal flow and geochemistry databases for groundwater supply wells in California. This large volume of naturally occurring and anthropogenic geochemistry data has begun to provide insights into subsurface contaminant distribution patterns that BESST has used as a value-added component of its consulting practice. For naturally occurring contaminants, the Company has investigated hundreds of wells for arsenic, iron and manganese, total dissolved solids and radionuclides. As many wells have been investigated for anthropogenic contaminants such as chlorinated hydrocarbons, 1,2,3 TCP, nitrate, perchlorate and other compounds. Other more specialized surveys include dissolved gases, radioisotopes and noble gases.

From these data, BESST generates detailed, hydrogeologic reports, performs statistical analyses of the data for well modification modeling, well siting, generates well field cross section analyses and interpretations, provides recommendations on how to modify wells for either treatment avoidance or treatment optimization using packers, liners, engineered suction and other methods and provides recommendations on locations for new wells. Many projects then move to the next step developing well modification plans, overseeing well modification projects and then writing completion reports that become a legal record for the well.

BESST is equipped with four tracer flowmeter profiling systems, three for performing dynamic steady state surveys and one for conducting downhole ambient surveys. The Company supports each field project with a two-person team consisting of full-time staff hydrogeologists and supports a full-time staff of 11 professionals including those with advanced degrees in geology and hydrogeology.

**FIRM**

BESST, Inc.

EXPERIENCE

35 years (21 at BESST)

EDUCATION

BA Geology, Rutgers University

MS Geology, Mississippi State University

California PG 5792

Publications and US Patents (see below)

MR. NOAH HELLER:**BACKGROUND**

Mr. Heller is a geologist with 35 years of professional experience and is President of Best Environmental Subsurface Technologies, Inc. (dba BESST) founded August 1999. Mr. Heller holds a BA from Rutgers University and MS degree from Mississippi State University, both in geology and is a registered California professional geologist. Graduate studies and thesis focused on sedimentology and petroleum exploration methods using geophysical tools, including formal course work in electric log and cross section analysis and well field development.

MINERALOGY AND MINERAL EXPLORATION:

Mr. Heller's industry experience began in 1984, working as a mineralogist for Amoco Minerals. He was responsible for performing detailed mineralogical analyses of ore bodies using x-ray mineralogy and x-ray fluorescence as well as scanning electron microscopy and thin section analysis using polarizing light microscopy. He also developed software, automating the mineralogical analysis using iterative simultaneous equations. From 1987 through 1990, Mr. Heller worked on large scale gold exploration and mine development projects, geologic surface mapping and performing complex cross section analyses. Other activities included performing magnetic surveys, core logging, underground mine mapping and thin section analyses.

ENVIRONMENTAL:

In the early 1990's Mr. Heller began working for Jacobs Engineering and was assigned as a technical manager to organize and oversee largescale environmental investigative drilling projects at McLellan and Castle Air Force Bases. The collective industrial experience included managing up to ten drilling operations at one time, electric log analysis, installation oversight of groundwater extraction wells, hundreds of monitoring wells and many thousands of depth discrete soil gas and groundwater samples. Mr. Heller gained a strong working knowledge of various drilling and sampling methods which led to various ideas on how to improve upon downhole diagnostic methods; focused in the area of water chemistry. Mr. Heller has extensive experience with mud rotary, air rotary casing hamper, dual wall percussion, sonic, hollow stem auger, dual tube rotary and direct push methods.

BESST, INC.: 1999-PRESENT

The early years of BESST were focused on product development of various subsurface sampling technologies to improve water chemistry sampling which led to the development of the SimulProbe, ZIST and

HydroBooster technologies. In 2002, BESST was awarded a research and development contract by the US Geological

Survey to design and create a miniaturized, deep-well pumping system; subsequently called the HydroBooster. Following a successful endeavor, BESST was awarded an exclusive license by the USGS to their patented well profiling technology. Since early 2005, BESST has profiled over 1,000 dynamic and ambient surveys of water supply wells, including potable drinking water wells, test wells and agricultural wells. Profiling projects have focused on metals, radionuclides, general minerals, dissolved gases, nitrate, oxygen and hydrogen isotopes, bacteria, turbidity, RO foulants (i.e., Silt Density Index), and a wide range of anthropogenic compounds including nitrate, VOCs, perchlorate and others. BESST has made significant advances to the USGS technologies and has been awarded two improvement patents for Selective Extraction of Fluid in Wells and Boreholes as well as another two improvement patents describing "Sideways Injection" of tracers to accurately calculate zonal inflow of fluids in pumping and non-pumping wells and combined zonal flow and water sampling technology into a singularly conjoined downhole profiling system (called UNIPASS). Other related advances include software development and development of downhole lasers for measuring ambient groundwater flow in groundwater production and monitoring wells using laser induced fluorescence.

Over the past 15 years, Mr. Heller and the BESST team have gained much experience in well modification, hydraulically manipulating wells to achieve specific water chemistry goals, including treatment avoidance and minimization as well as treatment optimization. Based on its proprietary technologies and experience, BESST has been utilized on numerous California Prop 1 projects.

Publications

C. M. Manuck, N. Heller, M. C. Battany, A. Perry, A. J. McElrone, 2012. Evaluating the potential of well profiling technology to limit irrigation water salinity in California vineyards, American Society of Agricultural and Biological Engineers ISSN 0883-8542, Applied Engineering in Agriculture, Vol. 28(5): 657-664.

M. J. Singleton, R. M. Gailey, J. E. Moran, M. C. Sutton, N. Heller, B. K. Esser, J. R. Phillip. 2011. Identifying the Sources of Nitrate to a Deep Municipal Water Supply Well Using Stable Isotopes of Nitrate, Groundwater Age Dating, and Depth-Specific Sampling. GRA: Environmental Forensics in an Era of Emerging Diagnostic Methods Irvine, CA, United States April 12, 2011, through April 12, 2011. LLNL-CONF-469192.

N. Heller, 1984. Geology of the Henson Springs Quadrangle, 1984. Master's Thesis, Mississippi State University

N. Heller - US Patents

10,801,928: Fluid sample collection system for pumped fluid source

10,738,603: Water sampling assembly and method for groundwater production wells and boreholes

10,677,626: Flowmeter profiling system for use in groundwater production wells and boreholes

9,284,722: Selective extraction of fluids from subsurface wells

8,151,879: Zone isolation assembly and method for isolating a fluid zone in an existing subsurface well

7,918,282: Zone and isolation assembly and method for isolating a plurality of fluid zones in a subsurface well

7,655,534: Zone and isolation assembly for isolating and testing fluid samples from a subsurface well

7,631,696: Zone isolation assembly array for isolating a plurality of fluids zones in a subsurface well

7,556,097: Docking receiver of a zone isolation assembly for a subsurface well

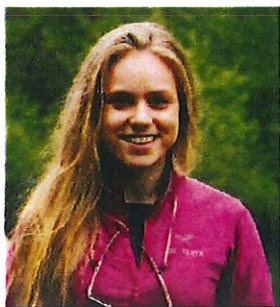
7,493,954: Systems and methods for installation, design and operation of groundwater monitoring systems in boreholes

6,035,950: Method and apparatus for fluid and soil sampling

6,000,481: Method and apparatus for environmental sampling

5,979,569: Method and apparatus for environmental sampling

5,884,714: Method and apparatus for fluid and soil sampling

**FIRM**

BESST, Inc.

EXPERIENCE

8 years

EDUCATION

BS Geology, Idaho State
University

BS Hydrogeology: Idaho State
University

Minor Mathematics: Idaho State
University

MS: Hydrogeology (June 2021):
UC Davis

MS. KIMBERLY MILES:

While at BESST, Inc., Ms. Miles fulfills the role of project manager and/or field lead on a diverse array of hydrologic and hydrogeologic projects including:

- City of Modesto Prop 1 Study of Well Field.
Performed mass balance and statistical analyses to support modeling efforts.
- City of Dinuba Prop 1 Study: Performed as above.
- Cucamonga Valley Water District Prop 1 Study:
Performed detailed cross section analyses utilizing electric logs, lith-logs and zonal flow and chemistry data to develop a model of nitrate distribution.
- Experience with drilling operations
- Camera surveys

Ms. Miles performs field work and quantitative analyses on a routine basis for BESST. She has been involved with hundreds of well profiling and other types of subsurface groundwater investigations. Other contributions include development of proprietary software, performing QAQC review of data analyses and technical report writing.

Ms. Miles has developed an extensive ArcGIS relational database for BESST to organize and reference its large array of subsurface geochemistry data derived from BESST profiles in California and other States. BESST has used this database to predict groundwater quality in different areas of California, advising clients on the water quality attributes of their aquifers.



MR. STEFAN MCLIN:

While at BESST, Inc., Mr. McLin fulfills the role as project hydrogeologist, taking part in a multitude of diverse projects including:

- City of Dinuba Prop 1 Study of Well Field. Performed mass balance and statistical analyses to support modeling efforts.
- Fontana Water Company cross section analysis: Performed detailed cross section analyses utilizing electric logs, lith-logs and zonal flow and chemistry data to develop a model of nitrate distribution.
- Experience in well modification projects and component removal/installation oversight.
- Camera surveys
- Research and development efforts

FIRM

BESST, Inc.

EXPERIENCE

2 years

EDUCATION

BS Ecohydrology, University of Nevada, Reno

BS Environmental Science (Specialized in Soil Biogeochemistry), University of Nevada, Reno

Recipient of Outstanding Senior Award for 2020 at the University of Nevada, Reno

Mr. McLin is proficient in hydrogeological field work, report writing, data analysis and interpretation. Areas of expertise include well modification projects and cross section analysis. Mr. McLin has also been involved in several California Prop 1 projects. Additionally, he has experience in use and application of pilot water treatment systems and percolation basins.

As a project hydrogeologist at BESST, Mr. McLin has worked on multiple water supply well profiles across the state of California, Arizona, and Texas. Mr. McLin is proficient in the use of transducers, fluorometers, water level meters, down-hole cameras, access surveys, dynamic downhole flow and sampling equipment, Tracer Pulse Ambient Fluorometer (T-PAF), and in-office software including Strater 5.



MS. DENIZ TURIN:

Ms. Turin plays a vital role in report management. Her extensive education background and industry experience provides a critical analysis and review of data from a myriad of projects. Her daily responsibilities include report writing, data analysis and interpretation and QAQC.

Ms. Turin has extensive experience preparing and reviewing California Prop 1 reports, including involvement with preparing work plans.

FIRM

BESST, Inc.

EXPERIENCE

8 years

EDUCATION

BS Geological Engineering,
Middle East Technical University

MS Hydrogeology, Middle East
Technical University

PhD Hydrology/Hydrogeology,
Rutgers University

Post Doctorate Geological
Sciences, University of North
Carolina

PUBLICATIONS


1. **Kustu, M.D.**, Fan, Y., Rodell, M., 2011. Possible link between irrigation in the US High Plains and increased summer streamflow in the Midwest. *Water Resour. Res.*, 47, W03522, doi:10.1029/2010WR010046.
2. **Kustu, M.D.**, Fan, Y., Robock, A., 2010. Large-scale water cycle perturbation due to irrigation pumping in the US High Plains: A synthesis of observed streamflow changes. *J. Hydrol.*, 390 (3-4), 222-244, doi:10.1016/j.jhydrol.2010.06.045.
3. DeAngelis, A., Dominguez, F., Fan, Y., Robock, A., **Kustu, M.D.**, Robinson, D., 2010. Evidence of enhanced precipitation due to irrigation over the Great Plains of the United States, *J. Geophys. Res.*, 115, D15115, doi:10.1029/2010JD013892.

C - BESST Proposed Staffing

Noah Heller, MS PG (CA Lic. # 5792), Project Executive,
Senior Hydrogeologist, M: 415.302.7354 / email:
nheller@besst-inc.com



Kimberly Miles, Project Manager, Senior Hydrogeologist
M: 907.723.0686 / email: kmiles@besst-inc.com
Stefan McLin: Lead Field Scientist, Project Hydrogeologist
M: 702.743.6339 / email: smclin@besst-inc.com



Deniz Turan, PhD, Hydrology, Hydrogeology, Report
Review Manager (QAQC)
M: 646.704.4527 / email: dturan@besst-inc.com

D. Consultants and/or Sub-Consultants

Best Environmental Subsurface Sampling Technologies, (dba BESST, Inc.) will serve as the subcontractor to General Pump, performing various tasks, including static and dynamic video inspections, dynamic flow and chemistry profiling and preparation of a hydrogeological report including conclusions and recommendations and well modification modeling.

E - Work Approach

Task 1: Verify Well Operability, Collect Preliminary Water Samples

General Pump Company, Inc. will provide services for this Scope of work. Please see attached "Work Approach".

Task 2: Video Inspection of Well Casing and Screens – Static and Dynamic Camera Surveys

BESST will perform both a static and dynamic down hole video survey using a miniaturized video camera. The mini cam will potentially be deployed into the well through an access pipe installed by General Pump. Before the mini cam enters the well, BESST will deploy one of its dummy tools through the access pipe to ensure that there is a clear path past the pump bowls and intake. Upon proof of successful entry with the dummy tool, the mini cam survey will then be performed.

The mini camera measures 10-inches long and $\frac{3}{4}$ " OD and is commonly small enough to enter the well without pump removal or through a small diameter access pipe such as a 1-inch or 1.25-inch ID pipe using the existing pump or a test pump. The static survey is performed when the pump is turned off and is used to confirm construction features and the condition of the

well. Construction features include well depth, screen depths, depth of the pump intake and length of the pump bowls and the overall condition of these items.

The dynamic video survey is performed with the same camera system as the static survey but has a specific purpose of determining if there are sand invasion or air entrainment issues when the pump is in operation. The dynamic survey can also be used to determine if there is cascading groundwater entering the well above the pump.

In accordance with BESST Inc. Standard Operating Procedures (SOP) all down hole camera equipment including the camera cable will be decontaminated and disinfected prior to deployment into a production well to prevent bacteriological cross-contamination as well as to inhibit introduction of other constituents of concern. The disinfection solution will consist of a 12.5% sodium hypochlorite solution and will be disinfection within a small decon basin before entering the well (Figure 1 below).

Goals/Objectives

At a minimum, the following items for each well during the static and dynamic video surveys study will be observed and documented through video and subsequent report, the specific visual targets of the video survey listed below:

- Well depth
- Screened interval and screen type
- Pump depth
- Pump intake depth
- Well integrity
- Material type
- Casing condition
- Color and clarity of water
- Absence or presence of scaling, sediment, and microbial biofilms
- Cascading water and air bubbles derived from this process
- Air invasion through the well screen
- Sand Invasion
- Groundwater inflow

The final video report will be a part of the overall profiling report and include field notes, a written interpretation of the static and dynamic well data and include a tabular summary with type still photo images of observations by depth.

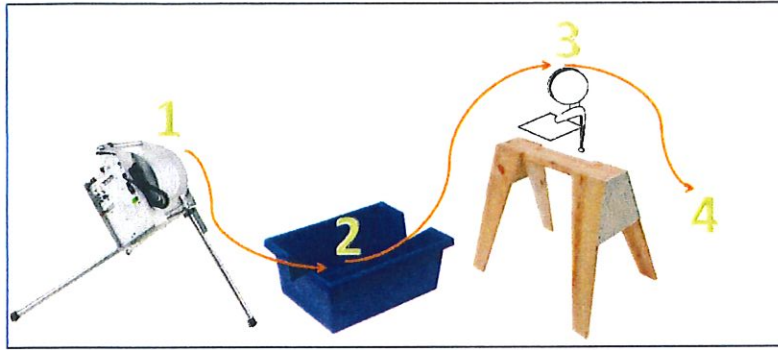


Figure 1: Miniaturized Camera set up – including active decontamination station rinse prior to down-hole deployment. Decontamination station contains 12.5% sodium hypochlorite.

Task 3: Dynamic Steady State Flow and Chemistry Profiling

Well Summary

The City of Santa Fe Springs Well 2 was constructed in 1964, using the reverse mud rotary drilling method. According to the well completion report, the well is constructed with a steel 18-inch-casing from ground surface to 336 feet below ground surface (Ft. BGS.). The well screen is 14-inches in diameter and is located from 336 Ft. BGS to 894 Ft. BGS or to 1,210 Ft. BGS. The transition between the two well diameters is indicated to be a bell reducer. It is uncertain as to why there is a large disparity in the bottom depth of the well, but a reasonable explanation might be that the well is filled in from 894 to 1,218 Ft. BGS. A pump report by Layne from 2002 states that the total depth of the well is 1,210 but does not specify how this information was determined. The depth of the pump intake is reported as being 245 Ft. BGS. The results from the static video survey will determine the actual depth of the well, the screen depths and the pump intake.

Project Preparation

Prior to on-site field work, the GP/BESST team will request historical information about the performance of the City of Santa Fe Well 2. Historical pumping records and chemistry data, if available, will be reviewed by the team to gain a historical perspective about the well's performance regarding production and chemistry. Moreover, the team will also request information about other wells that are near Well 2 that *may* have or currently effect, directly or indirectly, the zonal flow and chemistry of Well 2 over time. The team will want to review these records accordingly since a well modification solution to avoid treatment for Well 2 may be partly dependent on the results of these external conditions.

The team will then review the well completion report and the geophysics logs if available and use these data to formulate a tracer injection and sampling plan (ISP) to be prepared for City of Santa Fe Well 2. A construction diagram of the well, as shown in Figure 4 will be provided in the ISP and show all the planned tracer injection and groundwater sampling depths.

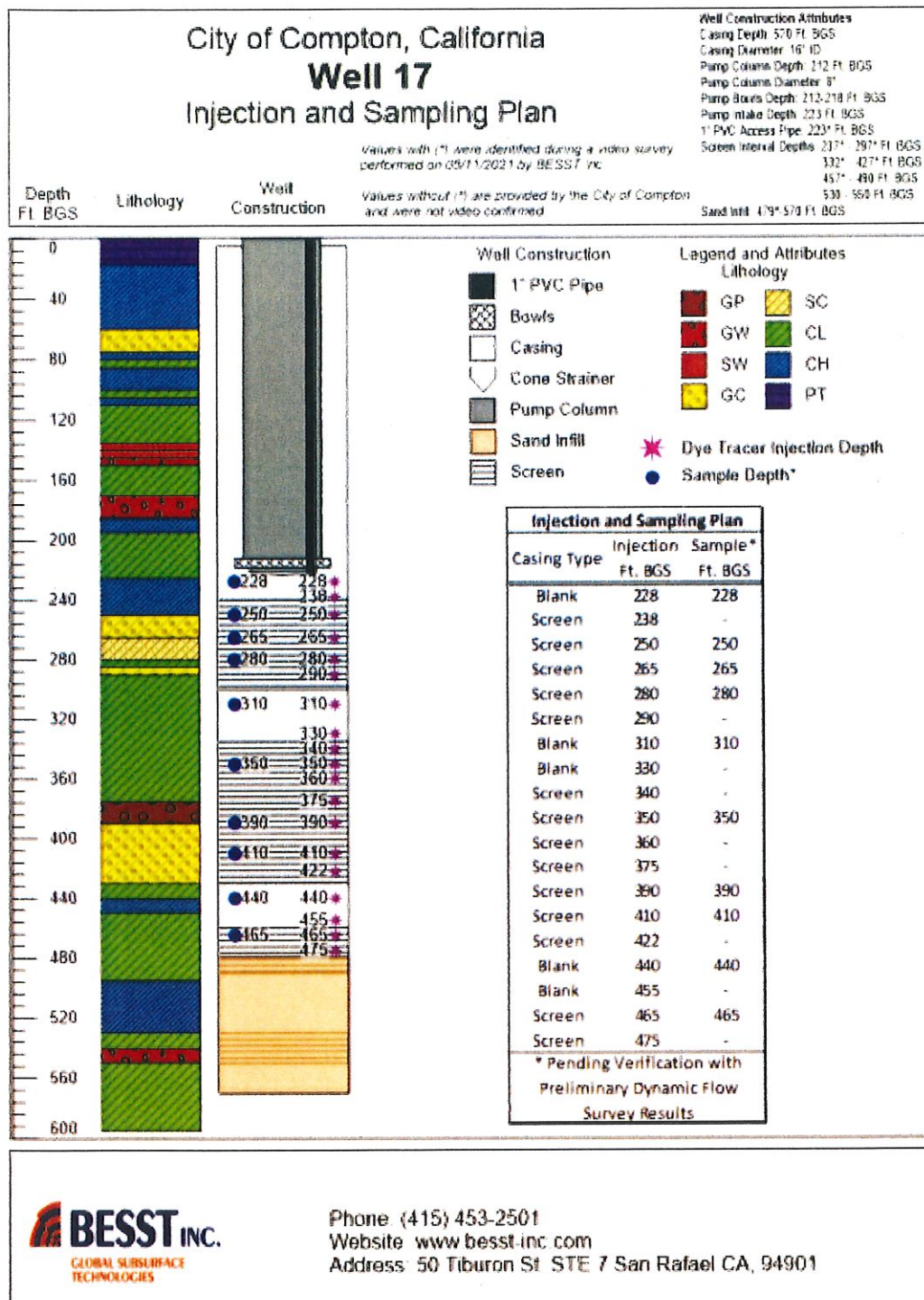


Figure 2: Example injection and sampling plan (ISP) developed prior to implementing the field work.

A minimum of 20 tracer injection depths for the flow and a minimum of 10 depth dependent groundwater samples down hole will be planned for the survey. This may increase if the static video survey shows that the well is actually 1,210 feet deep. Two well head samples will also be collected, one before and one after the groundwater sampling survey such that the whole water samples from the well head can be used in the mass balance calculations and inform the City as to the wellhead concentrations during the test. The ISP and any modifications to the ISP based on the static video survey will then be used to determine the number of sample bottle sets that are required for the groundwater sampling effort. If requested, a down hole duplicate sample can be collected as a standard QAQC protocol to ensure sampling and laboratory reproducibility.

Access Survey – BESST and General Pump Company, Inc.

An access survey of the site is typically performed as a separate project mobilization prior to the testing of the well. The access survey includes an assessment of the site's access for the profiling equipment as shown in Figure 1. The access survey around the well site is used to determine if there is a working flow meter located at the well and the distance of the flowmeter from the discharge head. AWWA standards specify that the flow meter should be located 7 to 10 pipe diameters from the discharge head to minimize the effects of turbulence on the flow meter readings. The team will also assess the site to determine if there is a standard sample tap with a 3/4" hose spigot and functional butterfly valve and if the site has available 110 AC power. The team will also plan out the positioning of the profiling system and staging area for the data collection during the test.

The site access assessment will then be followed by a preparing down-hole access path into the well by General Pump. The most cost-efficient approach is to install a small diameter access pipe into the well in tandem with a procedure called a lift and shift (Figure 5). BESST staff will be on hand during this procedure to test the access through the pipe using a series of dummy tools once the pipe is installed. Ideally, the bottom of the access pipe terminates 10 to 15 feet below the pump's intake affording sufficient distance from the suction force of the pump. The bottom of the access pipe will be fitted with a smoothed, rounded-off stainless steel coupling such that the camera cable, tracer tubing and the groundwater sample tubing avoids damage by rubbing against a sharp edge at the bottom of the pipe. If the access survey is successful, then the field work can commence following a separate mob to the site of the profiling equipment.

Prior to starting the dynamic profile, a static water level measurement should be made to establish a resting baseline for the well. Following this measurement, a pressure transducer should be installed inside the access pipe and the well turned on and flushed over a period of 48 hours. The flushing process serves two purposes, one being that the well has sat idle for an

extended period and will likely provide poor visibility due to floating debris without flushing it first. Secondly, measurement of the draw down by the transducer over this time will allow the

team to determine the length of time required for the well to stabilize to a steady state condition prior to performing the dynamic flow and chemistry survey. Once a steady state condition has been confirmed by an evaluation of the transducer data, the team can then work with the City to confirm the starting date for the dynamic survey. The static and dynamic video surveys as well as the dynamic flow and chemistry testing should be performed as soon as possible, ideally within one week after the well has been flushed out.

The well should be turned off following the 48-hour flushing period, while the transducer is still inside the access pipe. This will allow the team to determine how long it takes the well to recover to static water level.

Video Surveys

Upon arriving at the site one week later, the team will take a static water level reading and then perform the static video survey. Once completed, the well will be turned on and the dynamic video survey performed. The dynamic flow test will be performed next after the well has reached steady state and then followed by the last event which is the depth dependent groundwater sampling survey.

Dynamic Survey - Overview

The purpose of the dynamic survey is to profile the well under steady-state pumping conditions and to determine the zonal water quality and yield associated with each producing zone when the pump is on. Steady-state conditions are defined as a constant pumping rate with less than a 5% change during the test as well as a constant pumping water level with a variance of less than 5% during the test. The main constituents of concern to be addressed by the survey include arsenic, VOCs and PFOA, PFOS and PFAS. Other constituents are to be investigated as well and are identified later in this proposal.

The technology that is proposed for the project was originally developed by the US Geological Survey and is called the Combined Well-Bore Flow and Depth Dependent Sampler (Figure 2). The technology was licensed to BESST by the USGS and has been improved upon since then with four recently approved US patents (2015, 2018, 2020 and 2020). One of the key improvements to the technology is a feature consisting of both apparatus and method called "Sideways Injection" that is used to overcome flow calculation errors associated with decentralized dynamic spinner surveys (Figure 3). Carry-over mass balance errors from decentralized flow data can lead to large contaminant distribution errors (Smolen, 1997) that then lead to installation of well modification systems (packers, liners, etc.) in the wrong location as well as misrepresenting the vertical distribution of these contaminants.

The tracer to be used for the flow profiling survey is rhodamine red FWT 50 which is NSF 60 approved. This tracer is non-toxic and non-carcinogenic and is approved by the National Sanitation Foundation for use in public supply wells. An up-hole fluorometer is used to detect when the tracer has arrived at the ground surface and is required since it is non-visible to the

human eye. Typical concentrations of the tracer during the survey are in the low parts per billion to high parts per trillion.



Figure 3: BESST uses a patented sideways injection down hole during the flow survey, which greatly increases the accuracy of the velocity measurements and the flow and mass balance calculations.

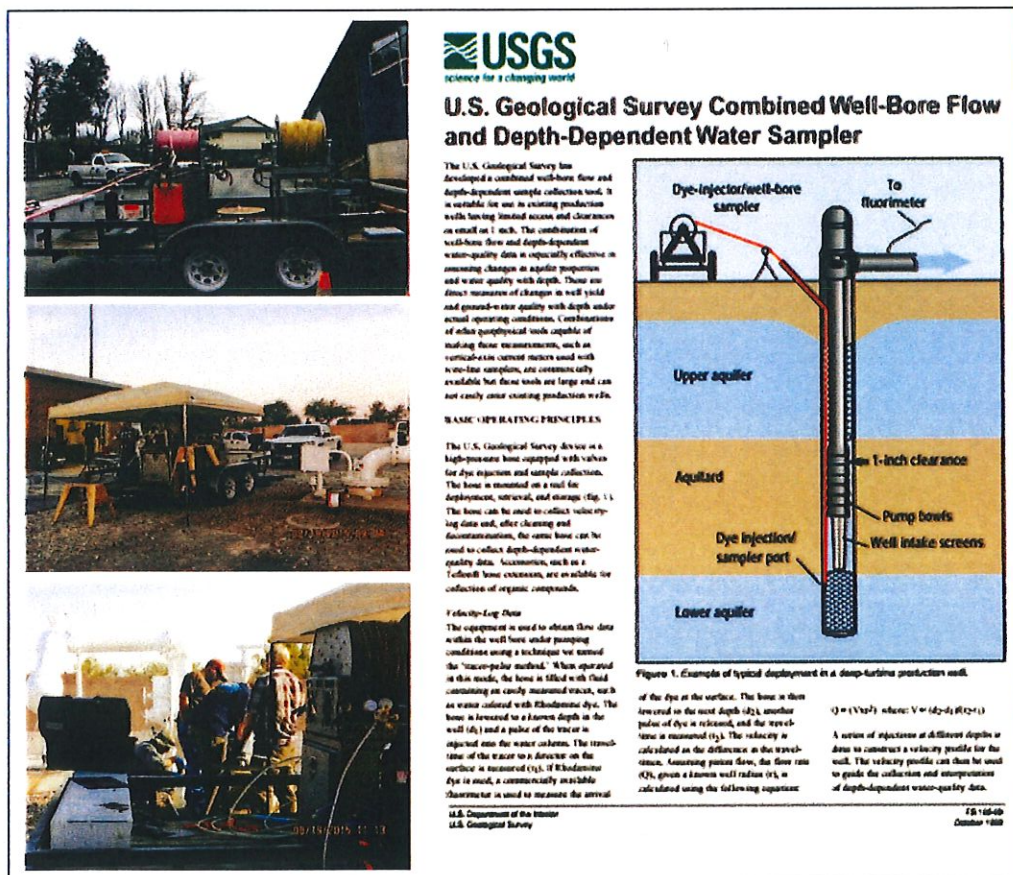


Figure 4: Well-Bore Flowmeter and Depth Dependent Sampler: Developed by the USGS and further advanced with additional patented technologies.

From the starting point of the flow and water chemistry surveys, the Team will be tracking the starting static water level first and then followed by monitoring the pumping water levels and flow rates during the test. A dedicated transducer will be installed in the well (if feasible), concurrently monitoring pumping water levels (PWL) while performing the dynamic survey. If a manual water level meter is used, then ideally, the team will gather pumping rate and water level data at a maximum of 15-minute-intervals or more frequently based on changing water level and pumping rate conditions.

If a rising or dropping water level is observed, and the change represents greater than a 5% difference from the original stabilized value for the PWL, the Project Manager will be contacted to determine if the survey should continue. At this point, it is possible that a real-time decision will be made to adjust the pumping rate so that the water level inside the well can return to a steady-state condition. If the new steady state pumping rate is significantly different than the original pumping rate, then it may be required to repeat some (or all) of the completed tracer injection depths thus far at the new pumping rate.

The Team will perform three injections at each depth location to ensure reproducibility of the tracer return times to the up hole fluorometer. Once the flow survey is complete, the data will be processed to generate the raw velocity profile. The data will then be converted into cumulative and zonal flow (zonal GPM and zonal percent of total GPM). A decision will then be made in coordination with the City representatives to determine if any changes are required for the groundwater sampling portion of the test (i.e., collecting more than 10 down hole samples).

Injection and Sampling Plans

A standard dynamic profile consists of up to 20 dye injection points and up to 10 down-hole, depth dependent groundwater samples. Both the well completion reports as well as the geophysical logs are used to develop the Injection and Sampling plan, using a geologic-based approach as opposed to a random down-hole grid-based approach (i.e., every 40-feet for example). The granularity of the profiling process is essential for reliably assessing the zonal flow and chemistry to ensure the highest possibility for a successful well modification if justified by the data. Too few down hole water samples may lead to misinterpretation of the chemical distribution, adversely affecting the results of the well modification effort.

If the static video survey informs the team that the depth of the well is 894 Ft. BGS as well as confirms the screen length to be 336 to 894 Ft. BGS, a length of 558 feet, then 10 samples evenly spread through the screen section would average one sample every 56 feet. If the well screen runs from 336 to 1,210 Ft. BGS, then the total length of the screen is 874 Ft. BGS. The collection of 10 depth dependent samples would average one sample every 87 feet.

Profiling projects that are performed with the intention of well modification need to weigh distribution granularity against total cost. If there are too few samples, then the well modification has a greater chance of failing. If there are too many samples, then there is a greater chance of well modification success, but at a great cost. Therefore, the right balance is

achieved by carefully comparing the results of the flow survey with the geologic log on the well completion report (and e-log data if available) to determine the most suitable number of samples. Extra, optional samples are only requested if the request is warranted by the data results.

Dynamic Flow Profile

The team has been seasoned by many well projects and has learned to be prepared for a variety of unanticipated circumstances in preparation for the dynamic flow and chemistry surveys. For example, the team will be stocked with back up equipment, which is a standard practice for every project, and includes an extra camera, water level meter, fluorometer, injection pump and motor, back-up injection-valves, extra spherical sausage weights, tubing and sampling pump components including O-rings, springs, and sampling valves.

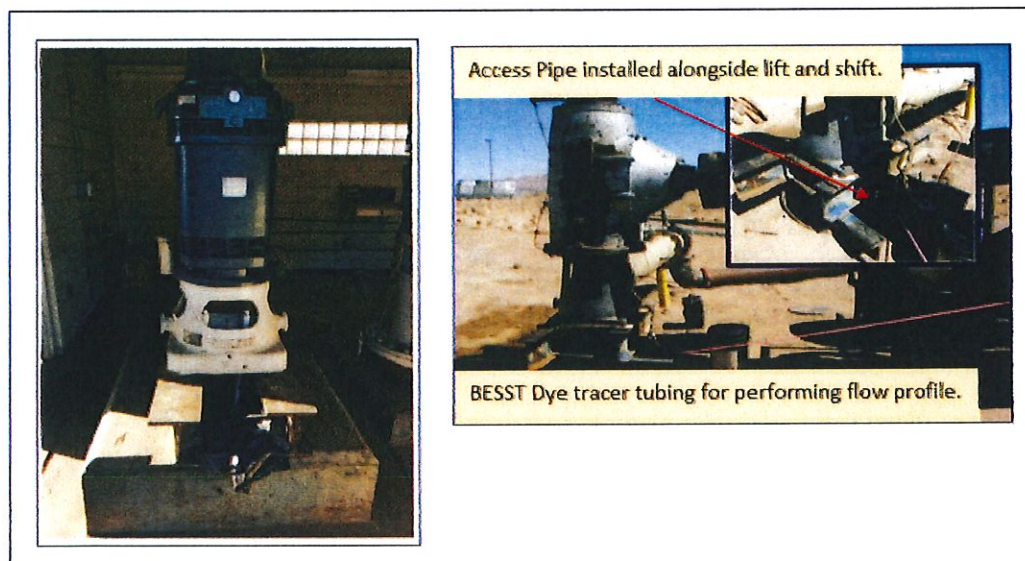


Figure 5: Example lift and shift in preparation for access pipe installation (left). Access pipe installed following lift and shift and dye tracer tubing installed through access pipe for the flow survey (right).

Before deploying down-hole, the dye injection line is fully loaded with rhodamine tracer prior to down hole testing and was continuously refilled through an electronically controlled hydraulic reloading system. The tracer is released on command by a surface-based timer control unit at each depth. The timer control unit was programmed to control the volume and duration of each injection. The tracer is NSF 60 approved by the National Sanitation Foundation for use in potable drinking water wells.

In preparation for down hole flow survey the team will perform several test injections of the tracer into a bucket to ensure that the injection system is working properly and that there are no air bubbles in the injection line. If air bubbles are observed, the team will then purge the system

until the air bubbles are no longer present. The tracer injection tubing will then be deployed into the well in accordance with the agreed pathway determined by the access survey.

Upon completing the field preparation of the system, the tubing will be deployed to the first injection depth below the pump through the access pipe. Each injection and sampling depth is recorded with a mechanical counter through which the tubing is fed as it is being lowered into the well. After reaching each injection depth, the injection button will be depressed, releasing approximately 100 ml of tracer into the well through an injection nozzle outfitted with multiple-sideways injection ports. The injection pressure spreads the tracer sideways, throughout the cross-sectional plane of the well at each injection depth. The time of release is recorded manually on a standardized log form and electronically by a laptop computer. Following each injection, the tracer is instantly pulled towards the pump intake and the time travel of each return to the fluorometer used to calculate in-well flow velocities. The inflow for each zonal interval is then calculated from sequentially paired velocity measurements.

The “Sideways Injection” (US patent 10,677,626) as referenced above, is essential to acquiring accurate velocity measurements. The process consists of releasing the tracer sideways and simultaneously through circumferentially spaced, multiple holes embedded in the tracer injection nozzle – where the entire cross-sectional flow area inside the well is covered at any given injection depth. Since tooling centralization for flowmeter surveys is required (Smolen, 1997, Maliva, 2016) and tooling cannot be easily centralized when the pump is inside the well, the “Sideways Injection” method compensates for standard decentralization of spinner tooling by instantly spreading throughout the cross-sectional plane of the pipe. A complete measurement of pipe flow at any depth is therefore achieved whereby velocity calculations within turbulent and laminar flow regimes include simultaneous measurement of the boundary, transitional and axial flow pipe flow.

Once the dynamic flow profile is completed, the team will prepare the down-hole groundwater sampling system called the HydroBooster.

Depth-Dependent Sampling

The Team will perform depth-dependent groundwater sampling using the BESST/USGS HydroBooster technology. The dynamic sampling will be done after the dynamic flow profiling. The purpose of the sampling is to identify the groundwater quality at various depths in the well during normal pumping conditions. Sampling depths will be within blank casing sections between screened intervals and within the screened intervals themselves. The GP/BESST Team will review the electric log prior to the commencement of field work to evaluate the geology in conjunction with lithologic information contained in the Driller’s report, and from this information an Injection and Sampling Plan will be constructed that will be included in the work plan. It is assumed that the City will provide sample bottles (for the team to fill and label) and will submit the samples to its contract laboratory for analyses. Costs for the laboratory analyses has not been

included in our proposal. We understand that the City will provide the laboratory data to our Team for water quality mass balance analysis and report preparation. Mass balance calculations will be performed for the following constituents:

- Arsenic
- Total and Dissolved Iron
- Total and Dissolved Manganese
- Total Dissolved Solids
- Total Hexavalent Chromium
- Perchlorate
- VOC's by US EPA Method 524.2 (including 1,4 dioxane)
- Radon
- PFAS, PFOA and PFOS

All sampling depths will be determined in consultation with the City.

Sampling Protocols

Because Well 2 will be sampled for VOCs as well as PFAS, PFOA and PFOS in addition to the other analytes of concern as listed in the section entitled Depth Dependent Sampling, the utmost care needs to be taken to minimize VOC loss as well as cross contamination from background concentrations of per fluorinated compounds. US EPA protocols groundwater samples must be collected carefully to avoid damaging sample integrity. For well head samples, VOCs should be collected using a top pour method in order to minimize the surface area available through which the PCE could volatilize out of solution.

For down-hole samples, BESST's miniature groundwater sampler (HydroBooster) should be operated in Ratchet Mode (Figure 6), to build a water column to the surface and collect groundwater samples that have not been in contact with the atmosphere. Nitrogen gas, which is inert, will be used to operate the HydroBooster sampler to reduce the contact between the sample water and air. Additionally, samples should be collected using top pour method as above.

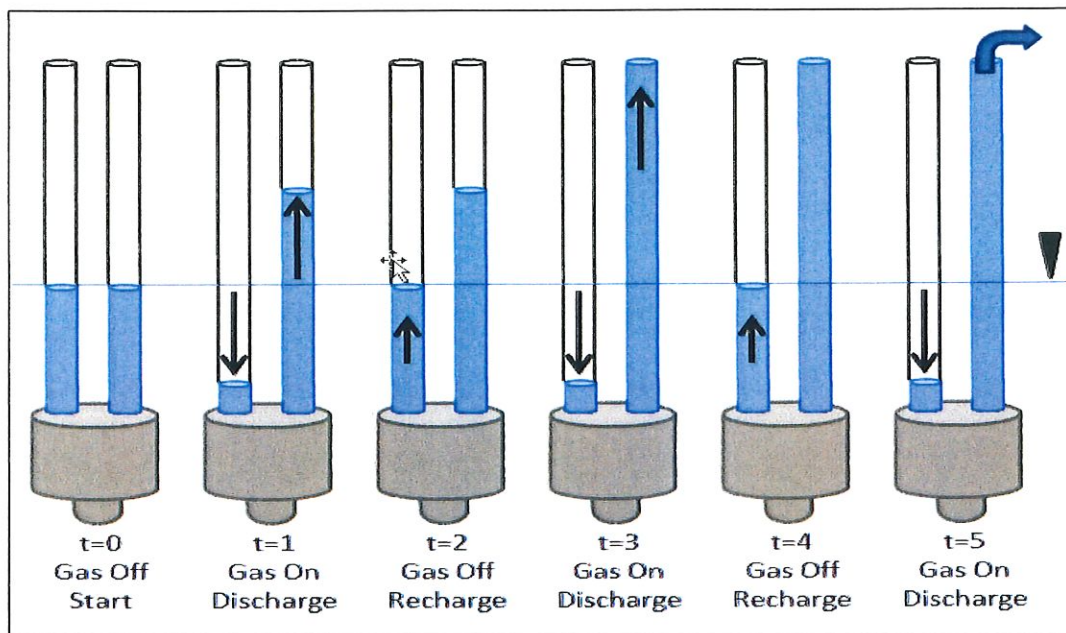


Figure 6: Diagram showing ratchet mode operation of BESST sampling pump.

In-field measurements of water quality parameters will be taken from each sample depth, along with the collected bottle sets. Water quality parameters will be measured using a Horiba U-50 Mutli-Parameter Meter. Measurements will include:

- Temperature
- pH
- Conductivity
- ORP
- DO
- Turbidity

Task 4: Profiling Reporting

The Team will submit a comprehensive report on the profiling results which will, at a minimum, include the following:

- A description of all the work,
- A graphic of the well with perforations,
- Lithology and pump setting,
- Static and pumping water levels,
- Discharge rate,
- Calculated specific capacity,
- Static and dynamic profiling results - corrected data for flow velocity (Ft/min), discharge (GPM and Ft^3/min), and percent of total flow in both tabular and graphical format,
- Water quality results,
- Mass balance results,

- Mass balance blending analysis scenarios (blocking-off different zones with predictive outcomes),
- Recommendations on whether sealing off certain perforation intervals (specified) will improve the overall water quality extracted and the associated impacts on well yield.

Calculations for Flow Contribution

Calculations are based upon the well information provided by the Weeks Drilling & Pump Co. and field survey results. Up to three measurements are collected at each discrete depth to determine an average cumulative flow.

Below is a list of definitions used in the dynamic flow and chemistry calculation tables:

Table 1: Definitions of variables used in the dynamic profile calculations.

A	Well cross-sectional area (Ft^2)
C	constant conversion factor (Ft^3/min) to GPM
C_{ave}	Average analyte chemistry for all depth intervals to the i^{th} degree,
C_c	Laboratory-measured cumulative concentration (mass/volume)
C_i	Zonal chemical concentration within interval i (mass/volume)
C_{tot}	Composite sample collected at the wellhead tap (mass/volume)
d	Injection/sample depth (Ft. BGS)
d^r	Dye tracer return (detection) depth (Ft. BGS)
d^T	Dye tracer pulse injection depth (Ft. BGS)
i	Investigated depth interval between two injection or sample depths (Ft. BGS)
m_i	Mass flux within interval i (mass/time)
n	Number of investigated depths for each depth-dependent sample and injection
ΔQ_i	Zonal flow contribution within interval i (GPM)
Q_i	Average cumulative borehole flow rate within interval i (GPM)
Q^c	Cumulative well discharge (GPM)
r_{cas}	Well casing inner radius (Ft.)
t	Time (minutes)
t_n^r	Dye tracer return (detection) time at injection number n (min)

t_n^T	Tracer pulse injection time at injection number n (min)
t_n^P	Peak travel time from injection depth d to the ground surface from injection number n (min)
v_i	Average borehole velocity within interval i (Ft. / minute)

Travel Time (Minutes)

1. $t_n^P = (t_1^r - t_1^T), (t_2^r - t_2^T), (t_3^r - t_3^T), \dots, (t_n^r - t_n^T)$ Velocity (Ft./min):
2. $v_i = \frac{(d_1 - d_2)}{(t_2^P - t_1^P)}, \frac{(d_2 - d_3)}{(t_3^P - t_2^P)}, \frac{(d_3 - d_4)}{(t_4^P - t_3^P)}, \dots, \frac{(d_n - d_{n+1})}{(t_{n+1}^P - t_n^P)}$

for depths below pump intake, d_n, d_{n+1}, \dots , are calculated down and away from the intake.

Well Cross-Sectional Area (Ft.²):

3. $A = \pi(r_{cas}^2 - r_{col}^2)$ for zonal areas above the pump intake,
4. $A = \pi r_{cas}^2$ for zonal areas below the pump intake.

Cumulative Flow (GPM):

5. $Q_i = v_i * A * C$

Zonal Flow Contribution (GPM):

6. $\Delta Q_{i,i+1} = Q_i - Q_{i+1}$

Flow and Mass Balance Results

As in previous well profiling projects, the Team will use the standard flow and chemistry mass balance equations. The continuity equation will be used as the basis for calculating cumulative and zonal flow and the mass balance equation used for calculating zonal chemistry from the cumulative flow and measured chemistry results. We will also use a reverse, mass-balance blending analysis to predict various outcomes when specific zones are blocked off from production and an estimate of the impacts to production yield. We will also assess the probability of make-up production from unblocked zones. In addition to the items specifically mentioned above, our well profiling report will include:

- Dynamic zonal flow graphs including a) an in-well fluid velocity graph, b) a cumulative flow graph c) a zonal flow graph in GPM per interval d) a zonal flow graph in percent of total flow for each interval and e) a flow density graph showing the GPM/foot of screen for each interval.
- A separate mass balance zonal chemistry graph for each specified analyte as plotted against zonal flow,
- Tables for zonal flow results and laboratory measured chemistry,

- Tables for mass balanced zonal chemistry for each analyte,
- A comparison of the actual wellhead chemistry to the theoretical wellhead chemistry based on the mass balanced results.

Recommendations

This section of the report will provide consideration of various pathways to solve water quality issues for the water provider. In some situations, only well modifications will be recommended. In other cases, the Team may recommend a combination of well modifications with reduced treatment as another alternative. There is also the possibility that the Team may recommend treatment only, and in special circumstances it may be beneficial to modify the well to block off interferences that may accelerate loading of treatment bed media. In each well modification scenario, several theoretical outcomes will be provided based on different strategies, including expected change to the discharge chemistry for each analyte of concern as well as anticipated losses in production. In some instances, it may be justified to consider potential makeup production where the data suggests that some zones may have been underutilized based on permeability, thickness of the zone and distance from the pump intake.

Well Modification

Well modification tools that will be considered are provided below:

- Change in pumping rate,
- Change in pump intake location,
- Change in pump intake diameter,
- Use of an engineered suction,
- Use of single and straddle packers,
- Use of casing patches,
- Backfilling to block off zones near the well bottom,
- Relining of fragile wells with modified perforation intervals,
- Focused rehabilitation,
- Additional Diagrams – Well modification diagrams will also be provided that illustrate various recommended strategies. Other recommendations may include the use of feasibility testing to prove out different well modification strategies. The Team has been directly involved in various successful packer feasibility tests and has experience in a broad range of approaches as shown in Sections 8 and 9.
- Examples of graphics and figures that will be included in the report are provided below and on the next page, and additional examples of data representations and report figures are provided in the relevant qualifications in Section 8.

Santa Fe Springs Well 2 Schedule

Santa Fe Springs Well #2 Gantt Chart																																				
Task #	Task Description	Week 1							Week 2							Week 3							Week 4													
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
Task 1	Planning																																			
Task 2	Site & Well Access Surveys																																			
Task 3	Video Surveys																																			
Task 4	Dynamic Flow Profiling																																			
Task 5	Dynamic Depth Dependent Sampling																																			
Task 6	Hydrogeologic Report*																																			
Task #	Task Description	Week 5							Week 6							Week 7							Week 8							Week 9						
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Task 6 - Hydrogeologic Report*		Task 6: Hydrogeologic Report																																		
Task 6.1	Review, analyze and plot flow data																																			
Task 6.2	QA/QC flow results and field data																																			
Task 6.3	Receive Laboratory Data																																			
Task 6.4	Calculate, and plot mass balance data																																			
Task 6.5	Complete Engineering Report																																			
* Assumes 3-week turnaround for sample results									Intermittent Work								Continuous Work							M	Mobilization			D	Demobilization							

D - Client References

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Ph: 714.690.3312
CarloN@cityoflapalma.org

NOTE: BESST worked with Mr. Nafarrete and with Mr. Bodart from General Pump to successfully modify the City Yard Wells, using mechanical packers, to block out elevated concentrations of arsenic, manganese, and iron.

Mr. Roy Herndon
Chief Hydrogeologist
Orange County Water District
18700 Ward Street, Fountain Valley, CA 92708
Ph: 714.378.3260
email: rherndon@ocwd.com

NOTE: BESST worked with Mr. Herndon and Mr. Bodart from General Pump on profiling two wells for the Mesa Consolidated Water District. Wells 6 and 11 were successfully modified with packers to improve water quality regarding color.

Mr. Sonny Tran
Assistant Water Manager at City of Orange
City of Orange Public Works Department
300 E Chapman Ave, Orange, CA 92866
[\(714\) 744-5525](tel:7147445525) / stran@cityoforange.org

NOTE: BESST worked with Mr. Tran and Mr. Bodart to profile a City of Orange well to locate elevated concentrations of Bacteria. The profile and rehab effort were successful, and the bacteria permanently eliminated.

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SECTION 6

Work Approach



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Work Approach

This section is critical to the success of this project. In this section we will describe how we plan to perform each task. General Pump has over 30 years of experience performing these tasks. We teamed up with Besst, Inc. for this project, they are the only company that has the special miniature tools needed to be successful in profiling the well. Besst, Inc. also brings experience in resolving well issues below ground. Their patented process and tools are required to fit in the small PVC access pipe (1" to 1.25" as stated in Task 2).

Task 1: General Pump owns and operates our own VFD. We are also experts in the engineering of deep well turbines. Our crew will perform testing and safety checks before we operate your pump. This long list of checks can be submitted for your review.

Task 2: Video logging will be performed by Besst, Inc with their camera. General Pump has 70 years of experience in evaluating wells and determining solutions for making well repairs or perform redevelopment to clean the well.

Task 3: Besst, Inc. will supply the profiling tools and General Pump will assist by operating the pump and monitoring the discharge. General Pump will run a dummy test to make sure the PVC access will work with Besst, Inc. tooling.

Task 4: General Pump and Besst, Inc. will work together to write the profiling report, well assessment along with our recommendation to keep cost down. We are assuming that the City will use their approved lab for the required water analysis.

Important

General Pump has well and pump records that are used to develop our plan. It will be important to share our knowledge of the well and pump construction with the city to make sure all parties have a good understanding of our approach.

Our plan is to unwire and remove the existing motor. Our crane will pickup the complete pump and modify the cast iron discharge head by drilling a 1.5" hole (assumes we have clearance between the top column flange and top casing). Our crew will then "attempt to fish down a 1.25" schedule 80 flush joint access pipe. The bottom is cut at an angle to help fish it past the column coupling and bowl assembly. Airlines or pipes used during the installation can add issues and



may requires us to pull the complete pump. This extra step adds a lot of cost (about \$28,000) therefore we hope to avoid adding this step. If the city and General Pump records are accurate, the odds of avoiding this extra step is good.

Our plan is to install the PVC before Task 1. Without adding this PVC access, we will not have the ability to run a video log.

In addition, we will have better control of your pump with the use of our VFD panel. We also recommend running a "Dynamic Video" to Task 2. This inexpensive process will yield a lot of important information that will help us in the following Task 3 and our evaluation.



Addition Requirements

1. Consultant/Contractor will be required to furnish a certificate of liability insurance as required by the City Attorney. City shall be named as additional insured on the certificate. General Pump Company and Besst, Inc. have the required insurance for this project. General Pump has an active Engineer A, C57, C61, and D21 California Contracting license along with 4,000,000.00 aggregate insurance. (See attached Example of Insurance) Besst, Inc. carries the required insurance for this project as well.
2. Consultant/Contractor will be required to have in his possession a valid business license as issued by the City of Santa Fe Springs. General Pump will possess the required business license. Contractor License – 496765 Engr A, C57, C61, and D21.
3. Consultant/Contractor shall provide unit cost for completing all areas listed on proposal and bills shall reflect actual constructed quantities. General Pump will utilize the cost per the Bid Schedule.
4. Consultant/Contractor will be required to supply and install a test pump with a 1.25" PVC access pipe in the event the existing pump and access pipes or methods of installing access pipes described above will not work to perform video inspection or chemistry profiling. This additional work which we discussed in our work approach is added to our bid line items. It is important to know that we will work hard to avoid adding this step to keep your cost at a minimum.
5. Concrete sealer, hardener and densifier; and joint sealant will conform to the Standard Specifications for Public Works (Greenbook) and the attached Specifications. Our job plan and your Task do not require any concrete sealer; therefore, no cost is added in our proposal.
6. Consultant/Contractor will provide a construction schedule to the Engineer within ten (10) working days after the date of the City's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. After our initial preconstruction meeting, we will submit a schedule within 10 working days to reflect the final approved plans for our work.
7. Consultant/Contractor shall maintain access at all times to vehicular traffic, including large commercial trucks to businesses nearby and adjacent to the Well No. 2 site. This site is very small and General Pump Company will work with the city to come up with a site plan that minimizes the impact to the businesses nearby.

SECTION 7

Client References



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

**Project References
2020-21**

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Colton 160 South 10 th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	\$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	\$119,560
Phelan Pinon Hills 4176 Warbler Road Phelan, CA 92371 Contact: Sean Wright Ofc: 760-868-1212	Well 8	Well & Pump Repair	Jan – July 2020	\$170,572.23
CDA 3955 Bellegrave Ave Ontario, CA 91761 Contact: Tom O'Neill	Chino II- Well 2	Well & Pump Repair	April-Sept 2020	\$190,276.42
City of Ontario 14205 Meridian Pkwy Riverside, CA 92518 Contact: Chris Bonadurer Ofc: 951-571-7290	Well 38	Well Redevelopment and Repairs	Jan-March 2020	\$188,234.05
Western Municipal WD 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Arlington Desalter Well 3	Well Rehab	Oct. 2020- March 2021	\$233,950
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 19	Well Rehabilitation	Jan. 2020- Apr.2021	\$123,619
Additional References Available Upon Request				



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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

Similar Well and Pump Rehab Projects

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Cost</u>
City of Colton 160 South 10 th Street Colton, CA 92324 Contact: Mike Cory Ofc: 909-370-6101	Well 31	Well Rehabilitation	Jan - April 2020	\$126,324
City of Ontario 1425 South Bon View Ontario, CA 91762 Contact: Chris Bonadurer Ofc: 909-395-2696	Well 43	Well Rehabilitation	Nov 2019- April 2020	\$119,560
City of South Gate 8650 California Ave South Gate, CA 90280 Contact: Ana Ananda Ofc: 323-563-9500	Well 28	Well Rehabilitation	Oct - Dec 2019	\$192,120
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well 20	Well & Pump Rehab	Sept – Oct 2019	\$131,000
Western Municipal WD 14205 Meridian Pkwy Riverside, CA 92518 Contact: Fakhri Manghi Ofc: 951-571-7290	Arlington Desalter Well 1	Well & Pump Rehab	Feb- June 2019	\$188,807
City of Anaheim 909 East Vermont Ave Anaheim, CA 92805 Contact: Mark Adams Ofc: 714-765-4311	Well 41	Well Redevelopment; Pump Rehab	March 2018- June 2019	\$164,894
Elsinore Valley WD 31315 Chaney Street Lake Elsinore, CA 92530 Contact: John Manhard Ofc: 915-674-3146	Summerly Well	Well & Pump Rehab	July 2018- June 2019	\$341,882
Additional References Available Upon Request				

SECTION 8
Rights of Materials



Rights to Material

General Pump Company, Inc. agrees all responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant/Contractor that are submitted as part of the RFP and not withdrawn shall, upon receipt by agency, become property of agency.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

July 20, 2021

NEW BUSINESS

Resolution No. 9721 – Adopt Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road) for Road Maintenance and Rehabilitation Account of 2017 Funds (Fiscal Year 2021/22)

RECOMMENDATION

- Adopt Resolution No. 9721 approving the Pioneer Boulevard Street Improvement Project (Project) to be partially funded by the Road Maintenance and Rehabilitation Account (RMRA);
- Add Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) Project to the Capital Improvement Plan (CIP); and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for the allocation of Road Maintenance and Rehabilitation Account (RMRA) funds to the Pioneer Boulevard Street Improvement Project.

BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB 1), the Road Maintenance and Rehabilitation Account Act of 2017. SB 1 was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems.

The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties under the Streets and Highways Code Section 2032.

According to the Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- Complete street components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project; and;
- Traffic control devices.

To receive additional RMRA funds, SB 1 imposes several requirements on public agencies as contained in the Streets and Highways Code Section 2034. As outlined in the statute, the road repair and maintenance project must be approved by a Resolution (see Exhibit A) of the City Council held at a regular public meeting. The resolution must contain a description and location of each proposed project, a proposed completion schedule, and the estimated useful life of each improvement.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N" followed by a stylized flourish.

Date of Report: July 16, 2021

City staff determined that the Pioneer Boulevard Street Improvements Project (Charlesworth Road to Los Nietos Road) meets the SB 1 requirements and recommends listing the Project for SB 1 funding for FY 2021/22. Additionally, City staff recommends that the City Council authorize the Director of Public Works to submit an application to the CTC for \$351,400 to provide partial funding for the Project.

According to information provided by the California Transportation Commission (CTC), the City of Santa Fe Springs will also receive approximately \$442,800 of Highway Users Tax Account (Gas Tax Funds) funds for Fiscal Year (FY) 2021/22.

Prop C is a sales tax measure approved by the Los Angeles County voters to finance a countywide transit development in local transportation revenue. Funds can be used to benefit public transit to include bikeways, bike lanes, and street improvements.

Project Schedule

Authorization to Advertise
Award of Contract
Notice to Proceed
Project Completion

Dates

January 2022
March 2022
May 2022
July 2022

The City's Pavement Management System calculates a useful life of approximately 20 years added to the current roadway life cycle.

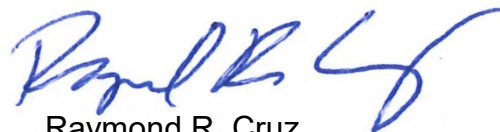
FISCAL IMPACT

The total estimated cost for the Project is \$950,000. To reduce the amount required from CIP funds, City staff is recommending funding allocations to this Project as follows:

a. Highway Users Tax Account (Gas Tax)	\$	442,800
b. Prop C Local Return Funds	\$	155,800
c. RMRA (FY 2021-2022)	\$	351,400
Total:	\$	950,000

INFRASTRUCTURE IMPACT

The Pioneer Boulevard Street Improvements project will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.



Raymond R. Cruz
City Manager

Attachments:

Exhibit A: Resolution No. 9721

RESOLUTION NO. 9721

A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Maintenance and Rehabilitation Account of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City Council must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$351,452 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate Santa Fe Springs this year and other similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Santa Fe Springs, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following proposed project will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

**Pioneer Boulevard Street Improvements
(Charlesworth Road to Los Nietos Road)**

- a) Originally listed: FY 2021/22
- b) Project description: removal of existing pavement surface, rework underlying base material for a stable base for new asphalt concrete pavement, replace curbs, gutters, sidewalks and driveways.
- c) Project location: Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road)
- d) Estimated useful life: the City's Pavement Management System calculates a useful life of 15-20 years added to the current roadway lifecycle.
- e) Anticipated Project Schedule:

Estimated Project Schedule

Authorization to Advertise
Award of Contract
Notice to Proceed
Project Completion

Date

January 2022
March 2022
May 2022
July 2022

APPROVED:
ITEM NO.:

PASSED AND ADOPTED by the City Council of the City of Santa Fe Springs, State of California this 20th day of July 2021, by the following vote:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



PUBLIC HEARING

Urban Water Management Plan for 2020-2025

RECOMMENDATION

- Conduct a Public Hearing on the 2020-2025 Urban Water Management Plan and Water Shortage Contingency Plan for the City of Santa Fe Springs; and
- Adopt Resolution No. 9727 approving the Plans and authorizing the Director of Public Works to submit the Plan to the State Department of Water Resources.

BACKGROUND

The Urban Water Management Planning Act - AB 797 (1983) requires all water purveyors that provide service to at least 3,000 customers or supply over 3,000 acre-feet per year to develop and adopt an Urban Water Management Plan (UWMP) every five years. The City of Santa Fe Springs Water Utility Authority serves nearly 7,000 customers and supplies about 6,500 acre-feet of water each year. Therefore, the City of Santa Fe Springs is subject to the requirements of AB 797.

Using guidelines established by the State Department of Water Resources (DWR), staff worked with a consulting engineering firm to update the City's Urban Water Management Plan, which is being presented to Council for consideration and adoption. The City is required to hold a Public Hearing on the updated Urban Water Management Plan before it can be approved by the City Council.

OVERVIEW

The steps taken by the City of Santa Fe Springs Water Utility Authority during the last 30 years to reduce potable water consumption have resulted in compliance with the UWMP requirements. This includes the construction of the recycled water distribution system, purchase of groundwater rights to help reduce purchasing of imported water supplies, and ongoing efforts by water users within the community to reduce their water consumption. These efforts place the City in good standing with respect to the UWMP requirements.

The updated Urban Water Management Plan reflects the following:

1. Changes in population and land use that have occurred over the past five years as well as projections for the future which could affect water demand;
2. Historical water use by water source (i.e. groundwater, imported water and recycled water supplies) and water customer type;
3. Future water supply and demand projections for the next 20 years based on the 2020 and 2025 per capita water use targets and method for achieving the goals;
4. Worst case water supply loss for up to a 50 percent loss in supply;

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

5. Water conservation efforts that have been or could be implemented, include water loss audits, leak detection program, installation of water saving devices and appliances, demand management measures, and public information programs;
6. The potential for recycled water system expansion; and
7. The City's adopted water shortage contingency plan, which includes the City's water use prohibitions, water conservation planning by businesses and water conservation rate structure.

The Water Conservation Bill of 2009, SBX7-7 allows for water utilities to organize regional alliances to set regional targets in addition to the utilities' "20% by 2020" per capita targets. The regional alliance provides an additional mechanism to comply with the provisions of the legislation. The California Department of Water Resources Methodologies for Calculating Baseline and Compliance Per Capita Water Use indicates that purveyors receiving water from a common wholesale water supplier and are part of an integrated regional water management group can establish a regional alliance target. Santa Fe Springs Water Utility Authority is a member of the Los Angeles Gateway Cities Integrated Regional Water Management Joint Powers Authority (GWMA), which meets this provision.

SUMMARY

The 2020-2025 Urban Water Management Plan Update serves as a planning device for the City's Water Utility Authority. It establishes a baseline for the City of Santa Fe Springs Water Utility Authority at 378 gallons per capita per day (2010), an actual 300 gallons per capita per day for 2020, and a target of 319 gallons per capita per day by 2045.

Additionally, the Santa Fe Springs Water Utility Authority is required to prepare and adopt a Water Shortage Contingency Plan (WSCP); to use during drought conditions to implement customer demand reduction measures as well as potential water supply augmentation measures to meet water demands. The City's 2020-2025 Urban Water Management Plan is on file with City Clerk and is available for review.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None.



Raymond R. Cruz
Executive Director

Attachments:

Attachment No. 1: Resolution 9727

RESOLUTION NO. 9727

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING THE CITY OF SANTA FE SPRINGS 2020-2025 URBAN WATER
MANAGEMENT PLAN**

WHEREAS, the Urban Water Management Planning Act requires all water purveyors serving more than 3,000 customers or supplying more than 3,000 acre feet of water annually to prepare an Urban Water Management Plan every five years; and

WHEREAS, the primary purpose of the Urban Water Management Plan is to facilitate proper planning for the conservation and efficient use of water supplies; and

WHEREAS, the primary purpose of the Water Shortage Contingency Plan is to use during drought conditions to implement customer demand reduction measures as well as potential water supply augmentation measures to meet water demands; and

WHEREAS, the City of Santa Fe Springs is an urban water purveyor serving a population of approximately 18,000 residents; and

WHEREAS, the 2020-2025 Urban Water Management Plan for the City of Santa Fe Springs must be adopted before June 30, 2021 after public review and a public hearing, and filed with the State of California Department of Water Resources within thirty days of adoption; and

WHEREAS, an updated Plan was developed and was made available for public review; and

APPROVED:
ITEM NO.:

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

- SECTION 1. That a Public Hearing was held on July 20, 2021 to receive public comment and testimony as required by the Urban Water Management Planning Act.
- SECTION 2. The 2020-2025 Urban Water Management Plan and the Water Shortage Contingency Plan for the City of Santa Fe Springs is hereby adopted
- SECTION 3. The Director of Public Works is hereby authorized and directed to file the same Plan with the California Department of Water Resources within thirty (30) days.

APPROVED and ADOPTED this 20th day of July, 2021.

JOHN M. MORA, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

**FOR ITEM NO. 10
PLEASE SEE ITEM NO. 12A**

FOR ITEM NO. 11
PLEASE SEE ITEM NO. 12A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12A

July 20, 2021

CONSENT AGENDA

Minutes of the June 3, 2021, June 15, 2021 and June 29, 2021 Regular and Special City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- June 3, 2021 Special Meeting Minutes
- June 15, 2021 Regular Meeting Minutes
- June 29, 2021 Special Meeting Minutes

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz
City Manager

Attachments:

1. June 3, 2021 Special Meeting Minutes
2. June 15, 2021 Regular Meeting Minutes
3. June 29, 2021 Special Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 3, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 6:03 P.M

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Councilmember Trujillo led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Aaron Doss from the Youth Leadership Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS:** None.

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

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

Minutes of the May 4, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

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

Minutes of the May 4, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

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 May 4, 2021 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. 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. 9715:
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.

It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, to approve Item Nos. 8A and 8B, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

NEW BUSINESS

9. Overview of City Council Workshop (City Manager)

Recommendation:

- Receive and file workshop report.

City Manager, Raymond R. Cruz provided a brief presentation on Item No. 9. He introduced John Bramble, Special Advisor with Management Partners to provide a summary of the City Council Workshop on May 2, 2021 where the City Council met to discuss best practices, understand the perspectives of Council and staff, review the City's accomplishments and challenges, discuss the City Manager's goals, identify and establish priorities, and strengthen teamwork.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to receive and file the workshop report, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

10. Resolution No. 9714 to adopt and allocate funds for an Outdoor Fitness Court as part of the 2021 National Fitness Campaign (Community Services)

Recommendation:

- Adopt Resolution No. 9714 to adopt and allocate funds for an outdoor fitness court as part of the 2021 National Fitness Campaign.

Parks and Recreation Services Manager, Gustavo Hernandez provided a presentation to Item No. 10.

It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, to adopt Resolution No. 9714 to adopt and allocate funds for an outdoor fitness court as part of the 2021 National Fitness Campaign, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

11. Authorize the Director of Planning to Release a Request for Proposal (RFP) to Qualified Consultants to Develop a Vehicle Miles Traveled (VMT) Methodology to Evaluate Transportation Impacts Consistent with the California Environmental Quality Act (CEQA), to Meet the Requirements of Senate Bill (SB) 743 (Planning)

Recommendation:

- Authorize the Director of Planning to Release a Request for Proposal (RFP) to Qualified Consultants to Develop a Vehicle Miles Traveled (VMT) Methodology to Evaluate Transportation Impacts Consistent with the California Environmental Quality Act (CEQA), to Meet the Requirements of Senate Bill (SB) 743.

Director of Planning, Wayne Morrell provided a presentation on Item No. 11.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Trujillo, to authorize the Director of Planning to Release a Request for Proposal (RFP) to Qualified Consultants to Develop a Vehicle Miles Traveled (VMT) Methodology to Evaluate Transportation Impacts Consistent with the California Environmental Quality Act (CEQA), to Meet the Requirements of Senate Bill (SB) 743, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

12. Resolution Nos. 9716 and 9717 – Approval of Engineer’s Report (Fiscal Year 2021/22) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive (Public Works))

Recommendation:

- Adopt Resolution No. 9716, approving the Engineer’s Report (Fiscal Year 2021/22) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and

- Adopt Resolution No. 9717 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 6, 2021.

Director of Public Works, Noe Negrete provided a brief presentation on Item Nos. 12 and 13.

It was moved by Councilmember Sarno, seconded by Councilmember Zamora, to adopt Resolution No. 9716, approving the Engineer's Report (Fiscal Year 2021/22) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01, and adopt Resolution No. 9717 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 6, 2021, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

13. Resolution Nos. 9718 and 9719 – Approval of Engineer's Report (Fiscal Year 2021/22) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1 (Public Works)

Recommendation:

- Adopt Resolution No. 9718, approving the Engineer's Report (Fiscal Year 2021/22) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- Adopt Resolution No. 9719, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 6, 2021.

It was moved by Councilmember Sarno, seconded by Councilmember Zamora, to adopt Resolution No. 9718, approving the Engineer's Report (Fiscal Year 2021/22) in conjunction with the annual levy of assessments for Street Lighting District No. 1, and adopt Resolution No. 9719, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 6, 2021, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

14. Aquatic Center Pool Pump Replacement – Issue Purchase Order (Public Works)

Recommendation:

- Approve the bids; and
- Authorize the Director of Purchasing to issue a Purchase Order for the purchase of a new 8" Vertical Turbine Pump for the Aquatic Center.

Director of Public Works, Noe Negrete provided a presentation on Item No. 14.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to approve the bids, and authorize the Director of Purchasing to issue a Purchase Order for the purchase of a new 8" Vertical Turbine Pump for the Aquatic Center, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

15. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz stated that public facilities will be reopening to the public on June 14th with mask requirements for all members of the public. Councilmember Sarno asked about the need to wear a mask after June 15th. He added that County requirements supersede State requirements and that the City will follow the County orders.
- Director of Public Works, Noe Negrete spoke about the Aquatic Center roof replacement project in progress. He also spoke about the ongoing Town Center Plaza Parking Lot Improvement Project.
- Director of Planning, Wayne Morrell spoke about the status of the Maverick-Industrial Business Park.
- Director of Police Services, Dino Torres provided a traffic enforcement brief between the months of December and April.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City. He also talked about the SFS Swap Meet Fire on June 1st. Lastly, he spoke about the death of Firefighter Specialist Tory Carlon from the Los Angeles County Fire Department.
- Director of Finance and Administrative Services, Travis Hickey spoke about the work commencing on the audio/visual upgrades in the Council Chamber on the week of June 21st. He added that labor negotiations are currently ongoing with the labor groups and that a comprehensive fee schedule is being drafted and will be brought forward at a City Council Study Session in the future.
- Director of Community Services, Maricela Balderas spoke about registrations being open for Independence Day activities. She also spoke about recognition of National Senior Health and Fitness Day, and announced the return of Concerts and Movies at Heritage Park beginning on June 18. She reported of ongoing talks with Santa Fe High School to agree on public use of swimming pools and also announced the return of wedding lotteries. Lastly, she added that the removal of the bungalows at the Gus Velasco Neighborhood Center is going as planned.

16. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

17. COUNCIL COMMENTS

Councilmember Sarno spoke about touring City parks with City staff to identify issues that need rectifying. He also thanked everyone who has served in regards to Memorial Day.

Councilmember Trujillo agreed with Councilmember Sarno and stated that she enjoyed the Council Workshop. She thanked staff for their assistance and thanked first responders for their work.

Councilmember Zamora congratulated the 2021 graduating class and looked forward to City facilities reopening to the public. He gave special commendations to his nephew who just graduated, and also remembered those who served in honor of Memorial Day, particularly former resident Paul T. Nakamura.

Mayor Pro Tem Rodriguez congratulated all the graduating seniors and also expressed her thanks to City staff for all of their work in preparing the City facilities for reopening.

Mayor Mora appreciated the “Every 15 Minutes” video presentation made in cooperation with Police Services. He congratulated the seniors who graduated and also expressed to council that they should continue to work together for the betterment of the City regardless of their personal options. He also announced that Los Angeles County Development Authority identified the City as an impacted area that is eligible to receive rental assistance funds going as far back as April 1, 2020. Lastly, he stated he was happy to see COVID-19 cases continue to drop.

CLOSED SESSION

18. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Labor Negotiator Colin Tanner.

Employee Organizations: Santa Fe Springs City Employees’ Association, Santa Fe Springs Firefighters’ Association, and Santa Fe Springs Executive, Management and Confidential Employees’ Association

CLOSED SESSION

19. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to California Government Code Section 54956.9(d)(4):
One case

Mayor Mora recessed the meeting at 7:35 p.m.

Mayor Mora reconvened the meeting at 8:14 p.m.

20. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai provided a report on Closed Session Items:

For Item No.18, direction was given to staff and no reportable action was taken.

For Item No. 19, there was unanimous approval of a settlement agreement with Southern California Gas Company in the amount \$219,472 to settle the City’s claims relating to impacts to the Santa Fe Springs and Ann St Improvements to due to a placement of a gas line.

21. ADJOURNMENT

Mayor Mora adjourned the meeting at 8:14 p.m. in memory of San Bernardino County Sheriff's Sergeant Dominic Vaca and Los Angeles County Fire Department Firefighter Specialist Tory Carlon.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

June 15, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 6:02 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Councilmember Zamora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Matthew Mora and Kayla Viramontes from Santa Fe High School led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

There were no public comments.

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

- a. Minutes of the May 18, 2021 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Council Member Zamora, seconded by Council Member Sarno to approve Items No. 6A and 6B, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

WATER UTILITY AUTHORITY

7. CONSENT AGENDA

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

- a. Minutes of the May 18, 2021 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.
-

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

Recommendation:

- Receive and file the report.

It was moved by Council Member Trujillo, seconded by Mayo Pro Tem Rodriguez, to approve Items No. 7A through 7C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

HOUSING SUCCESSOR

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 Housing Successor.

- Minutes of the May 18, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

NEW BUSINESS

9. 2020 City of Santa Fe Springs General Plan Housing Element Annual Progress Report (Planning)

Recommendation:

- Find and determine that the Annual Progress Report is exempt from The

California Environmental Quality Act (CEQA), pursuant to Section 15061(b) (3). The 2020 Annual Report was assessed in accordance with the authority and criteria contained in CEQA and the State CEQA Guidelines. It can be seen with certainty that there is no possibility that the report may have a significant effect on the environment. The report does not authorize construction and any future development proposed pursuant to the programs in the City's Housing Element will require separate environmental analysis when details of those proposals are known.

- Authorize staff to forward the 2020 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 9.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to find and determine that the Annual Report was assessed in accordance with the authority and criteria contained in CEQA and the State CEQA Guidelines. It can be seen with certainty that there is no possibility that the report may have a significant effect on the environment. The report does not authorize construction and any future development proposed pursuant to the programs in the City's Housing Element will require separate environmental analysis when details of those proposals are known, and authorize staff to forward the 2020 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR), by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

SUCCESSOR AGENCY

10. CONSENT AGENDA

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

Minutes of the May 18, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

CITY COUNCIL

11. CONSENT AGENDA

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

- a. Minutes of the May 18, 2021 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Horseshoe Pit Improvements – Award of Contract (Public Works)

Recommendation:

- Appropriate \$22,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Horseshoe Pit Improvements (PW 200101);
- Accept the bids; and
- Award a contract to Corral Construction of Commerce, California, in the amount of \$41,410.00.

- c. Interior and Exterior Painting Park Facilities (Little Lake Park, Los Nietos Park, Santa Fe Springs Park) – Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to Innovation Painting, Inc. of Ontario, California, in the amount of \$43,000.00.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to approve Item Nos. 11A through 11C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

Presentation on Item No. 11C was made by the Director of Public Works, Noe Negrete after the vote was taken.

NEW BUSINESS

- 12. Introduction and Discussion of City's Proposed Fiscal Year 2021-22 Budget (Finance)**

Recommendation:

- Provide staff direction regarding revenue and expenditure matters included in the Fiscal Year 2021-22 proposed budget.

Director of Finance, Travis Hickey provided a presentation on Item No. 12.

Director Hickey spoke about the following: General Fund Year End, Revenue assumptions including 18.3 % increase in general revenues, 23.2% increase on sales tax and 28.3% increase to Measure Y, and further increases anticipated for Franchise tax. He also spoke about the proposed General Fund Budget which includes: \$11.9 million for Capital

Improvements Projects, \$1.1 million for replacement of vehicles, \$1.1 million increase to the City's unfunded liability, \$1 million for twenty-five proposed position adjustments, \$1 million for labor negotiation funding, an additional \$800,000 to the Police Services contract, \$400,000 for IT upgrades, \$1.7 million for non-recurring expenditures, and increases to contracts.

Council Member Sarno inquired on the police services contract amount whether that is an estimated or negotiated amount.

City Manager Raymond R. Cruz stated it is an estimated amount given by the City of Whittier City Manager and will bring back a final amount at a later time.

Director Hickey spoke about the General Fund summary that included the general fund and other divisions that were affected by the budget adjustments. He also spoke about the non-recurring amounts better known as the 9000 account which are a one-time use amount. He spoke about the vehicle replacement and noted that Council requested to find a different method to manage the replacement of vehicles. He demonstrated a list of vehicles that are being funded by Prop C and the rest that relate to public safety. He briefly covered the community funding and stated he would talk about it later in the meeting as he will need direction. He also compared Fiscal Years 2018-2022. He then spoke about the set-aside funds which include the following: Capital Projects, Unfunded Liability, Economic Contingency, Equipment Replacement, Employee Benefits (vacation), and Risk Management which total \$44,307,465. He spoke about the unassigned reserves and the OPEB trust which is managed by PERS. He explained the general fund future outlook for the next five years and projected revenue of \$73 million by FY 2025-26. He covered the PERS unfunded liability balance up to 24-25 which is currently at \$132 million. He covered the OPEB accrued liability which is the retiree medical funds. He spoke about the Water Utility Fund Summary and went over the recent increases.

Council Member Zamora inquired where the City is at with the bonds and the interest rates.

Director Hickey stated that the City plans to hire a consultant to go over how the unfunded liability can affect the City and is against pension obligation bonds. He added the City has refinanced all available bonds which were eligible, the latest one being the Water Bonds in 2018.

City Manager Ray Cruz gave a brief presentation on the community organization support funding. He also reviewed each line with Council:

Organizations	FY 21-22
Chamber Annual Funding	98,500
The Whole Child	-
SASSFA	20,000
Lake Center School Washington D.C. Trip	14,000
LakeSide Middle School D. C. Trip	2,500
LACADA	12,500
Youth Enrichment Fund	6,500

Interfaith Food Bank	5,000
Santa Fe High Foundation	5,000
Rio Hondo Charter Red Cross	-
Miscellaneous Funding	-
Los Nietos Washington D.C. Trip	2,800
Los Nietos Middle School After School Sports	-
Silver Shield Award	2,500
Destiny Dinner Sponsorship	2,500
Miss Santa Fe Springs Pageant	-
Hispanic Outreach Task Force Scholarship	-
Burn Quest	1,500
Salvation Army/Knott's Berry Farm	-
Soroptimist International	-
Little Lake - Leaf Invitational Golf Tournament	2,500
TOTAL	175,800

Council Member Trujillo inquired how many residents are served by the LACADA and how much are they using.

Maribel Garcia provided a brief presentation on how the funding is divided and in Los Nietos Washington D.C. Trip.

Director Hickey stated that the City has saved between \$25,000 to \$50,000 since last fiscal year.

Council Member Zamora stated funding was short at the schools for crossing guards. Council came to a consensus to bring back the item to a future meeting and look into the cost for morning and afternoon crossing guards.

13. Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2021-2022 (Community Services)

Recommendation:

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2021-2022; and
- Authorize the Mayor to execute the In-kind Services Agreement

It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2021-2022, and authorize the Mayor to execute the In-kind Services Agreement, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

14. Street and Parking Lot Lighting LED Retrofit Evaluation Report (Public Works)

Recommendation:

- Receive and File Street and Parking Lot Lighting LED Retrofit Evaluation Report; and
- Provide direction for financing options.

Director of Public Works, Noe Negrete introduced Municipal Services Manager, Kevin Periman to provide a presentation for Item No. 14.

Municipal Services Manager Periman provided a brief presentation on the LED retrofitting process. He noted it only included City owned lights and not Southern California Edison (SCE) lights.

Director Negrete noted that the City is working with SCE to replace all lights within the City. He also spoke about the aging series lighting which requires full replacements including the conduit, wires, and luminaires.

Council Member Sarno inquired whether the City will be reimbursed for the SCE lights replaced.

Municipal Services Manager Periman stated that we will sign an agreement with SCE and they will replace the lights and reimburse us for each one under an energy saving program. There is a total of about 3400 lights in the City, 2600 of which are City owned, 380 are owned by SCE and roughly 410 are series lights. He also covered some financing options.

Council Member Zamora spoke about the different energy efficient loan programs, such as the one that City of Lynwood is using.

Mayor Mora inquired whether all the series lights are owned by us or SCE.

Municipal Services Manager Periman stated that they are all owned by the City. He added that the equipment used to replace series lighting fixtures has to be custom made as it is no longer in production.

Director Negrete added that the City has certain streets where some lights are high pressure sodium and others are LED. He recommended LED lighting from a public safety standpoint.

Mayor Mora inquired about using City funds as opposed to using a loan to avoid paying interest. Council Member Sarno requested to use the City's funds to initiate the project but to continue researching the different grants and financing options to complete the project as to avoid waiting on a loan to move forward with the project.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to direct staff to seek loan and financing options which can be paid within the next few years and provides options for energy efficient projects, and to move forward with purchasing what is needed right now, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

15. Status Update of Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

Director of Public Works, Noe Negrete provided a presentation for Item No. 15.

Council Member Sarno inquired when Public Works plans to discuss new CIP projects.

Director Negrete stated that June 28th is the deadline for requested list of projects from other departments. He stated that in late September or early October there would be a study session on proposed CIP projects discussed with Council. He added that Council can also directly submit requested projects to Public Works.

Council Member Zamora requested for projects that were completed within the last 3 or 5 years to be posted on City's website for the public to view.

Mayor Pro Tem Rodriguez requested to also add the before and after pictures to see the difference in work.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to receive and file the report, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodriguez, Mora

Nays: None

Absent: None

16. On-Call Professional Engineering Services for the Design of City Parks Parking Lot Rehabilitation Project (Los Nietos, Santa Fe Springs and Little Lake Parks) – Award of Contracts (Public Works)

Recommendation:

- Accept the Request For Quotes;
- Award Contracts to JMDiaz, Inc. from the City of Industry, California for the Design of Los Nietos Park and Santa Fe Springs Park Parking Lots in the following amounts respectively: \$70,502 and \$79,068;
- Award a Contract to Coory Engineering from Orange, California for the Design of Little Lake Park Parking Lot in the amount of \$91,040; and
- Authorize the Director of Public Works to execute the task order with JMDiaz, Inc. and Coory Engineering.

Director of Public Works, Noe Negrete provided the presentation for Item No. 16.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to accept the request for quotes, award contracts to JMDiaz, Inc. from the City of Industry, California for the Design of Los Nietos Park and Santa Fe Springs Parking Lots in the following amounts respectively: \$70,502 and \$79,068, award a contract to Coory Engineering from Orange, California for the Design of Little Lake Park Parking Lot in the amount of \$91,040, and authorize the Director of Public

Works to execute the task order with JMDiaz, Inc. and Coory Engineering, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

17. Adoption of the City's Fiscal Year 2021-22 Investment Policy (Finance)

Recommendation:

- Adopt the Investment Policy for Fiscal Year 2021-22

Director of Finance, Travis Hickey provided a brief presentation on Item No. 17.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to adopt the Investment Policy for Fiscal Year 2021-22, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

18. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz Ray Cruz spoke about the city facilities reopening yesterday. He noted that all facilities will continue to follow COVID-19 safety protocols. He also thanked Council for their support during the pandemic.
- Police Chief Aviv Bar spoke about a recent incident. He noted that the City is not known for having a lot of gang related problems as it did years ago. He also stated that Whittier Police are tracking people with ghost guns which are gun kits that are known to not have a serial number and are not registered, making them untraceable. More people have guns and there has been an increase in homicides.

Council Member Zamora inquired about the concealed weapon application process.

Chief Bar stated that most small cities such as ours they are defer to County Sherriff to process. He stated that small cities do not have the personnel to do the required background checks.

Council Member Sarno inquired how the City can answer to the community when incidents such as the recent ones occur. How does the City promote the perception and presence of officers in the City?

Chief Bar stated one way is more personnel; he noted that a couple of sections of the City are more prone to gangs or violence which is how they patrol the areas.

Council Member Sarno and Council Member Zamora expressed their interest for having increased visibility.

Council Member Trujillo stated there is a subcommittee on Monday to further discuss the renewal of the agreement and also the number of officers.

Council Member Zamora spoke about the motorized cop and how they are helpful in a small community.

- Director of Public Works, Noe Negrete provided a brief update on the roof replacement project at the Aquatic Center. He also provided a video update on the Town Center Parking Lot Improvement Project.
- Director of Planning, Wayne Morrell introduced developer Jeff Hopkins from Hopkins Real Estate Group who provided an update on the Dave's Hot Chicken and Sonic's Drive-In project. He explained what the timeline process has been with the County of Los Angeles and COVID-19. More information was given on the history of Dave's Hot Chicken.
- Director of Police Services, Dino Torres spoke about having the annual pet vaccination clinic from 4 p.m. to 8 p.m.
- Fire Chief, Brent Hayward spoke about the following: area A arson task force, new dog in the task force name "brownie"; spoke how they use drones on fires; the fire on Rosecrans arson incident on July 13 at 1:20am; tomorrow firefighters are presenting the Armando Mora Memorial scholarships recipients; Valier Melendez and Jason Amaya.

Director of Finance, Travis Hickey spoke about the one item that was not in the budget stated that there is an American funding that will be received around 4.2 million in two years, the first half will be given by the end of July.

Director of Community Services Maricela Balderas spoke about the Youth programs, free meals programs, host permitted gatherings at parks, starting Mondays waiting pools will open, next week they will be able to reserve indoor facilities, recreation programs will start next Tuesday. She noted that they have been working with the high school to use their pool. Spoke about the new staff; 4th of July event. She also provided an update on the removal of bungalows from Options for Learning at the Gus Velasco Neighborhood Center. He also spoke about the library programs that will begin in July.

Council Member Zamora made an inquiry of the 4th of July event, whether families can still gather at parks.

Maricela stated that families would be able to gather at parks.

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

There were no appointments.

20. COUNCIL COMMENTS

Council Member Sarno thanked staff for putting together the budget. He also wished everyone a Happy Father's Day and looked forward to the 4th of July celebrations.

Council Member Trujillo thanked Director Hickey for answering all of Council's questions and for spending so much time on the budget.

Council Member Zamora thanked staff and Director Hickey for putting together the budget. He also wished everyone in attendance a Happy Father's Day.

Mayor Pro Tem Rodriguez thanked staff and Director Hickey for the budget process; acknowledged other staff for their presentations. She also announced the Women's Club Boutique in November and wished everyone in attendance a Happy Father's Day.

Mayor Mora spoke about how he is looking forward to seeing everything reopen. He also thanked staff for putting together the budget. He emphasized how fire season is coming up and asked the Fire Chief to stay safe. Lastly, he wished everyone a Happy 4th of July and a Happy Father's Day.

CLOSED SESSION

21. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Labor Negotiator Colin Tanner.

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association

Mayor Mora recessed the meeting at 8:37 p.m.

Mayor Mora reconvened the meeting at 9:24 p.m.

22. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

23. ADJOURNMENT

Mayor Mora adjourned the meeting at 9:24 p.m. in memory in memory of Harvey Berg.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 29, 2021

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: None.

3. **PUBLIC COMMENTS**

There were no public comments.

Mayor Mora requested or Closed Session Item No. 7 to be moved to the beginning of the agenda.

City Attorney, Ivy M. Tsai read the title of Closed Session Item No. 7.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Labor Negotiator Colin Tanner.

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association.

Mayor Mora recessed the meeting at 5:02 p.m.

Mayor Mora reconvened the meeting at 5:18 p.m.

CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

CITY COUNCIL

OLD BUSINESS

4. **Adopt Resolution No. 9722 Approving the City's Fiscal Year 2021-22 Operating Budget of City's Fiscal Year 2021-22 Operating Budget (Finance)**

Recommendation:

- Adopt Resolution No. 9722 approving and adopting the Fiscal Year 2021-22 City Budget, Fiscal Year 2021-22 Salary Schedule, and

authorizing the carryover of certain unspent appropriations.

Director of Finance, Travis Hickey provided a brief presentation. He provided a brief description of the proposed changes that included the adjustments of seventeen current positions, upgraded nine part-time positions to full-time positions, added four new positions, and title changes to two existing positions. He also demonstrated a charge of the General fund changes from 2018 to present.

He also spoke about the Little Lake City School District proposed amount of \$13,400 for a crossing guard position based the direction from Council at the last meeting.

He also provided an updated utility fund summary.

City Manager Ray Cruz stated that staff needs direction from Council to approve the additional amount requested for the crossing guard.

Budget amend to add additional \$15,000 for Little Lake School District crossing guard for a year and approve the items listed on the budget.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to adopt Resolution No. 9722 approving and adopting the Fiscal Year 2021-22 City Budget, Fiscal Year 2021-22 Salary Schedule, and authorizing the carryover of certain unspent appropriations and adding \$15,000 for Little Lake School District to cover the cost for a crossing guard for a year, by the following vote:

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

NEW BUSINESS

5. Resolution No. 9720 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2021-22 (Finance)

Recommendation:

- Adopt Resolution No. 9720 setting the appropriation limit for Fiscal Year 2020-21.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 5.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Trujillo, to adopt Resolution No. 9720 setting the appropriation limit for Fiscal Year 2020-21, by the following vote:

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

6. Approval of Labor Agreements Between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA), and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA) (Finance)

Recommendation:

- Approve the labor agreements with SFSCEA and SFSEMCA covering Fiscal Years 2021-22 through Fiscal Years 2023-24.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 6.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve the labor agreements with SFSCEA and SFSEMCA covering Fiscal Years 2021-22 through Fiscal Years 2023-24, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

CLOSED SESSION

7. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Labor Negotiator Colin Tanner.

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association

CLOSED SESSION

8. PUBLIC EMPLOYMENT

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

TITLE: City Manager Evaluation

Mayor Mora recessed the meeting at 5:38 p.m.

Mayor Mora reconvened the meeting at 6:11 p.m.

9. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai provided a report on Closed Session Items: Direction was given to staff and no reportable action was taken.

10. ADJOURNMENT

Mayor Mora adjourned the meeting at 6:11 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12B

July 20, 2021

CONSENT AGENDA

Little Lake Park Bus Stop Improvements – Award of Contract

RECOMMENDATION

- Appropriate additional \$12,500 from the Utility Users Tax (UUT) Capital Improvements Fund to the Little Lake Park Bus Stop Improvements (PW 200101);
- Accept the bids; and
- Award a contract to EBS General Engineering, Inc. of Corona, California, in the amount of \$25,531.00.

BACKGROUND

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the California Natural Resources Agency to process the collection of grant funding related to the various park improvement projects.

The Little Lake Park Bus Stop Improvement project is located adjacent to the Pioneer Boulevard parking lot directly across from St. Pius X Church. The project consists of the removal of the entire bus shelter including block columns, wood seat bench, trash receptacle and damaged concrete. The Contractor will furnish and install new metal bus bench, metal trash receptacle and construct new concrete bus bench pad and adjacent sidewalk.

On July 06, 2021, the City received a total of six bids. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was EBS General Engineering, Inc. of Corona, California, with a bid totaling \$25,531.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Bid Amount	Audited Bid
1. EBS General Engineering, Inc.	\$25,531.00	\$25,531.00
2. CMB Structures, Inc.	\$28,125.00	\$28,125.00
3. ACE Construction, Inc.	\$29,000.00	\$28,998.75
4. Organic Scapes	\$39,500.00	\$39,500.00
5. CEM Construction Corp.	\$45,000.00	\$45,000.00
6. C-1 Construction Corp.	\$51,800.00	\$51,800.00

The bid proposal submitted by EBS General Engineering, Inc. for \$25,531.00, is approximately 40.3% above the Engineer's Estimate of \$18,200.00

The Department of Public Works has reviewed the bids and determined the low bid submitted by EBS General Engineering, Inc., to be responsive and responsible.

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 the Director of Public Works.

Date of Report: July 16, 2021

LEGAL REVIEW

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

FISCAL IMPACT

The Little Lake Park Bus Stop Improvements project will require an additional appropriation in the amount of \$12,500 from the Utility Users Tax (UUT) Capital Improvement Fund to the Little Lake Park Bus Stop Improvements project account number (PW200101). Upon the project's completion, the approved California Natural Resources Agency Grant Fund will reimburse the City in the amount of \$20,200.

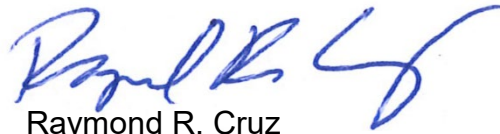
The total project cost breakdown is as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 25,531
Design	\$ 1,000
Engineering	\$ 1,669
Inspection	\$ 2,500
Contingency	\$ 2,000
Total Project Cost:	\$ 32,700

<u>Project Funding Sources</u>	<u>Amount</u>
Grant Revenue	\$ (20,200)
Anticipated Expenditures	\$ 32,700
Budget Shortfall	\$ (12,500)

INFRASTRUCTURE IMPACT

The Little Lake Park Bus Stop Improvements projects will improve the structural condition and reduce maintenance costs for the existing bus stop at Little Lake Park. In addition, the Little Lake Park Bus Stop Improvements project will improve the aesthetic look of exterior infrastructures for the bus stop at Little Lake Park.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
LITTLE LAKE PARK BUS STOP IMPROVEMENTS
IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 20th of July, 2021, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and EBS General Engineering, Inc., as CONTRACTOR in the amount of \$25,531.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

ARTICLE VII

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

20104.50.

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

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

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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

ARTICLE VIII

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

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

CONTRACTOR
EBS General Engineering, Inc.

By: _____
Thomas Nanci, President

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.)

2021-06 Little Lake Park Bus Stop Improvements



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12C

July 20, 2021

CONSENT AGENDA

Santa Fe Springs Park Recreation Building New Cabinets – Rejection of Bids

RECOMMENDATION

- Reject the bids submitted for the Santa Fe Springs Park Recreation Building new Cabinets project; and
- Authorize the City Engineer to re-solicit bid proposals for the Santa Fe Springs Park Recreation Building New Cabinets.

FISCAL IMPACT

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the California Natural Resources Agency to process the collection of grant funding related to the various park improvement projects.

The Santa Fe Springs Park Recreation Building New Cabinets project is located at the Santa Fe Springs Park Recreation Building. The scope of work will consist of the removal and replacement of cabinets and drawers on west side wall, desk drawers in the southwest corner, cabinets on the north side wall, and cabinets on the east side wall within the recreation building.

On July 06, 2021, the City received two bids. The low bidder for the project was ACE Construction, Inc. of North Hollywood, California, with a bid totaling \$29,000.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Bid Amount
1. ACE Construction, Inc.	\$ 29,000.00
2. C-1 Construction Corp.	\$ 55,350.00

After reviewing the bids submitted, staff recommends the bids be rejected and to solicit new bid proposals. While this action will further delay completion of this project, staff believes that the rejection of these bids at this time is in the best interest of the City as only \$6,000 has been budgeted for this project.

INFRASTRUCTURE IMPACT

There is no fiscal impact associated with this action.

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

Raymond R. Cruz
City Manager

Attachments:
None

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: July 16, 2021



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

July 20, 2021

PUBLIC HEARING

Resolution No. 9724 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2021/22

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9724 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2021/22.

BACKGROUND

On June 1, 2021, the City Council adopted Resolution No. 9717 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9717 also set the Public Hearing for 6:00 p.m. on July 6, 2021, but was adjourned to 6:00 p.m. on July 20, 2021, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the district for Fiscal Year 2021/22 is \$44,289. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district complies with the requirements of State Proposition 218.

FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs attributable to the particular Heritage Springs development.

INFRASTRUCTURE IMPACT

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

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

Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Resolution No. 9724

Attachment No. 2: Boundary Map

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: July 16, 2021

RESOLUTION NO. 9724

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, DIRECTING THE LEVY OF ANNUAL ASSESSMENTS IN THE CITY OF
SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR
FISCAL YEAR 2021/2022**

**CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1
(Hawkins Street and Palm Drive)**

RESOLVED, by the City Council (the “Council”) of the City of Santa Fe Springs, County of Los Angeles, State of California, that:

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the “Act”) and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the “Resolution of Formation”), to form the Heritage Springs Assessment District 2001-1 (the “Assessment District”), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the “Assessments”) for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the “Maintenance”) in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on June 1, 2021, has adopted Resolution No. 9717, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2021/2022 (the “Intention Resolution”) and approved the Engineer’s Report (the “Engineer’s Report”) prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2021/2022; and

WHEREAS, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

NOW, THEREFORE, IT IS ORDERED as follows:

1. Objections Overruled. The objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.
2. Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.
3. District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.
4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 1, 2021 by Resolution No. 9716 shall stand as the Engineer's Report for FY 2021/2022.
5. Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.
6. Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.
7. Effective. This resolution shall take effect from and after its adoption.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

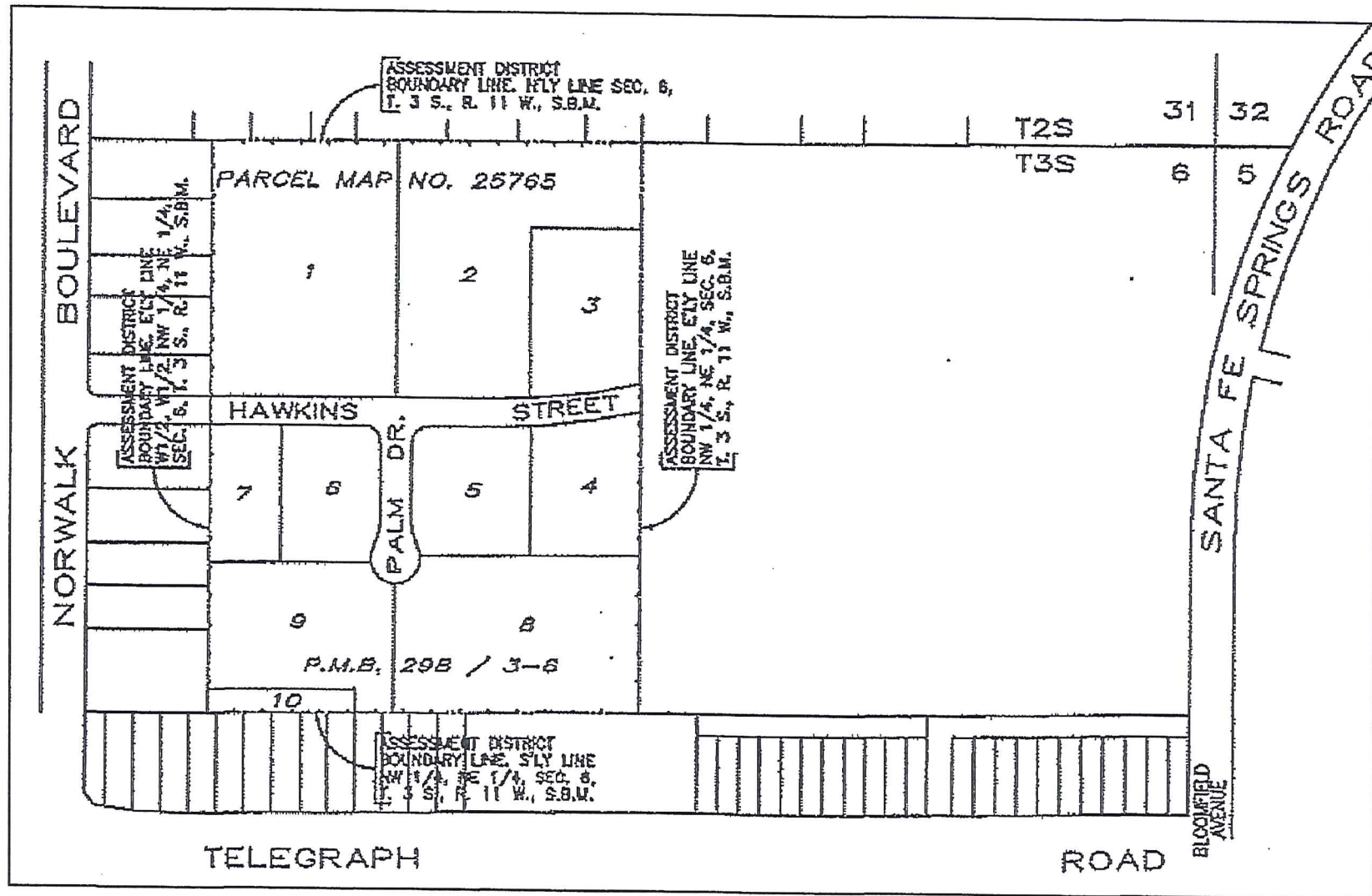
ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
John M. Mora, Mayor

Janet Martinez, CMC, City Clerk

BOUNDARY MAP HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

July 20, 2021

PUBLIC HEARING

Resolution No. 9725– Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2021/22)

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9725 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2021/22.

BACKGROUND

At the Council meeting of June 1, 2021, the City Council adopted Resolution No. 9719 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9719 also set the Public Hearing for 6:00 p.m. on July 6, 2021, but was adjourned to 6:00 p.m. on July 20, 2021, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the Lighting District for the fiscal year 2020/21 is \$194,353. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for the distribution of assessments and the assessment rates over the Lighting District complies with the requirements of State Proposition 218.

FISCAL IMPACT

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

INFRASTRUCTURE IMPACT

The Lighting District provides for increased safety on the roadway, greater visibility for pedestrians and motorists at night and enhanced security, to name a few benefits.

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

Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Resolution No. 9725

Attachment No. 2: Lighting District No. 1 Boundary Map

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

Date of Report: July 16, 2021

RESOLUTION NO. 9725

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR
ANNUAL ASSESSMENT LEVY**

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

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

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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 upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

APPROVED and ADOPTED by the City Council of the City of Santa Fe Springs
at a regular meeting thereof this 20th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

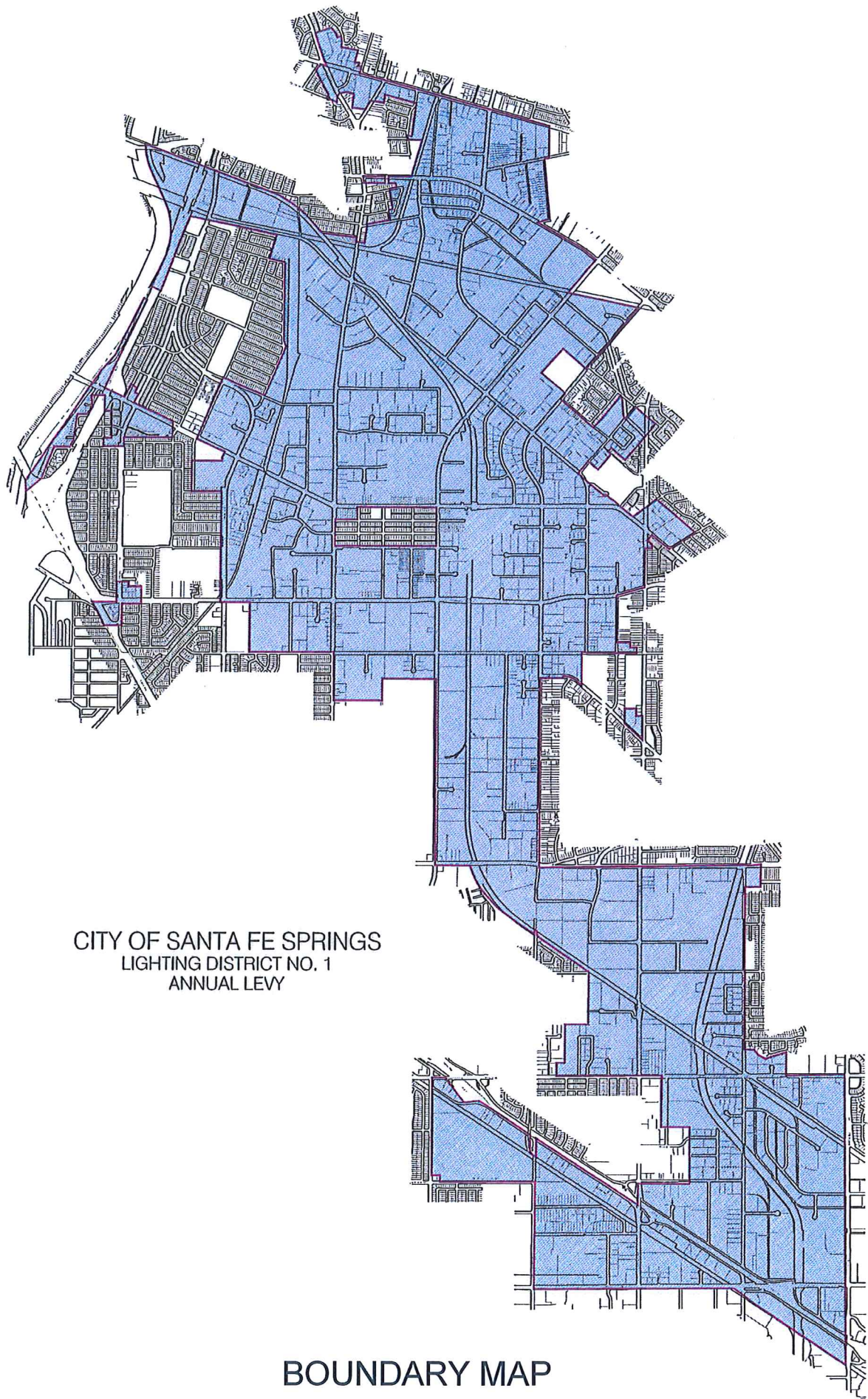
ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



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

BOUNDARY MAP



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15
July 20, 2021

PUBLIC HEARING

Confirmation of 2020/21 Weed Abatement Charges

RECOMMENDATION(S)

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2020/21 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

BACKGROUND

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2020/2021 Weed Abatement Assessment Roll has been posted in City Hall since July 16, 2021.

The attached notice of charges was sent to all Santa Fe Springs property owners listed on the roll.

The Council should hear from anyone who wants to speak on this item. A representative of the County of Los Angeles Agricultural Commission will be in attendance to answer any questions you might have.

Raymond R. Cruz
City Manager

Attachment(s):

1. Los Angeles County Weed Abatement Letter
2. Charge List



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<http://acwm.lacounty.gov>



Protecting Consumers
and the Environment
Since 1881

July 13, 2021

The Honorable City Council
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Council Members:

2020-2021 REPORT ON THE COST OF WEED ABATEMENT

Pursuant to State law, a report on the cost of weed abatement (enclosed) is being submitted to your Honorable Body for confirmation, by motion or resolution, on the 20th day of July, 2021 at the hour of 6:00 p.m. A copy of the report must be posted on or near the chamber door of the City Council at least three days prior to its submission to your Honorable Body, with a notice of the time of submission.

It is my recommendation that your Honorable Body confirm these charges.

After your Honorable Body confirms the weed abatement charges, please send a copy of the confirmation to our Weed Abatement Division at the above address.

Respectfully yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management

Myrna Madrid
Staff Assistant III
Weed Hazard and Integrated Pest Management

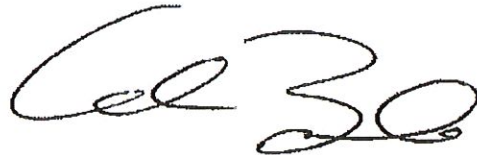
KEF:AZ:mm

Enclosures

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS
)
CITY OF SANTA FE SPRINGS)

Adrian Zavala, Deputy Director, Agricultural Commissioner/Weights and Measures, Weed Abatement Division of the Agricultural Commissioner/Weights and Measures office, of the County of Los Angeles, first being sworn, on oath states:

That on or before the 17th day of July, 2021, he posted or caused to be posted, on or near the chamber door of the City Council of the City of Santa Fe Springs, a copy of his report of the cost of noxious weed abatement on each and all of the properties described in the list hereto attached, of which the annexed is a true copy thereof, setting the 20th day of July, 2021, as the date upon which said report is to be submitted to the City Council of the City of Santa Fe Springs for confirmation.



ADRIAN ZAVALA

SUBSCRIBED AND SWORN TO BEFORE ME

20TH DAY OF JULY, 2021



City Clerk of City of Santa Fe Springs
State of California

REPORT ON THE COST OF WEED ABATEMENT

TO THE CITY COUNCIL OF
THE CITY OF SANTA FE SPRINGS

Council Member:

Pursuant to an order heretofore made by your Honorable Body instructing this Department to abate noxious or dangerous weeds and rubbish under the provisions of the Government Code, we respectfully submit the following report on the cost of abating such noxious weeds on each separate lot or parcel of land, showing the cost of removing such weeds on each separate lot or parcel of land, or in front thereof, or both, to-wit:

(see attached)

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

July 6, 2021

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8002	019	042	05	623	42.55
8	8005	012	027	05	623	42.55
8	8005	012	047	05	623	42.55
8	8005	015	047	05	623	42.55
8	8005	015	048	05	623	42.55
8	8005	015	049	05	623	42.55
8	8005	015	050	05	623	42.55
8	8005	015	051	05	623	42.55
8	8009	001	095	05	623	42.55
8	8009	001	097	05	623	42.55
8	8009	001	098	05	623	42.55
8	8009	001	101	05	623	42.55
8	8009	004	078	05	623	42.55
8	8009	004	079	05	623	42.55
8	8009	004	116	05	623	42.55
8	8009	004	117	05	623	42.55
8	8009	004	118	05	623	42.55
8	8009	004	119	05	623	42.55
8	8009	004	127	05	623	42.55
8	8009	004	128	05	623	42.55
8	8009	022	071	05	623	1,592.93
8	8011	004	031	05	623	42.55
8	8011	004	058	05	623	42.55
8	8011	004	064	05	623	42.55
8	8011	005	013	05	623	42.55
8	8011	005	034	05	623	42.55
8	8011	007	026	05	623	42.55
8	8011	007	027	05	623	42.55
8	8011	007	028	05	623	42.55
8	8011	007	029	05	623	42.55
8	8011	007	038	05	623	42.55
8	8011	007	040	05	623	42.55
8	8011	007	041	05	623	42.55
8	8011	015	041	05	623	42.55
8	8011	017	015	05	623	42.55
8	8011	017	035	05	623	42.55
8	8011	017	036	05	623	42.55
8	8011	017	037	05	623	42.55
8	8011	017	064	05	623	42.55
8	8059	001	017	05	623	42.55
8	8059	029	016	05	623	42.55
8	8069	006	044	05	623	42.55
8	8167	002	025	05	623	42.55
8	8167	002	026	05	623	42.55
8	8167	002	051	05	623	42.55
8	8167	002	052	05	623	42.55

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

July 6, 2021

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8167	002	053	05	623	42.55
8	8168	009	030	05	623	1,440.63
8	8168	022	036	05	623	42.55
8	8168	023	048	05	623	42.55
8	8178	004	065	05	623	42.55
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGE		\$0.00
TOTAL UNIMPROVED PARCELS =			2	TOTAL CHARGE		\$3,033.56
TOTAL INSPECTION FEE ONLY PCLS =			49	TOTAL CHARGE		\$2,084.95
TOTAL PARCELS			51	TOTAL CHARGE		\$5,118.51

July 20, 2021

The foregoing report was submitted to the City Council of the City of Santa Fe Springs on the 20th day of July, 2021, for confirmation and was with all objections thereto duly received and considered, and was by said City Council confirmed, and the County Auditor is hereby ordered and instructed to enter the amounts of the respective assessment against the respective parcels of land as they appear on the current assessment roll.

CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS

By _____
Mayor

ATTEST:

By _____
City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

July 20, 2021

NEW BUSINESS

Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities

RECOMMENDATION(S)

- Approve appointments of Delegate and Alternate Delegate for the Annual Conference & Expo of the League of California Cities scheduled for September 22-24, 2021.

BACKGROUND

The League of California Cities Annual Conference & Expo is scheduled from September 22-24, 2021 and will be held virtually due to COVID-19. One very important aspect of the annual conference is the Annual Business Meeting (during General Assembly) where membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in its efforts to improve the quality, responsiveness, and vitality of local government in California.

On January 14, 2021 the City Council appointed a Council Member Trujillo as the Delegate and Council Member Sarno as the Alternate to the League of California Cities; however in order to allow the City to vote at the Annual Business Meeting the City must approve the appointments separately by submitting the attached documentation from the League of California Cities.

Therefore, it is recommended that the city adopt the existing appointments to allow the Delegate or Alternate to vote at the Annual Business Meeting scheduled for September 24, 2021.

Raymond R. Cruz
City Manager

Attachments:

1. League of California Cities Letter



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

July 20, 2021

NEW BUSINESS

Approve an Agreement with Hinderliter, de Llamas & Associates for Business License Administration and Related Services

RECOMMENDATION

- Authorize the Mayor to execute an agreement with Hinderliter de Llamas & Associates for Business License Administration and related services.
- Appropriate \$100,000 from the General Fund Undesignated Reserves to the contractual services account in the General Fund Finance Activity.

BACKGROUND

The City levies a business license tax on entities and individuals conducting business within City limits; the fee structure of the tax is based on the number of employees employed by the entity or individual. The tax generates approximately \$765,000 in revenue for the City's General Fund. A majority of the revenue is collected as part of the annual renewal process.

Currently, the Finance & Administrative Services Department is responsible for the administration and collection of revenue generated by business licenses issued in the City. The operation is conducted by the Business License Account Clerk and supervised by the Finance Manager and Director of Finance and Administrative Services. The operation includes:

- Processing approximately 3,600 business licenses annually and approximately 200 licenses to contractors per month;
- Serving as a resource to business license customers;
- Processing business license payments and certificates;
- Maintaining the City's in-house business license database;
- Reconciling daily money received with the number of business licenses entered into the business license database;
- Submitting business license filing requirements with the state;

The City, at this point in time, does not have the capacity to conduct dedicated business license discovery services, which focuses on identifying businesses subject to taxation that are not properly registered or otherwise not reporting taxes to the City. The City also does not have the capacity to audit license forms submitted by businesses, such as conducting a verification of the number of reported employees.

Staff is proposing Hinderliter de Llamas & Associates ("HdL") to conduct the administration, discovery and audit of the City's business license tax. Additionally, under this proposal, HdL will conduct a Business License Tax Study to identify best

Report Submitted By: Travis Hickey, Lana Dich, Alvaro Castellon Date of Report: July 16, 2021
Finance and Administrative Services

ITEM NO. __



City of Santa Fe Springs

City Council Meeting

July 20, 2021

practices in the area and to draft a series of possible business tax restructuring options for the City's consideration, which may include modifying the current Business License Tax Ordinance. Based on a preliminary review of the City's Ordinance, HdL has already identified a number of areas where the current tax is outdated and believes modernizing would result in substantially higher revenues while still keeping the City's business license costs in line with neighboring jurisdictions.

The services HdL will conduct for the City include, but are not limited to:

- Processing renewals, new accounts & delinquent accounts;
- Filing, payment processing and general support online through HdL's web-based portal;
- Payment posting/processing;
- Business Support Center via a toll-free number, email, fax and online;
- Business License Tax Revenue Discovery;
- Business License Tax Audits; and
- Business License Tax Study.

In analyzing the costs and the potential benefits to contract the business license function, staff determined that it is more cost effective to outsource the entire function to HdL. Their expertise, capacity and efforts are focused solely on collection and discovery of business license revenue, which will provide an opportunity for additional revenue for the City. They also offer a comprehensive approach to improving revenues and efficiencies while maintaining the high level of customer service our business community has come to expect of our City. HdL's team of Certified Revenue Officers, Auditors, Field Inspectors and Tax Specialists work to ensure the business community receives the highest level of service while monitoring and maintaining the City's tax base. Our City is not unique in contracting for tax administration services as approximately 125 other California agencies have moved in this direction.

HdL is the City's current sales tax revenue consultant and is a leader in the state regarding revenue enhancement services. HdL is currently the only firm that provides comprehensive Business License Administration and related services to California cities. Staff recommends waiving the Request for Proposal ("RFP") requirements in the City's purchasing policy as HdL is deemed to be a sole source provider of such services.

HdL's background and services are fully described in the attached proposal. The proposal also includes information on their Transient Occupancy Tax ("TOT") and Short Term Rental services; however, staff is not recommending engaging HdL for these services at this time.

Report Submitted By: Travis Hickey, Lana Dich, Alvaro Castellon Date of Report: July 16, 2021
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The current Business License Account Clerk will work closely with HdL during the transition and study periods and serve as the Finance Department liaison to HdL on an ongoing basis. The Clerk will also assist and serve as a back-up to the other Account Clerks in the Department covering areas such as Payroll, Accounts Payable, Accounts Receivable, and Water Utility Billing. This will provide substantial assistance and efficiencies in the Department to provide for cross-training and coverage during absences.

CITY ATTORNEY REVIEW

The proposed agreement with HdL is included as attachment 1. The City Attorney has reviewed the agreement with HdL.

FISCAL IMPACT

The proposed fees for the recommended services are as follows:

Business License Administration Services	\$15.00/processed account/per year + CPI
Business License Tax Discovery	35% of Revenues Collected
Business License Tax Audit	35% of Revenues Collected
Business License Tax Study	\$10,000

Increases based on the Consumer Price Index (CPI) for the Business License Administration Services shall occur no more than once a year on the anniversary date of the agreement, based on the CPI for all Urban Consumers – Los Angeles-Long Beach-Anaheim area.

Based on the number of licenses issued each year, the anticipated cost for the Business License Administration Services is approximately \$90,000 per year. For the first year, there is also an additional \$10,000 for the Business License Tax Study. Accordingly, if approved, \$100,000 will be appropriated from the General Fund Undesignated Reserves to the contractual services account in the General Fund Finance Activity. The costs associated for the Business License Tax Discovery and Audit Services would only be incurred to the extent additional revenue is collected.

Savings will be realized from cancellation of the annual software license of the current business license module within the City's Finance System as well as reduced postage, printing, paper, etc. Significant time savings for existing staff will also result in more effective and efficient operations within the Department.

Report Submitted By: Travis Hickey, Lana Dich, Alvaro Castellon Date of Report: July 16, 2021
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City of Santa Fe Springs

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Lastly, additional revenue is anticipated in the long-term through the Business License Tax Discovery and Audit services as well as through the potential enactment of the recommendations from the Business License Tax Study; however, the amount of additional revenue, potentially significant, cannot be reasonably estimated at this time.

Raymond R. Cruz
City Manager

Attachments:

1. Professional Services Agreement
2. HdL Proposal

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
HINDERLITER, DE LLAMAS & ASSOCIATES**

This Professional Services Agreement ("Agreement") is made and effective as of July 20, 2021 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Hinderliter, De Llamas & Associates, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 20, 2021 and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the Business License Administration Services, Business License Tax Discovery, Business License Tax Audit, and Business License Tax Study (Bundled) services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services").

3. PERFORMANCE

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

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. City agrees to pay Consultant \$10,000 upon the execution of this Agreement for the Business License Tax Study services. Compensation for the Business License Administration Services, Business License Tax Discovery, and Business License Tax Audit shall be as set forth in Exhibit A. Increases based on the Consumer Price Index (CPI) for the Business License Administration Services shall occur no more than once a year on the anniversary date of this Agreement, based on the then most recently published Consumer Price Index

for all Urban Consumers, for the Los Angeles-Long Beach-Anaheim area, for all items, using the standard reference base.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least thirty (30) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City for such payment.

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

- B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to

offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

To the City: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: City Manager

To Consultant: HDL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
Attention: _____

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

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

26. SEVERABILITY

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

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONSULTANT

John M. Mora, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Services
	Exhibit B	Insurance Requirements

EXHIBIT A
SERVICES

EXHIBIT B

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability,

and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or

involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

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

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

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

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

City of Santa Fe Springs

Tax & Fee Administration Services

May 19, 2021

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Mr. Ray Cruz, City Manager
City of Santa Fe Springs
11710 Telegraph
Santa Fe Springs, CA 90670

Dear Mr. Cruz,

Thank you for the opportunity to present this proposal for HdL's Tax and Fee Administration Services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined upon receipt of a signed agreement.

This proposal is valid until **July 31, 2021**.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Tax and Fee Administration Services

Services	Fees
Transient Occupancy Tax Administration	\$750.00/year/quarterly filer + CPI \$800.00/year/monthly filer + CPI
Transient Occupancy Tax - Audits Only	\$2,000/audit
Short Term Rental Administration	\$15.00/processed account + CPI 35% of all revenue for compliance efforts
Business License Administration Services	\$15.00/processed account/per year + CPI
Business License Tax Discovery	35% of Revenues Collected
Business License Tax Audit	35% of Revenues Collected
Business License Tax Study <ul style="list-style-type: none">Stand Alone	\$15,000.00
<ul style="list-style-type: none">Bundled with Business License Administration Services	\$10,000.00

General Scope of Work

HdL offers robust solutions for managing compliance of municipal Business License Taxes and its related functions. HdL is ever mindful of the important role that customer service plays in the successful implementation of a compliance and revenue collection program. Therefore, HdL will make every effort to ensure that all communications with the City's business community is kept at a professional level maintaining a careful balance between compliance, revenue collection, tactfulness, sensitivity, and taxpayer education.

The Business License Tax Administration Service provides a turnkey approach for local governments that need assistance with administering business license taxes. Our team of experts can manage all or parts of the business tax operations conducted by the City. When combined with the Compliance Management services, the City receives the benefit of increased revenues and superior customer service, while reducing internal costs and gaining efficiencies.

Business License Tax Administration (Includes Revenue Discovery/Audits)

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and

education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax - Revenue Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax – Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable to meet the audit date selected by the City, all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance-related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business-to-business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining the next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report, businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures to prevent future errors and deficiencies. Businesses found in compliance will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

Transient Occupancy Tax Administration Services

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day-to-day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City

is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years. The compliance audit process is described above in Option 1.

Reports – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

Progress Payments – HdL's TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.

HdL's Transient Occupancy Tax - Audit Only Service

HdL's Transient Occupancy Tax Audit Service employs a business-friendly approach which educates hoteliers in transient occupancy tax regulations and filing procedures, ensures compliance, and maximizes agency revenues. The process incorporates the following:

Ordinance and Filing Procedure Review – Analysis of Transient Occupancy Tax ordinances and agency procedures are conducted to identify possible deficiencies or other administration related issues. Recommendations are made by the audit team for items such as to best practices, form design, and potential ordinance modifications to insure the most effective policies and controls.

Analysis Report – HdL's audit team will obtain and conduct a review of the most recent 36 months of transient occupancy tax filings. To verify and augment the data, the audit team will compile a variety of supplemental information on each property, including number of rooms, occupancy rate, physical condition, and business dynamics. Data is then further scrutinized to identify unusual or suspicious reporting and/or other variables that indicate cause for further review. Information and findings are documented in the analysis report for review with the Agency.

Analysis Review – Upon completion of the analysis report, meetings are scheduled with the agency to review the results as well as identify and recommend lodging providers who require additional investigation or examination to determine their compliance with the Agency's ordinance.

Audit Notification & Scheduling – Lodging providers selected by HdL and approved by the Agency for an audit are sent a letter and scheduled for a Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. Lodging providers will be reminded of the documents required for the audit that were discussed in webinars and previous communications. Lodging providers are afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team reviews the books and records of the lodging provider to determine compliance with transient occupancy tax regulations. HdL validates taxable gross rents, exemptions, bank statements, daily/monthly summaries, and other relevant information for determining compliance. Supporting documentation for relevant items such as exemptions will also be documented for accuracy.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report is generated and reviewed with the Agency. The report indicates specific results of the reviews and recommended actions. Documentation will be included with the report to assist the Agency and HdL in determining next steps.

Deficiency and Commendation Notification – Upon final review with the Agency, lodging providers that are found to have deficiencies are notified of the findings as well as payment and appeal processes. Appointments are also scheduled to review the findings and educate taxpayers on proper filing procedures designed to prevent future errors and deficiencies. Lodging providers found to be compliant are sent a commendation letter thanking them for their cooperation and compliance.

Invoicing & Collections – Lodging providers found to be underreporting are invoiced through the standard Agency approved collections process identical to the procedures approved for

other Programs. Balances are collected and remitted along with supporting documentation to the Agency through approved remittance processes.

Short Term Rental Administration

The Short-Term Rental (STR) Program provided by HdL takes a unique approach in ensuring compliance and educating lodging providers, including short term rental hosts (STR Hosts), in transient occupancy tax regulations and filing procedures, regulatory permits and licensing, and other City specific goals and objectives. HdL's program involves a modular, customer service centric approach, that reduces City administrative costs and provides the City with assurances of future compliance and reporting practices from the City's short-term rental lodging industry.

HdL's modular approach starts with a detailed analysis of STR listing on a variety of published methods, including Airbnb, Home Away, VRBO, etc. This process creates a full inventory of short-term rentals within the City's proscribed geographic boundary, including the full name of the owner and the physical address of the unit. Each STR is tracked and updated nightly with valuable data that can include items such as number of nights rented, average occupancy rates, room rates, as well as trend and usage reporting.

Following identification, HdL conducts a targeted education and compliance campaign designed to inform STR Hosts of their obligations to file and remit taxes and other requisite licenses and permits as may be needed. Each lodging provider is provided a full overview of the requirements and how to best comply both in the present and the future. During the registration process, HdL offers a variety of support options to the community including online filing, file-by-phone, email, and registration via standard mail. HdL tax and license specialists are available throughout the process to provide support to the STR community and to assist in the registration process.

Once registered, accounts move into a standard administration process. HdL manages the filing of tax returns and other prerequisites on a quarterly or monthly basis, depending on City requirements. This includes mailing of tax returns, processing of payments, customer support, delinquency follow up, and the development and management of an online portal for registration, filing, payments, and other support related needs.

STR Identification & Monitoring

HdL compiles a list of all actively posted short term rentals available from a wide array of sources. Lists are compiled and aggregated to accommodate duplicate listings from various sites. During the identification and monitoring process, HdL will:

- Scan over 20 different rental sites, including global aggregators like HomeAway/VRBO Airbnb, Turnkey.com, and Booking.com, national aggregators like Vacasa and Turnkey and small, local property management firms.
- Match Listings to specific parcels using GIS and property tax assessor data.
- Create comparison reports to determine which properties may already be compliant or registered and paying taxes.

- Provide visual map of all listings within the City.
- Record listing details such as start date, various sites linked to, other information. necessary for documenting evidence of STR activity; and
- Continually monitor activity to identify and record new listings and closures to ensure accurate real-time identification and monitoring.

Education, Registration, and Compliance

Using the list of active STR listings, HdL conducts a series of City approved education-based programs ranging from mailers to direct phone contacts. Each packet contains all the information necessary to obtain registration and comply with local requirements. HdL assists STR hosts throughout the program with information and support with all aspects of becoming compliant. During this program, HdL will:

- Validate listing to ensure proper identification and filter out records that may lead to erroneous contacts.
- Notify non-compliant entities with a series of education-based packets designed to garner compliance.
- Provide a support center for assistance with general questions, support, and assistance with filing and paying returns.
- Provide online portal with links to FAQs, education packets, and support for registering, filing returns, and making payments online.
- Follow up with non-compliant accounts to obtain registration.
- Work with City to identify additional requirements and ensure collection of data necessary to enforcement procedures.
- Establish optional implementation items such as amnesty programs, back tax and penalty provisions, and other pre-registration programs.

Business License Tax Ordinance/Fee Study

Current Tax Registry Analysis - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information to provide an accurate baseline for current models and the impact of changes.

Fee Analysis and Comparative Study - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will

prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes, or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

July 20, 2021

NEW BUSINESS

Approval of Personnel Modifications

RECOMMENDATION:

- Approve the classification specification changes for the position of Environmental Protection/Fire Prevention Specialist.
- Adopt classification specifications for the following positions: Assistant Director of Planning, and Assistant Director of Police Services.
- Approve changes to the City's salary schedule.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classification for the Environmental Protection/Fire Prevention Specialist to more accurately reflect the current job duties, responsibilities, and qualifications for this position.

A review of the minimum requirements of this position was performed by Department staff (both Fire-Rescue and Human Resources). The classification specification has also been given an appropriate review by the Santa Fe Springs Firemen's Association with no substantive changes. There is no budgetary impact, as this is simply a change to the classification specification.

The most notable changes proposed are:

- Change from P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) Certificate from required to preferred.
- International Code Council Certified Underground Storage Tank inspector from required to preferred.
- Addition of California Above Ground Petroleum Storage Act (APSA) required within one year of employment.

Position Title Change

The City Council approved the FY 2021-2022 budget on June 29, 2021. Along with that were several positions that had been reviewed for reclassification to more accurately meet the current duties that were being performed. The Human Resources Office worked with Department staff to create new classification specifications. These classification specifications have been given an appropriate review by the Executive, Management and Confidential (EMC) Association with no substantive changes. The reclassifications are as follows:

Report Submitted By: Travis Hickey and Debbie Ford
Finance and Administrative Services

Date of Report: July 16, 2021



City of Santa Fe Springs

City Council Meeting

July 20, 2021

- Planning Department
Senior Planner to Assistant Director of Planning
- Police Services
Management Analyst II to Assistant Director of Police Services

The reclassifications require adjustments to the City's approved salary schedule to add the positions to an existing salary range. Both positions are recommended to be included in salary classification 054 which is as follows:

Salary Classification 054				
Step		Monthly	Bi-weekly	Hourly
A-1		7,833.014	3,615.237	45.190
B-2		8,264.818	3,814.531	47.682
C-3		8,719.469	4,024.370	50.305
D-4		9,199.251	4,245.808	53.073
E-5		9,705.306	4,479.372	55.992

Other positions within this classification include: Director of Purchasing Services, Library Services Division Director, Parks & Recreation Services Manager, and Family & Human Services Manager. There are no changes to salary levels of this classification; the only change is to add the Assistant Director of Planning and Assistant Director of Police Services to the existing classification.

For reference, the existing salary ranges of the Senior Planner and Management Analyst II are as follows:

Senior Planner				
Step		Monthly	Bi-weekly	Hourly
A-1		6,992.252	3,227.193	40.340
B-2		7,371.509	3,402.235	42.528
C-3		7,774.754	3,588.348	44.854
D-4		8,198.562	3,783.952	47.299
E-5		8,645.216	3,990.100	49.876



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Management Analyst II				
Step		Monthly	Bi-weekly	Hourly
A-1		6,085.237	2,808.571	35.107
B-2		6,421.083	2,963.577	37.045
C-3		6,775.208	3,127.019	39.088
D-4		7,147.611	3,298.897	41.236
E-5		7,540.576	3,480.266	43.503

FISCAL IMPACT

The costs for these positions were included in the FY 2021-2022 adopted budget.

A handwritten signature in blue ink, which appears to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. Job description/specification – Environmental Protection/Fire Prevention Specialist
2. Job description/specification – Assistant Director of Planning
3. Job description/specification – Assistant Director of Police Services

CITY OF SANTA FE SPRINGS
ENVIRONMENTAL PROTECTION/FIRE PREVENTION SPECIALIST

Bargaining Unit: SFSFA

Job Code: 13110

FLSA Status: Non-Exempt

Date Prepared: 7/20/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, implantation of laws, regulations and codes pertaining to programs overseen by the Environmental Protection Division (EPD) and/or the Fire Prevention Bureau (FPB); investigates and responds to hazardous materials incidents; provides technical guidance and support to fire suppression personnel; provide unique expertise on one or more California Environmental Protection Agency (CalEPA) designated Unified Programs and/or conducts plan and permit reviews for fire code and standards compliance; provides education to the business and residential community regarding environmental laws and protection of the environment.

SUPERVISION RECEIVED:

Receives general supervision from the Environmental Programs Manager and/or the Deputy Fire Marshal.

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. Determines if new and existing facilities are subject to EPD and/or FPB regulations; inspects facilities to determine compliance with permits/standards administered by the EPD and/or FPB.
2. Reviews plans for compliance; conducts plan check reviews for underground storage tank systems, industrial wastewater pretreatment units and fire protection system among others. Inspects new fire protection system installations, repairs, and modifications.
3. Oversees testing and monitoring of underground storage tanks to ensure compliance with state laws; issues operating permits.
4. Conducts environmental surveys, field inspections, monitoring programs, and data collection; collects samples and specimens for laboratory analysis; interprets laboratory findings.
5. Responds to and investigates complaints related to improper handling and disposal of hazardous and industrial grade materials; makes appropriate decisions on mitigating the incident.
6. Assist emergency responders during emergency situations on weekends and after normal work hours.

C. Other Job Specific Duties

1. Reviews business size and setting; determines minimum adequacy requirements; adopts standards for business plans; defines reporting requirements for the release of hazardous materials.
2. Prepares reports based on field notes; issues field orders, citations, and violation notices; Gathers evidence of violations and non-compliance.
3. Enforces filing requirements for disclosure of hazardous materials inventory and emergency response plan, permit applications, financial responsibility and financial assurance, notifications, forms, and other required documents.
4. Prepares and delivers presentations to the public, business groups, students, administrators, educational institutions, and non-profit organizations.
5. Meets with industry representatives and governmental agencies regarding work related topics such as requirements, pollution prevention and compliance issues.
6. Performs joint or combined inspections with federal, state, and local agencies.
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:

- CalEPA Unified Programs as defined in Title 27 of the California Code of Regulations.
- California Fire Code
- National Fire Protection Association standards
- Administration and organization; principles of municipal budget analysis, preparation and control.
- Program and project management.
- Federal, state, and local laws, codes, and regulations.
- Policies, procedures, and rules of the City and the Department of Fire – Rescue.
- Practices and principles of conducting inspections, investigations and enforcement.
- Modern office procedures and equipment including computers.
- Word processing and other related software applications.

Ability to:

- Interpret and explain City and departmental policies and procedures.
- Research, analyze, and evaluate new program techniques, methods and procedures.
- Prepare clear and concise reports.
- Make effective public presentations.
- Communicate effectively verbally and in writing.
- Work with accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish and maintain effective working relationships with those contacted in the course of work including a variety of City and other government officials, community groups and the general public.

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:

Education:

- Bachelor's degree in environmental studies, chemistry, chemical engineering or related field; a graduate level degree in public/business administration, or hazardous materials/environmental management, and/or Professional Engineer preferred.

Experience:

- Three (3) years of increasingly responsible experience in fire and/or environmental program management, CUPA program administration and/or hazardous materials management or equivalent. Municipal experience highly preferred.

Licenses & Certificates:

- A valid State of California driver's license and an acceptable driving record is required at time of appointment.
- Certificate of First Responder Operations (FRO) level OSHA training; Hazardous Materials Technician level certification or higher preferred
- P.C. 832 Peace Officer's Standards and Training (P.O.S.T.) Certificate, preferred.
- International Code Council Certified Underground Storage Tank inspector, preferred.
- California Above Ground Petroleum Storage Act (APSA) required within one year of employment.
- A certificate in hazardous materials/environmental management or Registered Environmental Health Specialist preferred.

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, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CITY OF SANTA FE SPRINGS
ASSISTANT DIRECTOR OF PLANNING**

Unit: EMC (Management)

Job Code:

FLSA Status: Exempt

Date Prepared: 7/20/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general direction, oversee the planning, organizing, oversight, coordination and review of Planning staff performing professional, technical, and administrative planning duties in current and/or long-range planning; The position provides professional assistance to the Director of Planning, the City Council, the Planning Commission and other area of expertise, and acts as the Director of Planning during his/her absence; serves as a member of the City's Management Team.

SUPERVISION RECEIVED:

Receives direction from the Director of Planning.

SUPERVISION EXERCISED:

Exercises direct supervision over subordinate planning staff, including consultants working on specific projects for the Planning Department; indirect supervision over clerical staff in the absence of the Director of Planning.

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. Provides responsible administrative support to the Director of Planning in carrying out the functions of the department.

2. Oversee, coordinates, supervises and manages a wide variety of planning and community development projects.
3. Assists the Director of Planning with responding to service requests emanating from direct public inquiries, the City Manager's office, or elected/appointed officials.
4. Assists the Director of Planning with the coordination of workload and review specific projects for planning department employees and consultants.
5. Assists the Director of Planning with the management, development and implementation of departmental goals, objectives, policies, and priorities.
6. Manages complex planning projects or directs the work of others involved in the preparation and review of current or long range planning projects.
7. Functions as a lead information source or analyst for all subordinate planners and interns.
8. Assists subordinate staff with answers to inquiries and questions whether in person and on the telephone.
9. Ensures that planning activities are conducted in accordance with federal and state law, City ordinances, rules, and regulations.
10. Ensures that legal requirements involving entitlement processing are adhered to, including the publishing and posting of public notices.
11. Reviews and edits draft reports and other correspondence for subordinate planners and interns.
12. Make presentations to various Committees, Advisory Boards, Planning Commission, and City Council as directed.
13. Evaluate and consider appropriate uses of various planning tools, subscriptions, and associations.
14. Maintain cooperative working relationships with other divisions, departments, agencies, civic and professional organizations and general public.
15. Attends conferences, meeting, or other public functions.
16. Helps resolves conflicts for all subordinate planners and interns.
17. Make recommendation and assists in the development of ordinances and regulations as appropriate.

C. Other Job Specific Duties:

1. Assists the Director of Planning with oversight of all Department functions.
2. Prepares and reviews meeting agendas and staff reports
3. Selects, trains, motivates, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies.
4. Communicates and coordinates with customers and clients such as developers, real estate brokers, business owners, and property owners.
5. Assists the Director of Planning with the management of the ongoing development and administration of the Department budget; monitors and approves expenditures; implements adjustments.
6. Serve as a backup to the Director of Planning in representing the Department to other City departments, elected officials, and outside agencies.
7. Makes informational presentations to City committees, civic organizations, business groups, and public gatherings.

8. Responds to, manages and resolves sensitive citizen inquiries and complaints.
9. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

City Codes and Ordinances.

Zoning regulations.

State Redevelopment Law.

Applicable Federal, State and local laws, codes and regulations, such as the State Subdivision Map Act and the California Environmental Quality Act (CEQA)

State Subdivision Map Act and CEQA.

Principles of supervision, training, and performance evaluation.

Principles and practices of program development and administration.

Advanced principles and practices of budget preparation and administration.

Federal, state, and local land use laws, codes, and regulations.

English usage, spelling, grammar, and punctuation.

Modern office procedures and equipment including computers.

Word processing, spreadsheet, presentation and other related software applications.

Ability to:

Plan, organize, direct, and coordinate the work of professional supervisory and technical personnel.

Select, supervise, train and evaluate staff.

Provide administrative and professional leadership and direction.

Identify and respond to community issues, concerns and needs.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Analyze problems; identify alternative solutions and project consequences of proposed actions; implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Prepare clear and concise administrative and financial reports.

Interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Work collaboratively as a member of the City's Management team.

Make effective public presentations.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

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:

- Bachelor's degree in Urban and Regional Planning or a related field.
- A Master's degree and/or certification by the American Institute of Certified Planners (AICP) are highly desired.
- Five (5) years of increasingly responsible professional experience in urban planning with a minimum of two (2) years in a supervisory role.
- A valid State of California – Class C Driver's License and have a satisfactory driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to 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 and stand for extended periods of time.*
- *Walk 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.*

**CITY OF SANTA FE SPRINGS
ASSISTANT DIRECTOR OF POLICE SERVICES**

Unit: EMC (Management)

Job Code:

FLSA Status: Exempt

Date Prepared: 7/20/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general direction, oversees various public safety programs; assists the Director in planning and coordinating all department activities; ensures that the services and programs meet the needs of the community; supervises the administrative and operational functions of public safety personnel, code enforcement, intervention , and administrative staff; provides leadership, direction and technical expertise for public safety related matters; serves as a member of the City's Management Team.

SUPERVISION RECEIVED:

Receives general supervision from the Director of Police Services.

SUPERVISION EXERCISED:

Exercises direct supervision over subordinate public safety staff.

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. Manages and participates in the development and implementation of the goals and objectives as they relate to the overall department; ensures staff workload is completed accurately and efficiently; ensure staff follow-up as it relates to community requests for service, reviews, monitors and analyzes the effectiveness of service delivery methods and procedures; oversees the recruitment of full-time and part-time personnel; develops training programs, implements policies and procedures.

2. Supervises a variety of public safety programs and services.
3. Evaluates the need for public safety programs and makes appropriate recommendations.
4. Identifies solutions to issues relating to community calls for service; reports activity to staff and multi-agency groups; directs staff to take action to address pending issues; communicates with residents regarding further investigation and follow-up; identifies other solutions to address reported issues; provides feedback to staff and community.
5. Assists in preparing and administering the department's budget; approves and monitors expenditures and revenues; drafts comprehensive agenda reports and correspondence for the city council and committees/commissions; researches related grant opportunities, prepares related grant proposals and administers current grant awards; conducts special research and projects.
6. Plans, coordinates, directs and oversees services and activities within the department. Identifies work assignments, projects and programs; monitors workload; evaluates work productivity, methods and procedures; assesses community needs and trends; directs appropriate department strategies.

C. Other Job Specific Duties

1. Develops, conducts, and coordinates outreach of Police Service resources and activities.
2. Oversees regulatory and conditional use permits.
3. Oversees, administers, and manages department agreements for parking revenue, restitution and code compliance.
4. Oversees city contract for animal licensing with SEAACA. Oversees City facility security systems and department equipment management systems.
5. Develops and implements department operational policies and procedures and explains them to staff.
6. Coordinates risk management actions with respect to department operations.
7. Recommends modifications to the City Municipal Code.
8. Supervises, counsels, trains, evaluates, and schedules assigned staff, including full-time and part-time employees.
9. May serve as liaison to federal, state, and local agencies.
10. Acts as Director of Police Services in his/her absence.
11. Makes oral presentations at city events, for city committees, community functions, and city council meetings.
12. 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:

Principles, practices, and procedures of municipal code enforcement, law enforcement and crime prevention; basic research methods; statistical analysis; departmental policies and procedures; principles of leadership, organizational management, supervision,

training, and performance evaluation; Federal, State, and Local Laws, codes, and regulations; operations and activities of local government; principles, methods and administration of budgeting; modern office procedures and equipment including computers; word processing and other related software applications.

Ability to:

Resolve citizen concerns and complaints; analyze statistical data and reports; make sound and logical recommendations; exercise good judgment; supervise, train, and evaluate assigned staff; follow written and oral instructions; work collaboratively as a member of the City's Management Team; make effective public presentations; communicate effectively verbally and in writing; work with accuracy and attention to detail; operate and use modern office equipment; effectively organize and prioritize assigned work; establish and maintain effective working relationships with the public and all levels of staff and management.

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:

- Bachelor's Degree in Public Administration, Criminal Justice, or a closely related field.
- Three (3) years of related professional, administrative experience working in a local government public safety or law enforcement agency, including two (2) years of supervisory experience.
- A valid State of California driver's license and an acceptable driving record.
- Ability to speak and understand Spanish preferred.

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, 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.*



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20

July 20, 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	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Rodriguez
Youth Leadership Committee	1	Trujillo

Applications Received: None

Recent Actions: Savanna Aguayo, Bernardo Landin, Valerie Melendez, and Christian Zamora were removed from the Youth Leadership Committee (graduated).

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)

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

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

Mora	Martha Villanueva*	
	Vacant	
	Miriam Herrera	

Zamora	Gaby Garcia	
	Christina J. Colon	
	Gilbert Aguirre	

Sarno	Dolores Duran	
	Janie Aguirre	
	Peggy Radoumis	

Rodriguez		Shamsher Bhandari	
		Elena Lopez	
		Hilda Zamora	

Trujillo	Dolores Romero	
	Laurie Rios*	
	Bonnie Fox	

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	Vacant
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
Mora	Joe Avila	DEC 31, 2022
	Eddie Barrios	
	William Logan	
	Ralph Aranda	
	Kurt Hamra	
Zamora	Gina Hernandez	
	Blake Carter	
	Vacant	
	Vacant	
Sarno	Kenneth Arnold	
	Mary Anderson	
	Jeannette Lizarraga	
	Vacant	
	Mark Scoggins	
Rodriguez	Kayla Perez	
	Priscilla Rodriguez	
	Lisa Garcia	
	Sylvia Perez	
	David Diaz-Infante	
Trujillo	Dolores Romero	
	Andrea Lopez	
	Elizabeth Ford	
	Nancy Krueger	
	Vacant	

**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	

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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	
	Vacant	
	Vacant	
	Vacant	
Zamora	Vacant	
	Elena Lopez Armendariz	
	Josefina Lara	
	Vacant	
	Vacant	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
Trujillo	Dolores Duran	
	Vacant	
	Vacant	
	Vacant	
	Vacant	

**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
Jilliana Casillas
Vacant
Vacant

Zamora

Joseph Casillas
Vacant
Vacant
Vacant

Sarno

Abraham Walters
Aaron D. Doss
Valerie Bojorquez
Maya Mercado-Garcia

Rodriguez

Jasmine Rodriguez
Angelique Duque
Felix Miranda Jr.
Vacant

Trujillo

Vacant
Isaac Aguilar
Andrew Bojorquez
Alan Avalos