



AGENDA

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

December 7, 2021
6:00 P.M.

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

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public 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 sign-in using the sheet available with front staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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

December 7, 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 November 16, 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 November 16, 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.

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 November 2, 16, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

9. 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 November 2, 16, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

- a. Minutes of the November 2, 16, 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 Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9746:
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.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9747:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

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

Recommendation:

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

e. Second Reading of Ordinance No. 1119 Repealing and Replacing Chapter 50 (Collection of Solid Waste and Recyclables) of Title V of the Santa Fe Springs Municipal Code (City Manager)

Recommendation:

- Adopt Ordinance No. 1119:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL CODE

f. Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) – Award of Contract (Public Works)

Recommendation:

- Appropriate additional \$35,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Heritage Park Train Exhibit Improvements (PW200101);
- Accept the bids; and
- Award a contract to U.S. National Corp. dba Jimenez Painting Company of Pacoima, California, in the amount of \$46,280.00.

g. City's Batting Cage Facility Concession Agreement – Approve One Year Extension (Public Works)

Recommendation:

- Approve Contract Amendment Number Three with Henry Hernandez to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number Three.

h. City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 8 (Public Works)

Recommendation:

- Approve Amendment No. 8 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

i. 2022 5K Fun Run/Walk Traffic Control Plans – Request for Approval (Public Works)

Recommendation:

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue, and Telegraph Road for the detouring traffic for the 2022 5K Fun Run/Walk route on Saturday, March 12, 2022.

j. Heritage Park Train Exhibit Improvements (Paint and Refurbish Box Car) – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

k. Resolution No. 9741 – Authorize the City Treasurer and the Assistant City Treasurer Authority to Direct and Manage Cash Management Services (Finance)

Recommendation:

- Adopt Resolution No. 9741 authorizing the City Treasurer and the Assistant City Treasurer to direct and manage cash management services.

l. Approve Resolution No. 9743 Approving Salary Schedule Modifications to Comply with Minimum Wage Requirements (Finance)

Recommendation:

- Adopt Resolution No. 9743 approving the salary schedule changes outlined below and attached to be effective with the pay period starting December 19, 2021.

m. Adopt Resolution No. 9744 to Document the Existing CalPERS Employer Paid Member Contributions (EPMC) Benefits (Finance)

Recommendation:

- Adopt Resolution No. 9744 to document the existing CalPERS Employer Paid Member Contributions (EPMC) Benefits with CalPERS.

n. Resolution No. 9740 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties (Fire)

Recommendation:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

PUBLIC HEARING

11. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

Recommendation:

- Continue the appeal hearing to the January 18, 2022 City Council Meeting.

12. Notice of Availability and Public Hearing to solicit comments on the Draft Environmental Impact Report (DEIR) for the 2040 General Plan and Targeted Zoning Code Update (Planning)

Recommendation:

- Open the public hearing and receive public comments on the Draft Environmental Impact Report and thereafter close the public hearing.

NEW BUSINESS

13. Resolution No. 9742 – Request for Parking Restrictions during Certain Hours on Rivera Road, Wellsford Place and Chetle Avenue (Public Works)

Recommendation:

- Adopt Resolution No. 9742 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. and a tow-away zone for vehicles that violate the restriction at the following locations:
 1. Both sides of Rivera Road from Sorensen Avenue to Chetle Avenue
 2. Both sides of Wellsford Place from Rivera Road to its southerly terminus
 3. West side of Chetle Avenue from Rivera Road to Slauson Avenue

14. Los Nietos Park Playground Improvements Project – Authorize the purchase of One (1) Miracle Playground Equipment Set and Installation/Site Work Service by piggybacking off Sourcewell Contract Number 010521-LTS (Public Works)

Recommendation:

- Approve adding the Los Nietos Park Playground Improvements Project to the Capital Improvement Plan;
- Adopt Resolution Number 9745 approving the filing of an application for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for the Los Nietos Park Playground Improvement Project;
- Authorize the Director of Purchasing to purchase one (1) Miracle Playground Equipment Set and Installation/Site work Services utilizing the Sourcewell cooperative contract number 010521-LTS; and
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$415,574.98 for this playground improvement.
- Appoint the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

15. Approve an Agreement with Paymentus Corporation for Water Utility Payment, eBill Presentment and Outbound Customer Notification and Reminder Services (Finance)

Recommendation:

- Authorize the Mayor to execute an agreement with Paymentus Corporation, in a final form approved by the City Attorney's office, for water utility payment (online, mobile, instant payment network ("IPN")) & Interactive Voice Response system ("IVR"), eBill presentment and

outbound customer notification and reminder services.

16. Approve an Agreement with Mission Square (formerly ICMA-RC) for Administrative, Recordkeeping, and Communication Services Pertaining to the 457(b), 401(a) and the 457 PTS Deferred Compensation Plans (Finance)

Recommendation:

- Approve an agreement with Mission Square (formerly ICMA-RC), in a final form approved by the City Attorney's office, for the administrative, recordkeeping and communication services ("services") pertaining to the City's 457(b), 401(a) and the 457 PTS Deferred Compensation Plans.

17. Authorize the Lease of Stationary Automated License Plate Reader Cameras (ALPR) (Police Services)

Recommendation:

- Approve utilizing existing funds from the City's General Fund to lease 20 Automated License Plate Readers (ALPR); and
- Authorize the Director of Police Services to enter into a one-year leasing agreement with Flock Group Inc. for 20 Automated License Plate Readers (ALPR) in an amount not to exceed \$55,000.

18. **PRESENTATIONS**

Recognition of Mark Iezza for Eagle Scout Project for renovation of the Serenity Zen Garden at the Gus Velasco Neighborhood Center (Community Services)

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

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

21. **COUNCIL COMMENTS**

CLOSED SESSION


22. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two Cases

23. **CLOSED SESSION REPORT**

24. **ADJOURNMENT**

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; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.


Janet Martinez, CMC, City Clerk

December 3, 2021
Date Posted

FOR ITEM NO. 6A
PLEASE SEE ITEM NO. 10A



CONSENT AGENDA

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 11/30/2021

None

Outstanding principal at 11/30/2021

\$41,765,000

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. 10A



CONSENT AGENDA

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 11/30/2021	None
Outstanding principal at 11/30/2021	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 11/30/2021	None
Outstanding principal at 11/30/2021	\$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



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

December 7, 2021

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 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 Council approved awarding the contract to General Pump Company, Inc. to assess Water Well No. 2. The contractor has submitted to the City their draft report, which confirmed only one contaminant, and provided two scenarios for treatment. Staff is reviewing the draft report and will look to finalize the report with General Pump Company.

FISCAL IMPACT

A total of \$167,000 has been budgeted for Water Well No. 2 assessment.

INFRASTRUCTURE IMPACT

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.

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

Raymond R. Cruz
Executive Director

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: December 2, 2021

FOR ITEM NO. 8
PLEASE SEE ITEM NO. 10A

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 10A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10A

December 7, 2021

CONSENT AGENDA

Minutes of the November 2 and 16, 2021 Regular and Special City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of November 2, 2021
- Special City Council Meeting of November 2, 2021
- Regular City Council Meeting of November 16, 2021

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. November 2, 2021 Meeting Minutes
2. November 2, 2021 Special Meeting Minutes
3. November 16, 2021 Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

November 2, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 6:04 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**

Councilmember Zamora led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

The following persons spoke during Public Comments: Leticia Vasquez-Wilson and Ronald Wilson spoke in person. Annie Lozano submitted a comment via email.

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 October 5, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: 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 October 5, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: 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 October 5, 2021 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. A Resolution of the City Council Authorizing Remote Teleconference Meetings (City Attorney)

Recommendation:

Adopt Resolution No. 9735:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

c. A Resolution of the City Council Suspending Section 32.36 of the Santa Fe Springs Municipal Code as to Planning Commission Chairperson Ken Arnold Due to Special Circumstances (City Attorney)

Recommendation:

Adopt Resolution No. 9736:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS SUSPENDING SECTION 32.36 OF THE SANTA FE SPRINGS MUNICIPAL CODE AS TO PLANNING COMMISSION CHAIRPERSON KEN ARNOLD DUE TO SPECIAL CIRCUMSTANCES.

d. Valley View Avenue/Rosecrans Avenue Intersection Improvements – Rejection of Bids (Public Works)

Recommendation:

- Reject the bids submitted for the Valley View Avenue / Rosecrans Avenue Intersection Improvements project; and
- Authorize the City Engineer to re-solicit bid proposals for the Valley View Avenue / Rosecrans Avenue Intersection Improvements project.

e. Little Lake Park Bus Stop Improvements – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment (less 5% Retention) to EBS General Engineering, Inc. of Corona, California in the amount of \$24,335.20 for the subject project.

f. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2020-21 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2020-21.

g. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2020-21 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2020-21.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

PUBLIC HEARING

9. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

Recommendations:

- Continue the appeal hearing to the December 7, 2021 City Council Meeting.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Zamora, to continue the appeal hearing to the December 7, 2021 City Council Meeting, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

NEW BUSINESS

10. Purchase of One (1) New 2022 Ford F-550 with Chipper Dump Body from Fairway Ford (Finance)

Recommendation:

- Purchase of one (1) new 2022 F-550 with Chipper Dump Body from Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$80,118.58 to Fairway Ford.

It was moved by Councilmember Zamora, seconded by Councilmember Sarno, to purchase one (1) new 2022 F-550 with Chipper Dump Body from Fairway Ford, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$80,0118.58 to Fairway Ford, by the following vote:

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

11. Purchase of One (1) New 2022 Ford Ranger from Fairway Ford (Finance)

Recommendation:

- Purchase of one (1) New 2022 Ford Ranger by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,852.54 to Fairway Ford.

Director of Police Services, Dino Torres stated that City graphics will be added to the vehicle.

It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, to purchase one (1) new 2022 Ford Ranger by awarding an order to Fairway Ford, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,852.54 for Fairway Ford, by the following vote:

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

12. Approval of Agreement between the City of Santa Fe Springs and the California State University of Los Angeles Student Intern Program (Community Services)

Recommendation:

- Approve the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.
- Authorize the Mayor to execute and sign the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC.

Community Services Supervisor, Jose Carrillo provided a presentation on Item No. 12.

Mayor Mora asked if any current employees have been hired after the completion of their internship with the City. City Manager Ray Cruz stated that there are none.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Trujillo, to approve the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC, and authorize the Mayor to execute and sign the California State University Los Angeles Clinical Affiliation Agreement No. 6721-0151HC, by the following vote:

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

13. Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting - Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Add Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting Projects to the Capital Improvement Plan;
- Approve the plans and specifications; and
- Authorize the City Engineer to advertise for construction bids.

Parks and Recreation Manager, Gustavo Hernandez and Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13.

Councilmember Sarno asked why it was recommended to reinstall carpet at the Clarke Estate instead of waterproof vinyl considering the amount of foot traffic. Director Negrete said that monies from Prop A only allow replacing the same type of material that was originally installed, and that carpet tile would be purchased to make replacing parts of the carpet easier. Councilmember Zamora asked if extra carpet would be bought to replace the high foot traffic areas. Director Negrete said they would purchase additional pieces.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to add Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement and Interior Painting Projects to the Capital Improvement Plan, approve the plans and specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

14. Phase I and Phase II Environmental Site Assessment-Parcel 1 (APN 8009-007-930) of Sculpture Garden- Award of Contract and Appropriation of Funds (Planning)

Recommendation:

- Accept the Proposal from Waterstone Environmental, Inc., and
- Award a contract to Waterstone Environmental, Inc., in the amount of \$25,000 (includes a contingency), to conduct a Phase I and Phase II Environmental Assessment on Parcel 1(APN 8009-007-930); and
- Appropriate \$25,000.00 from the General Fund to Account No. 1010-3115 542050 (Economic Development)
- Authorize the Mayor or designee to execute a Professional Services Agreement with Waterstone Environmental, Inc., subject to the final review and approval of the City Attorney.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 14.

It was moved by Councilmember Zamora, seconded by Councilmember Sarno, to accept the Proposal from Waterstone Environmental, Inc., and award a contract to Waterstone Environmental, Inc., in the amount of \$25,000 (includes a contingency), to conduct a Phase I and Phase II Environmental Assessment on Parcel 1(APN 8009-007-930); and appropriate \$25,000.00 from the General Fund to Account No. 1010-3115-542050 (Economic Development), authorize the Mayor or designee to execute a Professional Services Agreement with Waterstone

Environmental, Inc., subject to the final review and approval of the City Attorney, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

15. Adopt Resolution No. 9737 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

Recommendation:

- Adopt Resolution No. 9737 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes and salary modifications for the following positions: Water Utility Worker, Water Utility Lead Worker, Water Utility Supervisor, Public Works Inspector.
- Approve the classification specification changes and title change for Water Well Operator to Water System Operator.
- Adopt classification specifications for the following positions: Water Meter Reader and Assistant Traffic Signal and Street Lighting Technician.

Director of Finance and Administration, Travis Hickey provided a brief presentation on Item No. 15.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Trujillo, to adopt Resolution No. 9737 approving changes to the City's Fiscal Year 2021-22 Salary Schedule, approve the classification specification changes and salary modifications for the following positions: Water Utility Worker, Water Utility Lead Worker, Water Utility Supervisor, Public Works Inspector, approve the classification specification changes and title change for Water Well Operator to Water System Operator, and adopt classification specifications for the following positions: Water Meter Reader and Assistant Traffic Signal and Street Lighting Technician, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

16. PRESENTATIONS

Presentation from Santa Fe Springs Chamber of Commerce Member and CAPitalizingonCapabilities (CAPC) Secretary/Treasurer, Wendy Meador-Kunert (City Manager)

17. VETERAN'S DAY CEREMONY

The City Council recessed the meeting to hold the Veteran's Day Ceremony at the Veteran's Memorial Fountain.

18. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about attending the 5th Annual USC City Managers Summit, which covered a broad range of topics.
- Director of Public Works, Noe Negrete had nothing to report.
- Director of Planning, Wayne Morrell called on Vince Velasco, Associate Planner to provide an update on Rexford Industrial, the former Suzuki Building, and Peloton

Warehouse projects.

- Director of Police Services, Dino Torres spoke about the Great Shake Out event on October 21, 2021. He also provided slides of the Norwalk Blvd bridge decorations that brought awareness to Red Ribbon Week.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City for the past fourteen days. He also spoke about special shirts and merchandise that Fire personnel have been wearing to promote breast cancer awareness, and lastly spoke about firefighters participating in “Movember” to bring awareness to men’s health.
- Director of Finance and Administration, Travis Hickey spoke about the open enrollment period, and also provided a summary of the phone line outage that disrupted several city functions and communications for two days.
- Director of Community Services, Maricela Balderas provided pictures of the Pumpkin Carving events held at City parks, provided a brief recap of the Halloween Carnival at Los Nietos Park, and summarized the Halloween Dance for Older Adults event at Heritage Park.

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Trujillo appointed William K. Rounds to the Parks and Recreation Advisory Committee.

20. COUNCIL COMMENTS

Council Member Sarno thanked all the veterans who attended the council meeting, and thanked Police Services staff for making an effort to educate on and celebrate Red Ribbon Week. Lastly, he expressed he looked forward to next year’s activities.

Council Member Trujillo thanked everyone for the birthday wishes, and thanked all the veterans who were in attendance. She expressed her satisfaction at the Halloween Carnival, and thanked Parks and Recreation staff for the great event. Lastly, she reported on attending a League of California Cities event along with City Manager Ray Cruz and Mayor Mora.

Council Member Zamora thanked the veterans for their service, and was thankful for the messaging provided by staff to students during Red Ribbon Week. He also thanked Parks and Recreation staff for the great work during the Halloween Carnival, and thanked all staff for continuing to work together during the pandemic.

Mayor Pro Tem Rodriguez thanked the veterans for their commitment to their country, and thanked Parks and Recreation staff for their work on the Halloween Carnival. She thanked everyone who assisted in Red Ribbon Week, and wished Council Member Trujillo a Happy Birthday.

Mayor Mora thanked the veterans who attended the ceremony. He also praised staff for their creativity during COVID-19 and also reported on attending the League of California Cities event. Lastly, he thanked Planning Commissioner Ken Arnold for his commitment to the City.

21. ADJOURNMENT

Mayor Mora adjourned the meeting at 7:36 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

November 2, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 5:05 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **PUBLIC COMMENTS**

There were no public comments.

CITY COUNCIL

STUDY SESSION

4. General Plan Update Presentation (Planning)

Recommendation:

- Receive the presentation from the City's General Plan consultant, MIG and provide feedback as desired.

Director of Planning, Wayne Morrell introduced Laura Stetson and Jose Rodriguez from MIG, Inc. to provide a presentation on the status of the General Plan Update. Mr. Rodriguez recapped the actions that MIG has taken since they began their work in March 2020 which includes community engagement, existing conditions report, drafting a vision statement and principles, and creating land use alternatives. They announced an upcoming workshop for the public on November 17th that will take place at Town Center Hall where the General Plan will be introduced. Currently staff is preparing to make that announcement public.

Mr. Rodriguez also spoke about the community engagement components which include social media outreach, interviews with focus groups, and community workshops among other methods. He announced that the environmental impact report will be available for public review from November 3, 2021, through December 18, 2021, and also provided a housing site and economic analysis update. Councilmember Sarno inquired what the 45 day is used for. Mr. Rodriguez stated it would be for posting, and public can provide feedback. After 45 days the consultants will reply to the public's input. He also noted that comments can also be addressed after the 45; however State law requires 45 days.

Councilmember Trujillo inquired whether the council is able to see the comments as they come in and whether those suggested changes will be able to be implemented. Mr. Rodriguez stated that the public's input and staff's changes will be demonstrated to council after the 45 day review period and that comments will be summarized. He also noted that the General Plan will

be including the Economic Development Element, which addresses community needs as well as envisioning a new downtown, keeping up with changing technology, and takes into account climate change and resiliency. There will be a land use plan; the plan will include the different density residential areas, Commercial, Freeway Commercial, Downtown, Mixed Use, Mixed Use TOD, Business Park, Light Industrial, Industrial, Public Facilities, Parks and Open Space, River and Creeks, and Railroad Right-of-Way. Mr. Rodriguez then provided an outline of the upcoming dates where the General Plan Update, Housing Element, Zoning Amendment and Environmental documentation will be considered for adoption hearings, culminating with the final General Plan document in February 2022.

Councilmember Trujillo requested to have this information presented on the City's social media. Mayor Mora inquired about the state's housing mandates and if the information is contained within the report. Mr. Rodriguez stated that the information is in the report. He noted that the Housing Element states that the City can meet the 952 units and what income categories those cites apply to. The City is not required to build those units, only make accommodations for building them.

Councilmember Sarno inquired whether the projects that are currently ongoing will be affected by this General Plan update. Mr. Rodriguez responded that current identified projects are already included. They also look at including accessory dwelling units and additional buffers.

Mayor Pro Tem Rodriguez inquired whether the 952 units listed the report must be built within 8 years. Mr. Rodriguez stated only the units that are accounted for count towards those 952 units. He also added that the state is the agency that determines the income ratio for the dwelling units.

Councilmember Sarno asked whether the land that is designated for housing needs to have single-family or multi-family units. Mr. Rodriguez stated that the State acknowledges that the majority of housing will be provided by multi-family units, unless there are financial subsidies that are applied such as the Habitat for Humanity project.

City Manager Raymond R. Cruz inquired whether there are any standards for styles, considering variable such as truck height. Mr. Rodriguez noted that there are not a lot of specifics and those details which are included in the General Plan tend to become outdated in 5 to 10 years. They are created on a different document.

5. ADJOURNMENT

Mayor Mora adjourned the meeting at 5:49 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

November 16, 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**

Mayor Pro Tem Rodriguez led the invocation.

4. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS**

The following persons spoke during Public Comments: David Schickling submitted written comment, Laurie Rios spoke in-person. The following spoke via Zoom: Leticia Vasquez-Wilson, Richard Lozano and Mark Grajeda.

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 October 19, 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 Trujillo, 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 October 19, 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 Mayor Pro Tem Rodriguez, seconded by Council Member Sarno, to approve Items No. 7A through 7C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: 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 October 19, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

SUCCESSOR AGENCY

9. **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 October 19, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

CITY COUNCIL

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 City Council.

- a. Minutes of the October 19, 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 Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9738:
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.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9739:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2021 (Finance)

Recommendation:

Receive and file the report.

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

Recommendation:

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

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to approve Item Nos. 10A through 10E, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

NEW BUSINESS

11. Introduction of Ordinance No. 1119 – An Ordinance Repealing Chapter 50 (Collection of Solid Waste and Recyclables) of Title V (Public Works) and Adopting a New Chapter 50 (Collection of Solid Waste and Recyclables) of Title V of the Santa Fe Springs Municipal Code (City Manager)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1119:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL CODE

Maribel Garcia provided a brief presentation on Item No. 11. She explained the changes that were being proposed to the Municipal Code by adopting Ordinance No. 1119.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Sarno, to introduce by title only and waive further reading of Ordinance No. 1119, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: Sarno

12. Water Feature Maintenance Service Agreement – Approve One Year Extension (Public Works)

Recommendation:

- Approve Contract Amendment Number Two with Payless Pool Service Company to extend the term of the Agreement for one year; and
- Authorize the Mayor to execute Contract Amendment Number Two.

Director of Public Works, Noe Negrete provided a presentation on Item No. 12.

It was moved by Council Member Trujillo, seconded by Council Member Sarno, to approve Contract Amendment Number Two with Payless Pool Service Company to extend the term of the agreement for one year, and authorize the Mayor to execute Contract Amendment Number Two, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

13. Aquatic Center Facility Status (Public Works)

Recommendation:

- Provide staff direction.

Director of Public Works, Noe Negrete provided a presentation on Item No. 13.

Council Member Zamora inquired whether staff can reach out to see if there are any grants available to assist the City with these projects.

City Manager Raymond R. Cruz spoke with a number of legislative representatives to schedule meetings and discuss the available grants.

Council Member Trujillo requested additional information other than just the report. She suggested a study session on this item and possibly sharing this on social media to receive public input.

Mr. Negrete emphasized how this item was brought forward to share the current issues and to begin gathering ideas and provide direction to staff. He noted that this was an item that has been discussed with the CIP committee. He also stated that the project will take around a year to two years to complete the project.

Mayor Pro Tem Rodriguez thanked City Manager Raymond R. Cruz for bringing forward this issue months ago. She expressed how this project is a necessity and the City needs to look at the options and narrow down the type of project everyone wishes to see.

Council Member Sarno noted that this should be looked at as a long-term project especially when it is over 60 years old. He agreed with Council Member Zamora on having staff reach out to legislative offices to seek grants to cover the cost for this project.

Mayor Pro Tem Rodriguez noted that the surrounding cities received grants from Bob Archuleta for similar projects and requested for staff to seek the same grants.

Council Member Sarno emphasized how the city needs to move forward quickly before the grants are not available anymore.

Mayor Mora spoke about the project being close to his heart. He noted that he visited Splash in La Mirada and admired the amenities. He stated that he realized the City does not have much room; however, having a similar destination will allow revenue to flow in. He noted with this project, there can be guards trained, or something similar to a snack bar to what La Mirada has. He emphasized how the City needs the pool and wants to avoid using CIP funds.

Council Member Zamora stated that for the November 30th CIP Study Session he is requesting for the status on the grants for this project.

Director Negrete noted that his department does not seek grants; he will rely on the City Manager's Office to seek those grants.

14. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the Whittier Police Department

agreement and the potential upcoming increases. There will be meetings scheduled with Whittier Staff and Santa Fe Springs staff which will most likely bring about an entire overhaul of the agreement. One change that has already been agreed upon is the frequency of meetings.

- Director of Public Works, Noe Negrete provided a brief update on the Town Center Parking Lot Improvement Project.
- Director of Planning, Wayne Morrell called on Vince Velasco, Associate Planner to provide a General Plan Update Community Workshop scheduled for November 17, 2021 from 5:00 p.m. to 6:30 p.m. He also spoke about the Alivia Apartments of Carmenita Road.
- Director of Police Services, Dino Torres spoke about the Law Enforcement Records and Support Personnel day. He also spoke about the Whittier Police Department annual toy drop off.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City in the last 14 days. He spoke about the firefighters raising money for breast cancer awareness, "Movember" participation, the Thanksgiving food program, and Spark of Love toy drive.
- Director of Finance, Travis Hickey spoke about OSHA's vaccine mandate policy requirement. At this moment it is at a stay until the appeals court make a final decision. He also spoke about the infrastructure project and the bill that President Biden just signed. He noted that Congresswoman Linda Sanchez spoke about the funds available and the City is looking forward to receive those funds and allocate them to various projects and public safety.
- Director of Community Services, Maricela Balderas stated that the Parks and Recreation division will be having a Fall Camp from November 22-24. The Thankful Neighbor Thanksgiving Basket Program will be held next week and it will be a drive thru event. The participants will be receiving a turkey and a \$50 gift card. Lastly, she spoke about the Thanksgiving Feast for Older Adults at the Gus Velasco Neighborhood Center. The participants will be enjoying a thanksgiving lunch and entertainment.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

None

16. COUNCIL COMMENTS

Council Member Sarno wished everyone a Happy Thanksgiving. He also thanked Public Works management for the work they did on the parking lot project.

Council Member Trujillo wished everyone a Happy Thanksgiving. She expressed delight at seeing residents coming back to in-person meetings, and acknowledged the new decorative lights on City roads.

Council Member Zamora wished everyone a Happy Thanksgiving. He spoke about how last year it was hard for everyone to see their family and appreciated the cable and internet for everyone to be able to see each other virtually. Lastly, he thanked all staff for their work.

Mayor Pro Tem Rodriguez acknowledged Public Works staff for the work on the parking lot improvements project. She also thanked everyone who supported the Women's Club event. Lastly, she wished everyone a Happy Thanksgiving.

Mayor Mora commended Director Negrete for his dedication and work on the Central Basin Municipal Water Board. He also acknowledged Public Works employee Joe Barrios and the rest of the graffiti team for taking care of graffiti requests. Lastly, he thanked police and public safety officers for diligently patrolling City streets.

17. ADJOURNMENT

Mayor Mora adjourned the meeting at 7:12 p.m. in memory of Rudy Y. Martinez and Timothy Jimenez.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

December 7, 2021

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9746:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

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

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. On July 30, 2021, the Los Angeles County Department of Public Health issued a revised health order, citing the increase of COVID-19 daily cases and the fact that millions of people in Los Angeles County are unvaccinated. On August 9, 2021, the Los Angeles County Department of Public Health reported a near-doubling in the number of people hospitalized each day for COVID-19 illness in the past two weeks.

The Los Angeles County Department of Public Health issued a revised health order on September 28, 2021, citing the fact that at least 1,456,275 cases of COVID-19 and 26,047 deaths had been reported in Los Angeles County as of the date of the order. The Department of Public Health has also stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections. The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).



City of Santa Fe Springs

City Council Meeting

December 7, 2021

Raymond R. Cruz
City Manager

Attachment:
Resolution No. 9746

RESOLUTION NO. 9746

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

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

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

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

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

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on September 28, 2021, citing the fact that at least 1,456,275 cases of COVID-19 and 26,047 deaths had been reported in Los Angeles County as of the date of the order; and

WHEREAS, the Department of Public Health has also stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in

Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

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

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

APPROVED and ADOPTED this 7th day of December, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

December 7, 2021

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9747:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

December 7, 2021

Raymond R. Cruz
City Manager

Attachment:
Resolution No. 9747

RESOLUTION NO. 9747

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

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

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED and ADOPTED this 7th day of December, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10D

December 7, 2021

CONSENT AGENDA

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

RECOMMENDATION(S)

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

BACKGROUND

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

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

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10E

December 7, 2021

CONSENT AGENDA

Second Reading of Ordinance No. 1119 Repealing and Replacing Chapter 50 (Collection of Solid Waste and Recyclables) of Title V of the Santa Fe Springs Municipal Code

RECOMMENDATION

- Adopt Ordinance No. 1119:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL CODE

BACKGROUND

Ordinance No. 1119 was introduced and passed its first reading at the November 16, 2021 City Council Meeting. Below is the substance of the agenda report for the proposed ordinance as it appeared at said meeting.

At the City Council meeting of September 9, 2009, Ordinance No. 1003 amending Chapter 50 of the City Code regarding Solid Waste was passed. In June of 2016, the City of Santa Fe Springs tasked the Solid Waste and Recycling consulting firm of MuniEnvironmental, LLC to review Chapter 50 of the City Ordinance to prepare recommendations for the City to consider. The consultant found that the existing Ordinance was deficient, did not address current regulatory recycling requirements, lacked measures to enforce rogue haulers, and needed language that coincides with current solid waste collection and recycling efforts.

As a result, at the City Council of March 8, 2019, Ordinance No. 1101 was approved. Ordinance No. 1101 repealed Chapter 50 (Garbage and Refuse) and replaced it with a new Chapter 50 (Collection of Solid Waste and Recyclables). It was necessary to repeal Chapter 50 because it did not contain language that addressed requirements from CalRecycle and the CalGreen Building code. The new Ordinance also proposed a new Recycling Permit program and addressed Construction Debris recycling requirements.

Staff is again requesting that existing Chapter 50 (Collection of Solid Waste and Recyclables) of Ordinance No. 1101 be repealed and replaced by new Ordinance No. 1119. It is necessary to repeal Ordinance No. 1101 and replace it with Ordinance 1119, to address issues including, but not limited to:

- New Definitions
- New State Law Requirements Pursuant to SB 1383
- Requirements for Food Service Organizations
- Requirements for Tier I and Tier II Commercial Edible Food Generators

Report Submitted By: Maribel Garcia
City Manager's Office

Date of Report: November 19, 2021

- Requirements for Large Venue or Large Event Edible Food Generators
- Requirements for Commercial Food Generators
- Organic Recycling Waivers
- New Procurement Requirements



Raymond R. Cruz
City Manager

Attachment:

1. Ordinance No. 1119

ORDINANCE NO. 1119

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE
AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL
CODE**

WHEREAS, Chapter 50 (Collection of Solid Waste and Recyclables) of the Santa Fe Springs Municipal Code was last amended by Ordinance No. 1101 adopted by the City Council on March 8, 2019, to address requirements from CalRecycle, the CalGreen Building Code, Construction Debris recycling requirements and a new Recycling Permit program; and

WHEREAS, the City Council determines that Chapter 50 should be further revised at this time to address issues including, but not limited to: New definitions, new state law requirements pursuant to SB 1383; requirements for food service organizations; requirements for Tier I and Tier II commercial edible food generators; requirements for large venue or large event edible food generators; requirements for commercial food generators; organic recycling waivers; and new procurement requirements.

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

SECTION 1. Chapter 50 (Collection of Solid Waste and Recyclables) of Title V (Public Works) of the Santa Fe Springs Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 50 (Collection of Solid Waste and Recyclables) as set forth in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. In compliance with the California Environmental Quality Act (CEQA), the City Council in its independent judgment has determined that the herein Municipal Code Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of CEQA, in that it can be seen with certainty that there is no possibility that Amendment would have a significant effect on the environment.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this 7th day of December 2021, by the following roll call vote:

AYES:

1ST READING:
2ND READING:

APPROVED:
ITEM NO.:

NOES:
ABSENT:
ABSTAIN:

ATTEST:

John M. Mora, Mayor

Janet Martinez, CMC, City Clerk

1ST READING:
2ND READING:



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10F

December 7, 2021

CONSENT AGENDA

Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) – Award of Contract

RECOMMENDATION

- Appropriate additional \$35,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Heritage Park Train Exhibit Improvements (PW 200101);
- Accept the bids; and
- Award a contract to U.S. National Corp. dba Jimenez Painting Company of Pacoima, California, in the amount of \$46,280.00.

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 Heritage Park Train Exhibit Improvements project is located in Heritage Park, adjacent to the parking lot. This project will consist of the painting of the train engine, caboose car, railroad crossing signs, exhibit historical photo frames and exhibit lighting enclosures. The box car will be rehabilitated with a separate future project due to unforeseen lead abatement mitigation.

Bids were opened on November 17, 2021, and a total of two bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was to U.S. National Corp. dba Jimenez Painting Company of Pacoima, California, with a bid totaling \$46,280.00. The bid proposal for the following bidders reflects the bid amounts.

Company Name	Bid Amount	Audited Bid
1. U.S. National Corp. dba Jimenez Painting Company	\$46,280.00	\$46,280.00
2. Innovation Painting	\$48,000.00	\$49,500.00

The bid proposal submitted by U.S. National Corp. dba Jimenez Painting Company in the amount of \$46,280.00, is approximately 17.4% below the Engineer's Estimate of \$56,000.00

The Department of Public Works has reviewed the bids and determined the low bid submitted by U.S. National Corp dba Jimenez Painting Company to be responsive and responsible.

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: December 3, 2021

LEGAL REVIEW

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

FISCAL IMPACT

The Heritage Park Train Exhibit Improvements Project will require an additional appropriation in the amount of \$35,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Heritage Park Train Exhibit 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 \$45,000.

The total project cost breakdown is as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 46,280
Design	\$ 7,000
Engineering	\$ 8,000
Inspection	\$ 9,720
Contingency	\$ 9,000
Total Project Cost:	\$ 80,000

Project Funding Sources

	<u>Amount</u>
Grant Revenue	(\$45,000)
Anticipated Expenditures	<u>\$80,000</u>
Budget Shortfall	(\$35,000)

INFRASTRUCTURE IMPACT

The Heritage Park Train Exhibit Improvements project will improve the aesthetic look of the Train Engine and Caboose cars, railroad signs, railroad traffic light, and associated railroad exhibit signage at Heritage Park.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**HERITAGE PARK TRAIN EXHIBIT IMPROVEMENTS
(Paint Train Engine and Caboose Car)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 7th day of December, 2021, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and U.S. National Corp., dba Jimenez Painting Company, as CONTRACTOR in the amount of \$46,280.00.

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

By:

NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

JOHN M. MORA, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10G

December 7, 2021

CONSENT AGENDA

City's Batting Cage Facility Concession Agreement-Approve One Year Extension

RECOMMENDATION

- Approve Contract Amendment Number Three with Henry Hernandez to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number Three.

BACKGROUND

The City Council, at their meeting of January 8, 2015, entered into a Concession Agreement with Henry Hernandez for the operation of the City's Batting Cages Facility located at Little Lake Park.

The original concession agreement term with Mr. Hernandez was for five years, with two, one-year extensions bringing the total length of the agreement to seven years. Mr. Hernandez has contributed extensive time, money, and labor to the restoration of the batting cages per the terms of the agreement.

The concession agreement is scheduled to expire on January 8, 2022. Staff is recommending extending the agreement an additional one year due to the fact the batting cages were forced to close for over a year due to COVID-19 Pandemic. With the approval of an additional one year, this agreement will expire on January 8, 2023.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment Number Three.

FISCAL IMPACT

Mr. Hernandez and his staff will continue to maintain the facility through regular preventative and necessary maintenance of the pitching equipment. The combined efforts will ensure a clean, and safe facility for the public to use.

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

Raymond R. Cruz
City Manager

Attachments:

Exhibit No. 1: Amendment Number Three

Exhibit No. 2: Agreement Dated January 8, 2015

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: December 3, 2021

**AMENDMENT NUMBER THREE TO CONCESSION AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND HENRY HERNANDEZ
FOR THE OPERATION OF THE CITY'S BATTING CAGE FACILITY**

This Amendment Number Three ("Amendment") to the Concession Agreement dated January 8, 2015, ("Agreement") is entered into by and between the City of Santa Fe Springs, a municipal corporation ("City"), and Henry Hernandez ("Concessionaire").

WHEREAS, City and Concessionaire entered into the Agreement for an initial term of five years with an option for City to extend the term for two one-year periods; and

WHEREAS, City and Concessionaire previously entered into Amendment Numbers One and Two to the Agreement to exercise the options to extend the term; and

WHEREAS, pursuant to Sections 17 and 19(M) of the Agreement, City and Concessionaire desire to enter into this Amendment to revise Section 2 of the Agreement to extend the term for one year due to Concessionaire's inability to operate during the COVID-19 state of emergency.

NOW, THEREFORE, City and Concessionaire agree as follows:

1. Section 2 of the Agreement is amended to extend the term of the Agreement for one year through January 8, 2023.

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

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

CONCESSIONAIRE

John M. Mora, Mayor

Henry Hernandez

Date

Date

ATTEST:

APPROVED AS TO FORM:

Janet Martinez, City Clerk

Ivy M. Tsai, City Attorney



CONCESSION AGREEMENT WITH
HENRY HERNANDEZ FOR THE
OPERATION OF THE CITY'S
BATTING CAGES FACILITY

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CONCESSION AGREEMENT

The Concession AGREEMENT ("AGREEMENT") between Mr. Henry Hernandez and the City of Santa Fe Springs is made and entered into as of Jan. 8, 2015 ("the EFFECTIVE DATE"), in Santa Fe Springs, California, by and between the City of Santa Fe Springs, a Municipal Corporation ("CITY"), and Mr. Henry Hernandez ("CONCESSIONAIRE").

RECITALS

The CITY has one batting cages facility with nine (9) batting cages, three (3) "bullpens" for pitching and hitting instruction, one office building, and associated public areas.

CONCESSIONAIRE wishes to operate this facility, including the batting cages, both slow and fast pitch, provide baseball and softball instruction, and for the sale of baseball and softball-related merchandise.

The CITY is willing to contract with CONCESSIONAIRE for services and use of the premises subject to the terms of the AGREEMENT.

AGREEMENT

1. PREMISES

A. Delivery of Premises.

1) CITY delivers, and CONCESSIONAIRE accepts this AGREEMENT for use of the premises described in Exhibit "A", subject to the terms and conditions of this AGREEMENT. The purpose of this AGREEMENT is to provide for the operation of the batting cages facility located at Little Lake Park, 10900 Pioneer Boulevard, Santa Fe Springs, CA 90670, for the general public. The public will be authorized the use of and ingress and egress across all the premises and also to buildings and facilities subject to reasonable restrictions and conditions.

2. TERM AND OPTION

A. Term.

The term of this AGREEMENT is from the EFFECTIVE DATE of this AGREEMENT and shall continue for a term of five (5) years.

B. Period of Extension.

CITY may, at CITY's option, extend the term of this AGREEMENT for an additional year for a maximum of two extensions, subject to the provisions of the AGREEMENT.

C. Conditions for Exercise.

CITY's right to exercise an option to extend, is subject to the following conditions precedent:

1) CITY must give CONCESSIONAIRE thirty (30) day's notice prior to the expiration of the term of CITY's option to extend the term of the AGREEMENT for an additional year.

2) CONCESSIONAIRE must not be in default under any provision of this AGREEMENT at the time notice of exercise is given or on the last day of the term.

3. NATURE OF CONCESSION

From and after the EFFECTIVE DATE of this AGREEMENT, CITY releases to CONCESSIONAIRE the premises and CONCESSIONAIRE accepts the premises, and agrees to comply with all the following conditions:

A. Hours of Operation.

CONCESSIONAIRE must at all times maintain a written schedule delineating the operating hours of the batting cages facility. The hours of operation must comply with Exhibit "C".

B. Rent.

The CONCESSIONAIRE will pay a rent of \$1 (US) for the first three (3) years. After the third year, CONCESSIONAIRE will pay a monthly rent of nine percent (9%) of the gross receipts each month from all business conducted on the premises, including batting cage rentals, group and private instruction, merchandise sales and service, and approved vending sales.

C. Capital Improvements.

The CONCESSIONAIRE agrees to make the following capital improvements at its own expense and, in some instances when the improvements are a shared expense by both the CITY and CONCESSIONAIRE, by paying a majority of the cost associated with the improvement. The following identifies the

capital improvements needed and that will be conducted by the CONCESSIONAIRE:

- 1) Install new wheels on all pitching machines (total 28)
- 2) Install two new motors for pitching machines
- 3) Install four new feeders with motors
- 4) Install nine new pinch rollers
- 5) Paint pitching machines and canopy pole red
- 6) New balls for all cages (108 dozen)
- 7) New rental bats and helmets
- 8) Replace home plate mats (total 11)
- 9) Install new safety signage, including cage numbers and rules
- 10) Paint wrought iron fence around perimeter
- 11) Install computerized point-of-sale system
- 12) Install new security cameras
- 13) Install four monitors for viewing of televised games
- 14) Clean-up facility (removal of accumulated trash, leaves, etc.)
- 15) Install vending machine(s) for drinks and snacks (upon approval of the Director of Community Services in accordance with item "J" in this section)

D. Operation of Facilities.

CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed batting cages facilities and practice facilities of similar type in the Greater Los Angeles vicinity.

E. Personnel.

CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE's operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

F. Appearance of Personnel.

CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient, and neat in appearance at all times.

G. Review of Personnel.

CONCESSIONAIRE must maintain a close check of attendants and employees to ensure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.

H. Cost of Operation.

CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, telephone/internet access, custodial, minor building and facility maintenance (under \$500 per incident) and upkeep.

I. Common Area.

CITY will maintain the common area outside the batting cages, including the restrooms, walkway, walkway lighting, and landscaping.

J. Coordination of Concessions.

CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility. CONCESSIONAIRE must obtain the approval of the Director of Community Services prior to the installation any vending machine(s) on the premises. If approval is granted by the Director of Community Services, the installation and maintenance of aforementioned vending machine(s) will be done at the cost of CONCESSIONAIRE.

K. Publicity and Programs.

CONCESSIONAIRE must assume all costs and responsibility for publicity and programs excluding the CITY website, quarterly activity brochure, and newsletter.

L. Prices.

A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public must be fair and reasonable, based upon the following considerations:

- 1) CITY's primary purpose for entering into this AGREEMENT is to promote development of, and make available, recreational facilities and services for the benefit of the public; and
- 2) CONCESSIONAIRE will be entitled to charge prices for the goods, accommodations, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged but other competing and/or comparable businesses in the greater Los Angeles vicinity provided, however, that charges for the use of the batting cages and practice facilities must comply with Exhibit "C".

4. INDEPENDENT CONTRACTOR

In its performance hereunder, CONCESSIONAIRE shall at all times be deemed an independent contractor and not an agent or employee of the CITY. CONCESSIONAIRE, its employees, agents, subcontractors, and volunteers shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power and/or authority.

5. INSURANCE

A. CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain, at his own expense, a policy or policies of insurance that will insure and indemnify CITY, the City Council, both present and future, and each member thereof, and every officer, employee, and member of Commissions, Advisory Committees, and Boards of the CITY against liability or financial loss resulting from injury occurring to persons and property in or about the property in or about the property by reason of the use and occupation by CONCESSIONAIRE or by any other person or persons on the property in an amount not less than \$1,000,000 combined single limit bodily injury and property damage each damage or occurrence.

B. The CONCESSIONAIRE must maintain Worker's Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

C. The policy will be the primary coverage for CONCESSIONAIRE and additional insureds.

D. The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.

E. The policy must provide insurance in the aforementioned amount on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.

F. The CITY, the City Council and each member thereof, present and future, and every officer, agent and employee of the CITY and every member of its Commissions, Advisory Committees, and Boards must be named as additional insureds on the policies. The policy must be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or better. The policy must provide that the insurance coverage will not be canceled or reduced by the insurance carrier without the CITY having been given thirty (30) days prior written notice by the carrier. CONCESSIONAIRE agrees that it will not cancel or reduce insurance coverage without CITY having been given thirty (30) days prior written notice by CONCESSIONAIRE.

G. At all times during the term of this AGREEMENT, CONCESSIONAIRE must maintain on file with the CITY, a certificate of the insurance carrier or carriers showing that the insurance is in effect in the amount required above. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

6. IDEMNITY

CONCESSIONAIRE will indemnify, defend (by legal counsel reasonably acceptable to the City Attorney), and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees, and every member of its Commissions, Advisory Committees, and Boards, from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, personal injury, death, or property loss or damage arising from or related to acts or omissions of CONCESSIONAIRE, his employees, agents, invitees, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees, or agents.

7. SITE PREPARATION

A. On the Part of the CITY

The CITY agrees to complete the following modifications to the facility to allow full use of the facility by the CONCESSIONAIRE:

- 1) Since it is cost prohibitive to install a separate Southern California Edison electric meter, CITY engineering staff will install a meter monitoring device, allowing the CITY to calculate how much electricity the CONCESSIONAIRE is using monthly.
- 2) Install new canopy netting and netting for all cages.
- 3) New bulbs and ballasts for the batting cages facility's outside lights.
- 4) The cost of the CITY's portion to prepare site for CONCESSIONAIRE to take possession shall not exceed \$25,000.

8. ALTERATIONS AND IMPROVEMENTS

A. Cost of Alterations and Improvements.

Any alterations and improvements than those listed above will be done at CONCESSIONAIRE's sole cost and expense.

B. Construction Approval.

CONCESSIONAIRE may not construct any building, structure, or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Community Services, the Director of Planning, the Director of Public Works, and the City Council.

C. Standards.

1. Any construction must be done in accordance with CITY's Building Code and must be constructed of all new or commercially-acceptable material, as approved by the CITY.
2. CONCESSIONAIRE must obtain building permits from the Director of Planning as required by the CITY's Code of Ordinances.
3. CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary approved by the Director of Community Services and deliver to the Department of Planning one

complete set as approved by all government agencies of the CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency of the CITY in connection with the application for permit approval. After the final plans and specifications have been approved by the Department of Planning, no changes will be made without the prior written approval of the City Council. Any work that does not comply with the approval final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE's cost and expense.

4. CONCESSIONAIRE must notify the City Manager of CONCESSIONAIRE's intention to commence construction or bring any building materials onto the premises. The CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

D. Changes and Alterations.

All Changes and alterations will be of such a character that, when completed, the value and utility of the building, structure, or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

E. Workmanlike Manner.

All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

F. Improvements.

CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of the CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

G. Further Acts.

The CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject the CITY's fee interest in the premises to easements for the installation, maintenance, repair, and replacement of normal utilities to service the premises; provided, however that the CITY will incur no out-of-pocket costs, liabilities, obligations, or expenses as a

result of the granting for the installation, maintenance, repair, or replacement of utilities during the term of this AGREEMENT.

H. Payment for Utility Services.

CONCESSIONAIRE must pay all charges for electricity and telephone services. All utility services must be billed in the CONCESSIONAIRE's name.

I. Damage to or Destruction of Improvements.

In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approve by the Director of Community Services.

9. LIENS

A. Payment of Liens.

Subject to CONCESSIONAIRE's right to contest the same as provided in this paragraph 11, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics, laborers, material men, contractors, subcontractors, or similar charges, and all other charges whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed , or as a result of any work performed on the premises by the CONCESSIONAIRE or any of CONCESSIONAIRE's agents, employees, or contractors prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY's employees or agents.

B. No Agency.

CONCESSIONAIRE is not in any respect an agent of the CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of the CITY in or to reversionary interest of the CITY in the premises or the improvements thereon.

C. Discharge of Liens

If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by the CONCESSIONAIRE's conduct,

CONCESSIONAIRE must cause the same to be discharged of record within ninety (90) days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to the CITY a bond in an amount and issued by a surety company satisfactory to the CITY, securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

D. Contest of Liens.

CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish the CITY with a bond in an amount and issued by a surety company satisfactory to the CITY securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against the CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE's conduct.

E. Failure to Discharge.

In the event of CONCESSIONAIRE's failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety (90) day period, or to pay and satisfy any judgment, the CITY may, but is not obligated to, pay the amount inclusive of any interest and any costs assessed against CONCESSIONAIRE on the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

F. CITY Warranty.

CITY warrants to CONCESSIONAIRE that at the time of the execution of this AGREEMENT, there are no mechanics', laborers', material men's, contractors', subcontractors', or similar charges upon the premises.

10. SAFETY REQUIREMENTS AND OPERATIONS

A. Safety Hazards.

All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to, or connected with CONCESSIONAIRE's performance under this AGREEMENT.

B. Hazard Free Premises.

CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE's operations, must be reported to the CITY as soon as reasonably possible.

11. **MAINTENANCE AND REPAIR**

A. Preservation of Premises.

CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean, and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to reduce as much as is reasonably able to, considering the nature and extent of CONCESSIONAIRE's operations, the emanating from the premises of noise, vibration, movements of air, fumes, and odors so as not to interfere unreasonably with the use of other adjoining premises.

B. Inspection.

CITY, by its officers, employees, agents, representatives, and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

C. Corrections.

If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two (72) hours after being notified in writing to do so by the CITY, the CITY has the right, but not the obligation, to enter the premises and remedy the condition or conditions and charge the cost to the CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, the CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. The CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

D. Maintenance.

CONCESSIONAIRE must paint, clean, and reasonably preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, and work areas on the premises.

12. TITLE

A. Surrender of Possession.

At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to the CITY, and all structures and other improvements must remain.

B. Removal.

No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

C. Personal Property.

Any and all personal property, not attached to or installed in any building, structure, or other improvement that CONCESSIONAIRE places in, upon, or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between the CITY and CONCESSIONAIRE, be and remain the personal property of the CONCESSIONAIRE.

D. Utility Fixtures.

Notwithstanding any terms to the contrary contained in this Section, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure, or improvement in which it is installed, no Utility Fixture may be removed from any buildings, structures, or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of the City Council, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

13. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE may not sublet all or any part of the premises, or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of the City Council. The giving of any consent will not be a waiver of any right to object

to further or future assignments or subleases, consent to which must be first obtained in writing from the City Council. Any assignment of this AGREEMENT to an assignee approved by the CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless the CITY expressly and in writing releases the assignor, assignor will remain fully liable under the AGREEMENT during the entire unexpired term. The CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment, or transfer submitted by CONCESSIONAIRE.

14. COMPLIANCE WITH LAW

A. Operation.

CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-leases, permittees, licensees, assignees, and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state, and local laws, ordinances, and rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Santa Fe Springs, the County of Los Angeles, the State of California, and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Santa Fe Springs, and all rules and regulations adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

B. Correction.

If, however, any default cannot be physically corrected within thirty (30) days, and if the party in default has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default.

C. Notice of Default.

CITY will not be under any obligation to mail deliver, or serve any notice under this section to any person other than the CONCESSIONAIRE.

15. TERMINATION

Either party (CITY or CONCESSIONAIRE) may terminate this agreement, for any reason, upon thirty (30) days written notice to the respective person identified in this AGREEMENT. Additionally, the CITY may terminate this AGREEMENT for cause. "Cause" is defined as a violation of this AGREEMENT or of any City, State, or Federal law. If the CITY finds that it has cause to terminate the AGREEMENT, the CITY shall deliver written notice of such violation(s) to CONCESSIONAIRE. The CONCESSIONAIRE shall have the time, as identified in Section 14 (B), to cure the

violation(s). If CONCESSIONAIRE does not cure the violation, the CITY shall deliver a notice of termination to CONCESSIONAIRE.

16. NOTICES

A. All notices, requests, demands, or other communications under this AGREEMENT must be in writing. Notice will be sufficiently given for all purposes as follows:

- 1) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
- 2) First-class Mail. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- 3) Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- 4) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5) Facsimile Transmission. When sent by facsimile transmission ("fax") to the last fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (1) a duplicate copy of the notice is given by first-class or certified mail or by overnight delivery, or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

<u>CONCESSIONAIRE:</u>	<u>CITY:</u>
Mr. Henry Hernandez 1020 S. Cypress, Suite "A" La Habra, CA 90631 Fax: (714) 773-4304	City of Santa Fe Springs Attn: Director of Community Services 9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670 Fax: (562) 695-8620

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Any party may change its address its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT.

17. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

18. APPROVALS BY THE CITY

No consent, approval, or satisfaction of the CITY, and no waiver by the CITY of any provision will be effective unless in writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for the CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of the CITY or any agent or employee of the CITY. Similarly, unless expressly provided, no approval, consent, or other action taken by the CITY under or pursuant to this AGREEMENT will in any way restrict or diminish the rights, powers, or jurisdiction of the CITY, its City Council, its Commissions, and other agencies with respect to the governance of the premises and all improvements, business, and activities located on or conducted on the premises.

19. NOTICES

A. Exclusive.

No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated, but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

B. Covenant and Condition.

Each provision will be deemed both a covenant and condition.

C. Time and Essence.

Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

D. Paragraph Headings.

The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify, or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

E. Severability.

If any part of this AGREEMENT is found to be in conflict with applicable law, that part will be inoperative, null and void insofar as it is in conflict with the law, but the remainder of the AGREEMENT will remain in full force and effect.

F. Consent or Approval.

In the event any provision under this AGREEMENT requires or anticipates that either party make judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

G. Jurisdiction.

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in Los Angeles County, California.

H. Security.

CONCESSIONAIRE hereby acknowledges that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees, agents, invitees, customers, and property from acts of third parties.

I. Relationship.

Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the CITY and CONCESSIONAIRE or any other relationship other than Grantor and CONCESSIONAIRE.

J. Attorney's Fees.

If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will

be entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

K. Complete Understanding.

This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal AGREEMENTS or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

L. Further Assurances.

CONCESSIONAIRE and CITY will execute any and all additional papers, documents, and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to the AGREEMENT in a timely manner.

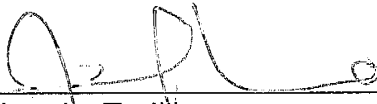
M. Force Majeure.

If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

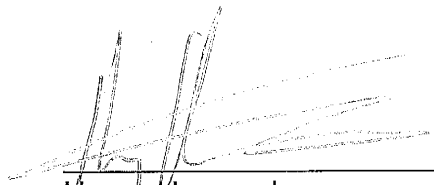
N. Exhibits.

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

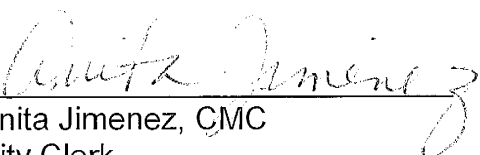
By 

Juanita Trujillo
Mayor of the City of Santa Fe Springs




Henry Hernandez
Concessionaire

ATTEST:



Anita Jimenez, CMC
City Clerk

APPROVED AS TO FORM:



Steve Skolnik
City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Facilities

The CONCESSIONAIRE will manage and administer the CITY's batting cages facility at Little Lake Park located at 10900 Pioneer Boulevard, Santa Fe Springs, CA at the north end of the park, adjacent the parking lot just east of Pioneer Boulevard. The batting cages opened in 1994 and has nine (9) batting stations. Five (5) stations have dual pitching machines, which allows the batter a choice of baseballs or softballs; two (2) stations are for solely fast pitch baseball and the remaining two (2) stations are fast pitch softball. Adjacent to the cages is a pitching and hitting area with three (3) separated bull pen areas that are ideal for private lessons. There is also an office building on the premises.

Maintenance

The CONCESSIONAIRE will maintain and perform all repairs to the facility, including maintenance of pitching machines, netting, timers, and lighting and will perform basic maintenance to the facility including walkways and seating areas, as well as trash removal.

Marketing

The CONCESSIONAIRE is responsible for the marketing of its programs and facility and all costs associated with said marketing, with the exception of the City's Quarterly Activities, Class Schedule & Programs Guide. CONCESSIONAIRE will be notified of the due dates for all information contained in the Quarterly Guide, and will be expected to submit information as required to meet the CITY's publication schedule.

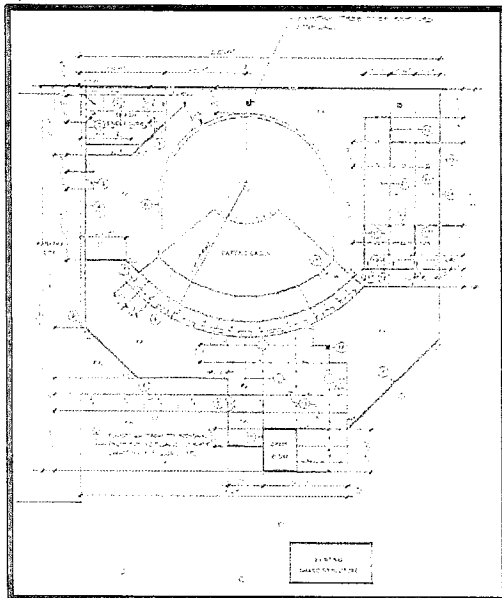
Capital Improvements

CONCESSIONAIRE is responsible for performing the following Capital Improvements to the batting cages facility at an estimated cost of \$74,259:

- Install new wheels on pitching machines
- Install two (2) new motors for pitching machines
- Install four (4) new feeders with motors
- Install nine (9) pinch rollers
- Paint pitching machines, canopy tent, and wrought iron fence
- Replacement balls, bats, and batting helmets
- Replacement of batting cage signage, including cage numbers and rules.

Exhibit "B"

LITTLE LAKE PARK "BATTING CAGES"



10900 Pioneer Boulevard, Santa Fe Springs, CA 90670

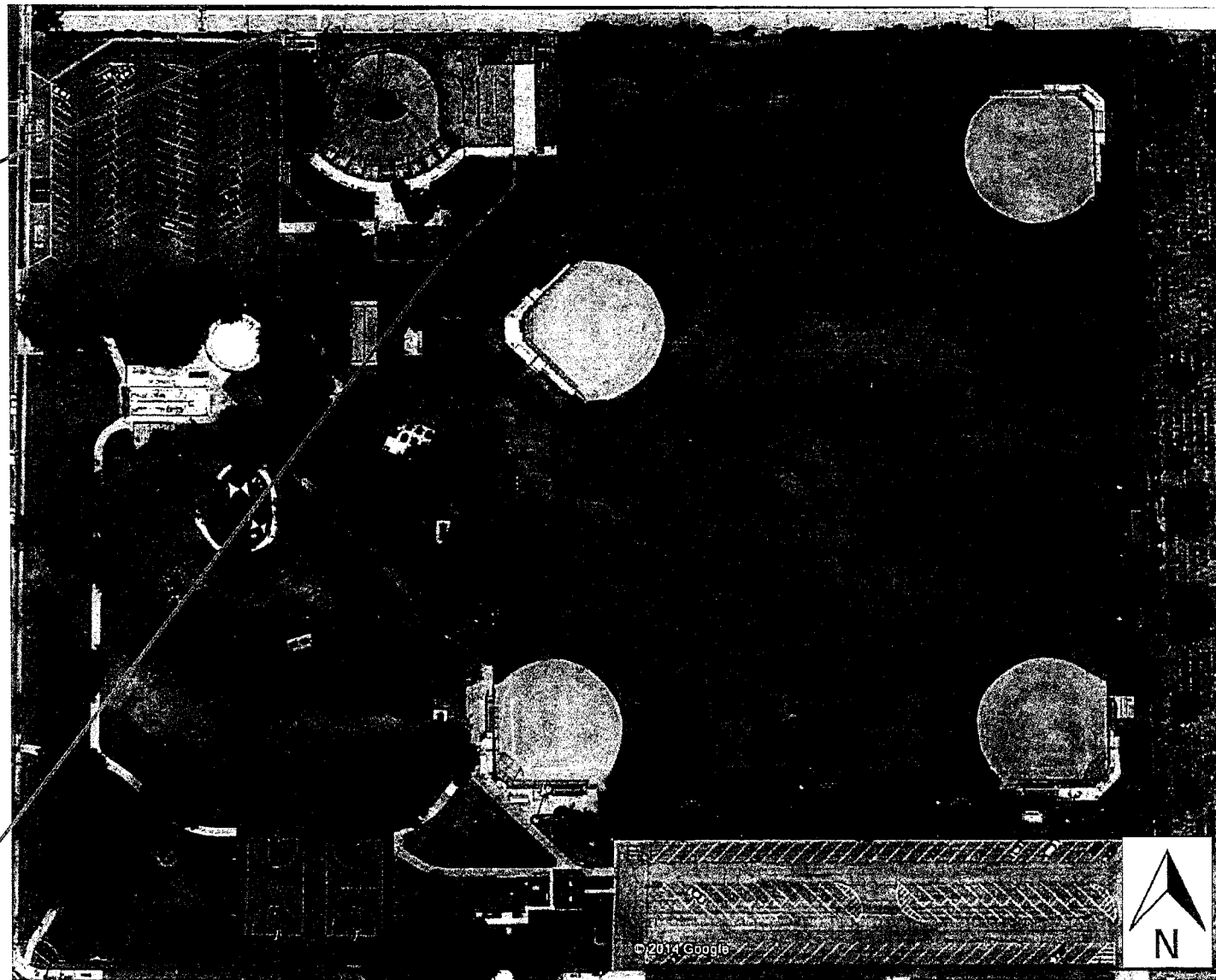


EXHIBIT "C" – PERFORMANCE OF SERVICES

Performance:

The Concessionaire shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

Days and Hours of Operation:

DAY	HOURS OF OPERATION
Monday – Thursday	12:00 p.m. – 9:30 p.m.
Friday	12:00 p.m. – 10:00 p.m.
Saturday	9:00 a.m. – 7:00 p.m.
Sunday	10:00 a.m. – 7:00 p.m.

Charges:

Tokens will no longer be utilized. Users will rent the cage and pay for time (see below):

TIME	COST
10 minutes	\$8
15 minutes	\$12
20 minutes	\$15
30 minutes	\$20
60 minutes	\$35
90 minutes	\$55

Specialized hitting, pitching, and fielding instruction and clinics will also be offered by Mr. Hernandez and his staff. The pricing of these services will be comparable and competitive to other batting cages and baseball/softball academies.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10H

December 7, 2021

CONSENT AGENDA

City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 8

RECOMMENDATION

- Approve Amendment No. 8 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

In October 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Bellflower. The original agreement with Bellflower included the maintenance of forty (40) signalized intersections and three (3) flashing beacon locations. Over the years, the City of Bellflower has installed new signals and added parking lot lighting and street lighting maintenance to the agreement. Recently, Bellflower has installed new devices at 2 locations and has requested that the City of Santa Fe Springs take over the maintenance of these new devices at the 2 locations. Upon the approval of this amendment the City of Santa Fe Springs will now maintain Bellflower's fifty-three (53) signalized intersections, four (5) flashing beacons, three (4) flashing pedestrian warning signs, one (1) in-pavement light system, four (4) radar speed feedback signs 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

The scope of work remains unchanged and the monthly charges remain the same as Santa Fe Springs will continue to provide routine maintenance to the traffic signals and flashing beacons and extraordinary maintenance to the street lights, in-pavement lighting, and radar feedback signs.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment No. 8.

FISCAL IMPACT

The addition of the two devices to the agreement would generate at least \$840 per year in additional revenue.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.

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

Raymond R. Cruz
City Manager

Attachments:

Exhibit No. 1: Amendment No. 8

Exhibit No. 2: Exhibit A

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: December 3, 2021

**AMENDMENT NO. 8 TO
AGREEMENT FILE NO. 242.1 BETWEEN
THE CITY OF BELLFLOWER AND
SANTA FE SPRINGS
FOR TRAFFIC SIGNAL, STREET NAME SIGN, AND HIGHWAY LIGHTING
MAINTENANCE**

THIS AMENDMENT NO. 8 ("Amendment") is made and entered into this 7th day of December, 2021, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("Bellflower"), and the CITY OF SANTA FE SPRINGS, a general law city and municipal corporation ("Contractor").

SECTION 1. Pursuant to Section 2 of Agreement File No. 242.1 ("Agreement"), Section 4(a) (Payment) is amended to read as follows:

"4. PAYMENT

(a) Bellflower agrees to pay Contractor a flat monthly rate of \$70.00 per signal (53 signals) and \$35.00 per flasher (12 flashers or flasher equivalent devices), as listed in Exhibit A, for routine maintenance based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Bellflower."

SECTION 2. Exhibit A (Location for Maintenance of Traffic Control Devices) is replaced by the attached Exhibit A.

SECTION 3. The first paragraph of Exhibit B attached to the Agreement is deleted and replaced with the following:

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain the 100% Bellflower owned traffic control devices as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

SECTION 4. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

SECTION 5. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BELLFLOWER

CITY OF SANTA FE SPRINGS

Jeffrey L. Stewart, City Manager

Raymond R. Cruz, City Manager

ATTEST:

ATTEST:

Mayra Ochiqui, City Clerk

Janet Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Ivy M. Tsai, City Attorney

Attachments:

Exhibit A – Location for Maintenance of Traffic Control Devices

CITY OF BELLFLOWER
EXHIBIT A
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 1	Alondra Boulevard & Bellflower Boulevard	6	0
BLF 2	Alondra Boulevard & Clark Avenue	4	0
BLF 3	Alondra Boulevard & Cornuta Avenue	2	0
BLF 4	Alondra Boulevard & Eucalyptus Avenue	2	0
BLF 5	Alondra Boulevard & McNab Avenue	2	0
BLF 6	Alondra Boulevard & Ryon Avenue	2	0
BLF 7	Alondra Boulevard & Virginia Avenue	2	0
BLF 8	Alondra Boulevard & Woodruff Avenue	4	0
BLF 9	Ardmore Avenue & Artesia Boulevard	3	0
BLF 10	Ardmore Avenue & Flower Street	4	0
BLF 11	Artesia Boulevard & Bellflower Boulevard	6	0
BLF 12	Artesia Boulevard & Canehill Avenue	2	0
BLF 13	Artesia Boulevard & Clark Avenue	4	0
BLF 14	Artesia Boulevard & Palo Verde Avenue	4	1
BLF 15	Artesia Boulevard & Woodruff Avenue	4	0
BLF 16	Beach Street & Woodruff Avenue	2	0
BLF 17	Bellflower Boulevard & Belmont Street	4	0
BLF 18	Bellflower Boulevard & Somerset Boulevard	4	0
BLF 19	Bellflower Boulevard & Flora Vista Street	4	0
BLF 20	Bellflower Boulevard & Flower Street	4	0
BLF 22	Bellflower Boulevard & Jefferson Street	2	0
BLF 23	Bellflower Boulevard & Oak Street	4	0
BLF 24	Bellflower Boulevard & Park Street	2	0
BLF 25	Bellflower Boulevard & Ramona Street	4	0
BLF 26	Bellflower Boulevard & Rose Street	6	0
BLF 27	Bellflower Boulevard & Rosecrans Avenue	4	0
BLF 28	Cedar Street & Clark Avenue	2	0
BLF 29	Civic Center Drive & Flower Street	2	0
BLF 30	Clark Avenue & Somerset Boulevard	4	0

CITY OF BELLFLOWER
EXHIBIT A
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 31	Clark Avenue & Flower Street	4	0
BLF 33	Clark Avenue & Oak Street	1	0
BLF 34	Clark Avenue & Park Street	2	0
BLF 35	Clark Avenue & Rosecrans Avenue	4	0
BLF 36	Somerset Boulevard & Ryon Avenue	2	0
BLF 37	Somerset Boulevard & Woodruff Avenue	4	0
BLF 38	Flora Vista Street & Woodruff Avenue	3	0
BLF 40	McNab Avenue & Rosecrans Avenue	2	0
BLF 41	Palo Verde Avenue & 183rd Street/Allington	4	3
BLF 42	Rosecrans Avenue & Woodruff Avenue	4	0
BLF 43	Prichard Street & Clark Avenue	4	0
BLF 44 ¹	Somerset Boulevard (EB) w/o Cabell Avenue	0	0
BLF 45 ¹	Somerset Boulevard (WB) e/o Eucalyptus Avenue	0	0
BLF 46 ¹	Somerset Boulevard & McNab Avenue (NE & SW cor) (2 flashers)	0	0
BLF 47	Alondra Boulevard & Pacific Avenue	2	0
BLF 48	Clark Avenue at Bike Trail	2	0
BLF 49	Flora Vista Street at Flower Street	3	0
BLF 50 ²	Palm Street at Virginia Avenue - IP Crosswalk Lights and Flashing Ped Xing Signs	0	0
BLF 51 ³	Palm Street e/o Virginia Avenue EB & WB Radar Feedback Signs	0	0
BLF 52	Artesia Boulevard & California Avenue	2	0
BLF 53	Bellflower Boulevard & Walnut Street	4	0
BLF 55 ⁴	Bellflower Boulevard & Laurel Street Flashing Ped Xing Signs	0	0
BLF 56	Lakewood Boulevard at Paramount Place	3	2
BLF 57	Lakewood Boulevard at Somerset Boulevard	6	0
BLF 58	Lakewood Boulevard at Paseo Street	1	0
BLF 59	Lakewood Boulevard at Alondra Boulevard	4	0
BLF 60	Lakewood Boulevard at Flower Street	6	0

CITY OF BELLFLOWER
EXHIBIT A
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 61	Lakewood Boulevard at Artesia Boulevard	4	0
BLF 62 ⁴	Somerset Boulevard at Eucalyptus Avenue (SE & NE cor) Flashing Ped Xing Signs	0	0
BLF 63 ⁴	Eucalyptus Avenue bet Somerset Boulevard & Linden Street Flashing Ped Xing Signs	0	0
BLF 64 ³	Eucalyptus Avenue bet Somerset Boulevard & Linden Street NB & SB Radar Feedback Signs	0	0
BLF 65	Bellflower Boulevard at Mayne Street	4	0
BLF 66	Woodruff Avenue at Lindale Street	3	0
BLF 67 ²	<i>Cerritos Avenue at Somerset Boulevard</i>	0	0
BLF 68 ⁴	<i>Cerritos Avenue at Somerset Boulevard</i>	0	0
BLF 69	<i>Harvard St at Bellflower Blvd</i>	3	0

updated 07/7/2021

¹ Indicates locations that are flashers.

² Indicates locations that are flashing pedestrian signs or in-pavement crosswalk lights billed as one flasher.

³ Indicates locations that are radar feedback signs billed as one flasher.

⁴ Indicates locations that are RRFB's billed as one flasher.

Note: nos. 21, 32, 39, & 54 not used.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 101

December 7, 2021

CONSENT AGENDA

2022 5K Fun Run/Walk Traffic Control Plans - Request for Approval


RECOMMENDATION

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2022 5K Fun Run/Walk route on Saturday, March 12, 2022.

BACKGROUND

The City of Santa Fe Springs' 2022 5K Fun Run/Walk will take place on Saturday, March 12, 2022. The 5K Fun Run/Walk will begin at 7:00 a.m. in front of Town Center Hall. Participants will head east through Town Center Plaza, south through the Aquatic Center parking lot then onto Pioneer Boulevard. The course continues south on Pioneer Boulevard then west through the Little Lake School District parking lot, and then onto the track at Lake Center Athletic Park, then north along the walkway through the Park to Clarkman Street. The course continues west on Clarkman Street then through the Clarkman Walkway and then south on Roseton Avenue. The course continues south on Roseton Avenue and then turns west on Kinghorn Street over to the Orr and Day service road. The route continues north on the Orr and Day service road to Chieftain Way and then moves onto Orr and Day Road north to Joslin Street. The course then veers onto the Orr and Day service road and continues north to Davenrich Street. The course continues east on Davenrich Street then south on Jersey Avenue to Parkmead Street. The participants will then head east on Parkmead Street and then north one block on Alburtis Avenue to Garetal Street. The course continues west on Garetal Street then north on Flallon Avenue to Dunning Street. The course continues one block east on Dunning Street then north on Alburtis Avenue to the Town Center Walkway. At the Town Center Walkway, participants will head east along the Walkway to the Town Center Plaza onto the finish line which is shown on the attached route Exhibit.

The City is required to obtain insurance coverage from the California Joint Powers Insurance Authority (CJPIA); however, the CJPIA requires City Council's approval of the traffic control plans for the proposed city street closures for the 2022 5K Fun Run/Walk event. The traffic control plans exhibit denotes the locations of lane and road closures, the placement of traffic control devices and stationing of City personnel along the 2022 5K Fun Run/Walk route. The traffic control plans are available for review at the office of the City Clerk.


Raymond R. Cruz
City Manager

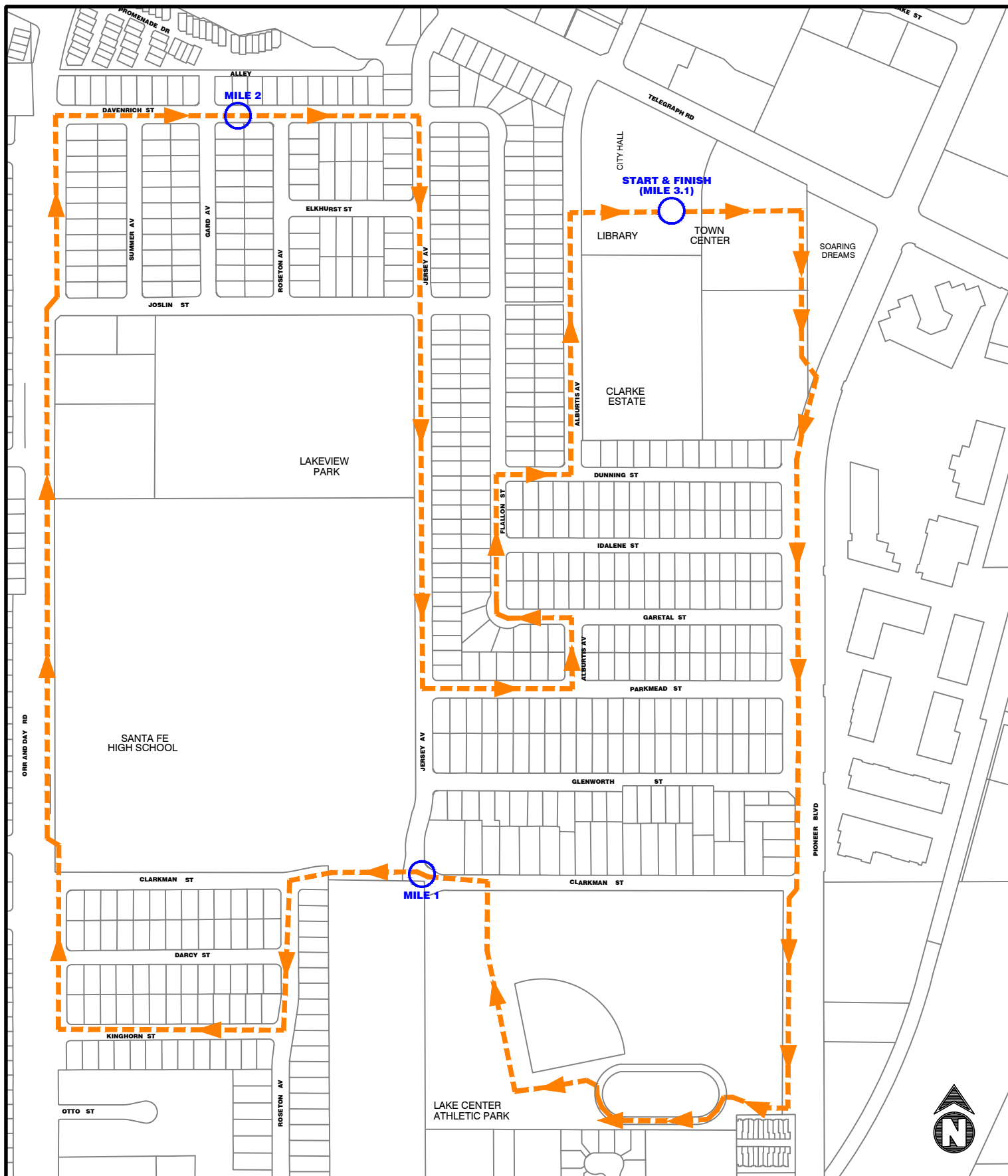
Attachment:

1. 5K Fun Run/Walk Route Exhibit

Report Submitted By: Noe Negrete
Director of Public Works



Date of Report: December 3, 2021



5K FUN RUN ROUTE



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10J

December 7, 2021

CONSENT AGENDA

Heritage Park Train Exhibit Improvements (Paint and Refurbish Box Car) -
Authorization to Advertise for Construction Bids

RECOMMENDATION

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

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 Heritage Park Train Exhibit Improvements (Paint and Refurbish Box Car) project is located in Heritage Park, adjacent to the parking lot. The general items of work include removing and replacing all damaged/deteriorated/rotted wood members located on the exterior and interior of the box car. All of the replaced exterior and interior wood, including the sides, floor and ceiling of the box car will be outdoor rated lumber. The contractor will match the exterior aesthetics and structural conditions of the existing box car. Work will also include removing the box car interior tongue and groove wood frame system and replacing with a traditional 2x4 stud framing system since the boxcar no longer functions as a refrigerator. The contractor will prepare the surface of all existing lumber, newly installed lumber, existing hardware, hinges, doors, metal frames, steel frames, flashings, etc. for the application of paint. The contractor will reinstall all removed hardware, hinges, doors, metal frames, steel frames, flashings, decorative attachments, etc. for the purpose of replacing wood members. The painting of the entire body of the box car will be one solid color to match existing. The contractor is not responsible for reestablishing the mural located on the east side of the box car. Polyurethane will be applied to the wood in the interior of the box car.

The construction cost estimate for the Heritage Park Train Exhibit Improvements (Paint and Refurbish Box Car) project is \$140,000. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$200,000. The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: December 3, 2021

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 140,000
Design	\$ 9,000
Engineering	\$ 15,000
Inspection	\$ 15,000
Contingency	\$ 21,000
Total Project Cost:	\$ 200,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Heritage Park Train Exhibit Improvements Project is an approved California Natural Resources Agency grant funded project with an original budget of \$80,000. Staff anticipates requesting an appropriation of funds at the time of Award of Contract. Staff recommends seeking funding from the Art in Public Places Fund.

INFRASTRUCTURE IMPACT

The Heritage Park Train Exhibit Improvements projects will improve the structural condition of the Box Car. In addition, the Heritage Park Train Exhibit Improvements project will improve the aesthetic look of the Box Car at Heritage Park.



Raymond R. Cruz
City Manager

Attachments:
None



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Resolution No. 9741 – Authorize the City Treasurer and the Assistant City Treasurer Authority to Direct and Manage Cash Management Services

RECOMMENDATION

- Adopt Resolution No. 9741 authorizing the City Treasurer and the Assistant City Treasurer to direct and manage cash management services.

BACKGROUND

Automated Clearing House (ACH) fraud is an increasing threat to the City's bank deposits. This year, the City experienced several fraud attempts with ACH transactions. As part of a long-standing practice, Finance Department staff reviews bank activity on a daily basis and immediately identified each unauthorized transaction. In each case, the bank credited the City's account for the unauthorized transaction.

In order to further protect the City's accounts, Finance staff is recommending to enter into a cash management services agreement with Bank of the West to institute additional fraud prevention measures. The service, known as "ACH Positive Pay", prevents all ACH withdrawal transactions from being posted to the City's accounts unless specifically approved by the City Treasurer or Assistant City Treasurer in advance.

Pursuant to California State Law and the City's Municipal Code, the City Council formally appoints individuals acting in the treasury capacity. On January 30th, 2018, the City Council adopted Resolution No. 9568, appointing Travis Hickey to act as City Treasurer and Lana Dich to act as Assistant City Treasurer.

Implied in Resolution No. 9568 is the authority for the City Treasurer and Assistant City Treasurer to execute and manage banking and investment transactions, as necessary, to appropriately oversee the City's bank deposits and investments. Despite the broad authority contained in Resolution No. 9568, the City's banking institution, Bank of the West, requires the City Treasurer to sign a "corporate resolution" (see Attachment 2) indicating that the governing body (i.e. City Council) has authorized the City Treasurer and Assistant City Treasurer to enter into cash management services agreements and otherwise give instructions regarding the City's cash management services.



City of Santa Fe Springs

City Council Meeting

December 7, 2021

If approved, Resolution No. 9741 will provide the necessary authority to allow the City Treasurer and Assistant Treasurer to enter into a cash management services agreement with Bank of the West, including the addition of ACH Positive Pay.

Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. 9741
2. Bank of the West Corporate/Association Resolution
3. Bank of the West Authorization and Agreement for Cash Management Services
4. Bank of the West ACH Positive Pay Sign up Form

RESOLUTION NO. 9741

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AUTHORIZING THE CITY TREASURER AND ASSISTANT CITY TREASURER
AUTHORITY TO DIRECT AND MANAGE ANY CASH MANAGEMENT SERVICE
AND OTHERWISE GIVE INSTRUCTIONS REGARDING CASH MANAGEMENT
SERVICES**

WHEREAS, Government Code Section 53607 allows for the legislative body to delegate the responsibilities of the office of City Treasurer;

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

Section 1. The City Treasurer and the Assistant City Treasurer of the City of Santa Fe Springs, California are hereby authorized to direct and manage any cash management services and otherwise give instructions regarding cash management services.

APPROVED and ADOPTED this 7th day of December, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



RESOLVED: The officer(s) of
listed below is/are authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization's cash management services(s).

Enter the name and title of each authorized person below:

Travis Hickey
City Treasurer/Director of Finance and Administrative Services

Lana Dich
Asst. City Treasurer/Finance Manager

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

CERTIFICATION

I certify that this resolution was adopted by the organization in accordance with law and its charter documents at a meeting duly held by this organization's governing body, and is now in effect. I further certify that I have full authority to execute this certification. Bank of the West is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of the West.

12/7/2021


DATED

SIGNATURE

PRINT NAME

For Bank Use Only

Received and Accepted by Bank of the West RM/SC

Name:
Title:
Effective Date:
Signature 



AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

This Authorization and Agreement for Cash Management Services (this “**Agreement**”) applies to Cash Management Services (collectively, the “**Services**”) provided by Bank of the West (“**Bank**”). This Agreement may be agreed to by one or more business organizations from time to time and references herein to “**you**” and “**your**” refer to the undersigned entity and any and all other business organizations added to this Agreement, now or in the future, with the approval of the Bank and the undersigned (each a “**Related Entity**”). You agree to this Agreement by signing it or an Addendum hereto either in writing or, by prior agreement with Bank, electronically. You may also agree to this Agreement by requesting, accepting or using any of the Services.

By agreeing to this Agreement, each of you agrees that all Services are subject to this Agreement and Bank’s Cash Management Terms and Conditions, including any separate disclosures, schedules and other documents and materials referenced therein or provided to you in connection with the Services (collectively, “**Terms and Conditions**”). References to this Agreement and the Terms and Conditions include all additions, deletions and other amendments (“**Amendments**”) thereto from time to time. Amendments may be made as set forth in the Terms and Conditions. You acknowledge receipt of the Terms and Conditions.

Bank will maintain records of the Services you have requested either orally or in writing from time to time. Bank’s records shall be final and conclusive as to the Services that you have requested and the Bank has agreed to provide to you. Bank’s obligation to provide any Service is subject to: (1) Bank’s receipt of any required information and documentation from you; (2) Bank’s approval of your request for the Service; and (3) completion of any testing or training requirements established by Bank.

By agreeing to this Agreement, you represent that the individual who signs this Agreement or an Addendum hereto on your behalf (your “**Designee**”) is an authorized signer on your behalf. You further agree that: (1) your Designee and the Designee of any Related Entity is authorized to access electronically any of your accounts or the accounts of any Related Entity; (2) each such Designee shall be entitled to access and control all such accounts singly without regard to any multiple signer designations or other requirements or restrictions that might otherwise be applicable to a specific account. Such access and control includes but is not limited to, the ability to: (1) control accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) perform all types of electronic transactions to and from any such accounts; and (5) authorize other users to access such accounts to perform similar functions.

You authorize the linking of your accounts to the Services that are provided to any Related Entity. Bank may treat you and all Related Entities as one entity for purposes of the Services. This includes, but is not limited to, authority to link, without restriction, any or all of your deposit or other accounts with the accounts of a Related Entity for Account Analysis, Deposit Concentration, Zero Balance Accounting, and Online Banking Services (and regardless of whether provided by Bank or any of its affiliates). Linked accounts may include, but are not limited to, deposit accounts of any type, credit accounts of any type, investment and brokerage accounts of any type and any and all other accounts that Bank may now or in the future hold for you or on your behalf. Linking of your accounts could subject you to claims involving or arising out of the commingling of funds and you assume all such risks. You acknowledge and agree that, for purposes of Online Banking and other electronic access, the granting of access to accounts by way of a single identification number, log-on and/or password will be considered done at your request and for your convenience. You agree to indemnify, protect, hold harmless and defend Bank from and against any and all claims, demands, damages, expenses, liabilities or costs (including attorneys’ fees, professional fees and court costs) of whatever kind or nature whatsoever, in connection with or arising from the linking of accounts contemplated hereby. Bank is not required to obtain consent from any Related Entity for actions



AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

by you or for any linking of accounts. Bank is not required to give you notice of the acts or omissions of the others.

You and each Designee signing this Agreement on your behalf represent and warrant that: (1) your Designee is your officer, owner, or principal or is otherwise authorized to act on your behalf; and (2) you have taken all action required by your organizational or constituent documents to authorize the Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, to provide instructions to Bank, and to designate employees and agents to act in your name and on your behalf regarding the Services and any and all of your accounts.

Effective Date:

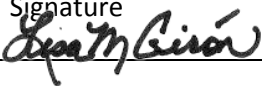
AGREED:

Tax Identification Number 95-6005874	
Business Entity Name City of Santa Fe Springs	Printed Signer's Name Travis Hickey
Authorized Signature	Title City Treasurer/Director of Finance and Administrative Services

For Bank Use Only

Bank of the West (Office/Unit)

Bank of the West (Cash Management Sales)

Name:	Name: Lisa M Giron
Title:	Title: Sr. Treasury Solutions Consultant, VP
Office/Unit:	
Date:	Date:
Signature	Signature 



BANK OF THE WEST
BNP PARIBAS

COMMERCIAL BANKING GROUP
ACH POSITIVE PAY SIGN UP FORM

Organization Legal Name	Tax Identification Number
City of Santa Fe Springs	95-6005874

By executing this form, the undersigned Organization hereby requests the ACH Positive Pay service from Bank of the West ("us" or "our").

This Organization acknowledges that it has received from us the most current Cash Management Terms and Conditions and applicable Schedules of Fees and Charges, User Materials, related documents and disclosures (collectively, the "Agreement") pertaining to the provision of the ACH Positive Pay service to the Organization. The Organization agrees that the ACH Positive Pay service obtained from us is subject to the Agreement; as such document currently exists and as may be added, to, deleted from or otherwise changed from time to time in the future.

The Organization designates the following individual(s) as authorized System Administrator(s) (as such term is defined in the Agreement) for the ACH Positive Pay service. This Organization acknowledges that any System Administrator for the ACH Positive Pay service has the rights and obligations for security of this Organization's ACH Positive Pay service, including, without limitation, the ability to create additional user(s) and assign security levels to such additional user(s) of the ACH Positive Pay service.

This designation ☐ represents ☐ does not represent a **change** in System Administrator(s).

System Administrator Name (Two Recommended)	Email Address	Phone
Travis Hickey	TravisHickey@santafesprings.org	562-868-0511 ext 7322
Lana Dich	LanaDich@santafesprings.org	562-868-0511 ext 7472

This Organization does not require an approval by a different System Administrator to create/modify and assign security levels to individuals who are authorized users of this Organization's ACH Positive Pay service. A newly created/modified operator may have immediate access to the ACH Positive Pay service upon our receipt of an acceptable authorization from any one System Administrator.

If a general partnership, limited partnership, limited liability partnership, the undersigned certifies that they are all the general partners or managing partners of the Organization; if a corporation, they are the authorized officers; and if a limited liability company, they certify that they are all the members of the Organization or all the managers of the Organization.

Printed Signer's Name	Printed Signer's Name
Travis Hickey	Lana Dich
Title	Title
City Treasurer/Director of Finance and Admin Services	Asst. City Treasurer/Finance Manager
Authorized Signature	Authorized Signature
Date	Date



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Adopt Resolution No. 9743 Approving Salary Schedule Modifications to Comply with Minimum Wage Requirements

RECOMMENDATION

- Adopt Resolution No. 9743 approving the salary schedule changes outlined below and attached to be effective with the pay period starting December 19, 2021.

BACKGROUND

The City is required to maintain a publicly available City Council-approved salary schedule for each position within the City. As changes to the salary schedule are needed, the revisions are brought to the City Council for approval. Proposed changes to the salary schedule are outlined below and attached for Council's consideration.

Minimum Wage

California Senate Bill 3 (SB 3) was signed into law on April 4, 2016, setting the stage to raise the state minimum wage by set amounts each year to reach \$15.00 per hour by January 1, 2022. Once the \$15.00 per hour threshold is reached, the state minimum wage will increase annually based on the Consumer Price Index up to 3.5% per year. The adjustments to minimum wage under SB 3 are as follows:

Effective Date	Minimum Wage
January 1, 2017	\$10.50/hour
January 1, 2018	\$11.00/hour
January 1, 2019	\$12.00/hour
January 1, 2020	\$13.00/hour
January 1, 2021	\$14.00/hour
January 1, 2022	\$15.00/hour

In compliance with SB 3, the City has approved an updated salary schedule each of the past five years to reflect the new minimum wage. At this time, staff is recommending adjusting the hourly rates which are below \$15.00/hour up to \$15.00/hour. The last couple of rounds of minimum wage increases have resulted in a compaction of hourly rates between several job classifications. Given these compaction challenges and the elevated competition with the private sector, staff anticipates proposing a long-term solution that will make the City competitive and, at the same time, address the compaction during the development of the FY 2022-23 budget.

Attached to the Resolution are the job classifications, positions, and current and proposed hourly rates recommended for adjustment.



City of Santa Fe Springs

City Council Meeting

December 7, 2021

FISCAL IMPACT

The budgetary impact of the minimum wage increase was accounted for during the preparation of the Fiscal Year (FY) 2021-22 budget and no adjustment is required.

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

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9743 Approving Salary Schedule changes

RESOLUTION NO. 9743

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, APPROVING CHANGES TO THE FISCAL YEAR 2021-2022 SALARY
SCHEDULE**

WHEREAS, the City Council considered proposed position adjustments, requiring changes to the salary schedule; and

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

1. The City Council approves and adopts the changes to the Fiscal Year 2021-2022 Salary Schedule attached hereto as "Exhibit A" and incorporated herein by this reference.

APPROVED and ADOPTED this 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

PROPOSED SALARY SCHEDULE MODIFICATIONS

December 7, 2021

Resolution No. 9743 Attachment A

CLASS	POSITION(S)	CURRENT HOURLY RATES								PROPOSED HOURLY RATES							
		STEP								STEP							
		A-1	B-2	C-3	D-4	E-5	X-24	V-22		A-1	B-2	C-3	D-4	E-5	X-24	V-22	
MINIMUM WAGE ADJUSTMENTS																	
530	COMMUNITY SERVICES LEAD I B	14.000	14.297	14.594	15.331	16.094				15.000	15.000	15.000	15.331	16.094			
705	LITERACY INTERN ADMIN INTERN	14.938	15.761	16.627	17.541	18.509				15.000	15.761	16.627	17.541	18.509			
710	TRAFFIC SIGNAL APPRENTICE WATER UTILITY APPRENTICE ELECTRICIAN APPRENTICE MECHANIC APPRENTICE	14.228	14.938	15.681	16.469	17.290				15.000	15.000	15.681	16.469	17.290			
725	HERITAGE PARK RANGER PSO APPRENTICE	14.172	14.883	15.625	16.411	17.230				15.000	15.000	15.625	16.411	17.230			
727	ADMIN CLERK I	14.521	15.320	16.163	17.051	17.989				15.000	15.320	16.163	17.051	17.989			
730	COMMUNITY SERVICES LEAD II	14.000	14.676	15.397	16.174	16.979				15.000	15.000	15.397	16.174	16.979			
731	FINANCE OFFICE AIDE WAREHOUSE ASSISTANT	14.000	14.676	15.397	16.174	16.979				15.000	15.000	15.397	16.174	16.979			
743	PUBLIC WORKS AIDE II	14.000	14.676	15.397	16.174	16.979				15.000	15.000	15.397	16.174	16.979			
744	LIBRARY SERVICES AIDE COMMUNITY SERVICE LEADER I PUBLIC WORKS AIDE OFFICE AIDE AQUATICS AIDE	14.000	14.297	14.594	15.331	16.094				15.000	15.000	15.000	15.331	16.094			
798	RECREATION INSTRUCTOR						14.000	14.350							15.000	15.375	



CONSENT AGENDA

Adopt Resolution No. 9744 to Document the Existing CalPERS Employer Paid Member Contributions (EPMC) Benefits

RECOMMENDATION

Adopt Resolution No. 9744 to document the existing CalPERS Employer Paid Member Contributions (EPMC) Benefits with CalPERS.

BACKGROUND

The City of Santa Fe Springs offers certain employees an Employer Paid Member Contributions (EPMC) benefit through the CalPERS system, in which the City pays a percentage of the required employee contribution to CalPERS – 8% for Miscellaneous employees and 9% for Safety employees. This benefit was available to participants, both Miscellaneous and Safety, in the City's CalPERS Tier I plan (Misc.: 2.7% @ 55 and Safety: 3.0% @ 50). This includes active employees as of September 1, 1994 through employees hired prior to November 19, 2012.

The City is required to report to CalPERS the value of the EPMC and to have a City Council Resolution on file to support the reporting of the value of the EPMC. Recently, the City underwent a CalPERS audit and as part of the audit City staff were unable to locate a Resolution that was submitted to PERS to document this benefit. As such, and pursuant to CalPERS requirements, staff is requesting the adoption of Resolution No. 9744 to file and document the existing benefit with CalPERS.

The Resolution does not increase or expand any existing CalPERS benefits.

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

Raymond R. Cruz
City Manager

Attachments

1. Resolution No. 9744

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID
MEMBER CONTRIBUTION**

WHEREAS, the City Council of the City of Santa Fe Springs has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the City Council of the City of Santa Fe Springs has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of Santa Fe Springs of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the City Council of the City of Santa Fe Springs has identified the flowing conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all Tier I Classic Employees hired before November 19, 2012 including elected officials and non-represented employees.**
- **This benefit shall consist of paying eight (8) percent of the normal contributions as EMPC for Miscellaneous employees and nine (9) percent of the normal contributions as EMPC for Safety employees, and reporting the same percent (value) of compensation earnable ** {excluding Government Code Section 20636(c) (4)} as additional compensation.**
- **The effective date of this Resolution shall be September 1, 1994.**

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ELECTS TO PAY AND REPORT THE VALUE OF EPMC, AS SET FORTH ABOVE

APPROVED and ADOPTED this 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

** Note: Payment of EMPC and reporting the value of EPMC on compensation
 earnable is on pay rate and special compensation except special
 compensation delineated in Government Code Section 20636(c) (4)
 which is the monetary value of EPMC on compensation earnable.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10N

December 7, 2021

CONSENT AGENDA

Resolution No. 9740 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties

RECOMMENDATION:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

BACKGROUND

The State legislature, through the passage of SB 1205, requires the chief of every fire department to conduct annual inspections on all public or private schools, hotel, motel, lodging house, apartment house, and certain residential care facilities (Health and Safety Code 13146.3, 13146.2, 17921(b)).

Beginning on January 1, 2019, every fire department must report on these State mandated annual inspections (Health and Safety Code 13146.4, *Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019.* This report must be in the form of a resolution or other formal document.

Definitions of key terms:

R1 – Residential occupancies with transient (<30 days) occupants

- Boarding houses (transient) no more than 10 occupants
- Congregate residents (transient) no more than 10 occupants
- Hotels, motels

R2 – Residential – Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including apartments

R2.1 – 24-hour living facilities may contain >6 non-ambulatory and/or bedridden clients.

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.
- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment

R4 – 24-hour living facilities more than six ambulatory clients, but not more than 16 persons; maximum of six non-ambulatory or bedridden clients

- Assisted living facilities such as residential care facilities, residential care facilities for the elderly (RCFEs), adult residential facilities, group homes, etc.



City of Santa Fe Springs

City Council Meeting

December 7, 2021

- Social rehabilitation facilities such as halfway houses, community correctional centers, community treatment programs, alcoholism or drug abuse recovery or treatment

E – Facilities used for educational purposes through the 12th grade.

In order to meet this mandate, the Fire Suppression division assigns annual inspections to Fire Prevention Division staff and to Fire Companies. Inspections are logged into the Department's records management system. In 2021, all R1, R2, R2.1, R4, and E occupancies were inspected, achieving 100% compliance with the State Fire Marshal mandate.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9740

RESOLUTION NO. 9740

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE SANTA FE SPRINGS DEPARTMENT OF FIRE-RESCUE REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Santa Fe Springs Department of Fire-Rescue, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Santa Fe Springs intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Santa Fe Springs Department of Fire-Rescue compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs that said City Council expressly acknowledges the receipt of the report of compliance of the Santa Fe Springs Department of Fire-Rescue with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Santa Fe Springs, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Santa Fe Springs, there lie thirteen (13) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2020, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of thirteen (13) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Santa Fe Springs, there lie thirty-eight (38) Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2020, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of thirty-eight (38) Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

APPROVED and ADOPTED this 7th day of December, 2021 by the following vote:

AYES :
NOES :
ABSENT :
ABSTAIN :

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



PUBLIC HEARING (Continued from November 2, 2021 City Council Meeting)

Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration)

Development Plan Approval (DPA 980)

A request for approval to allow the construction of a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements on property located at 11401 Greenstone Avenue (APN: 8026-018-023) within the M-2, Heavy Manufacturing, Zone. (Greenstone SFS, LLC)

RECOMMENDATION

- Continue the appeal hearing to the January 18, 2022 City Council Meeting.

On July 22, 2021, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to Development Plan Approval Case No. 980 for a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements at 11401 Greenstone Avenue. The subject appeal was noticed in the Whittier Daily News on July 30, 2021 in anticipation of presenting the matter to the City Council at its regularly scheduled meeting of August 17, 2021. In addition, legal notice of the public hearing was mailed to all property owners within 500 feet of the exterior boundaries of the subject property and also posted at Santa Fe Springs City Hall, the City Library and City's Town Center Kiosk.

On August 16, 2021, the appellant (Supporters Alliance for Environmental Responsibility) sent an email to the Mayor, members of the City Council, and staff, detailing the reason for their concerns with the Mitigated Negative Declaration and why they believed that an EIR was required. On August 17, 2021, staff recommended that the City Council continue the matter in light of the e-mail received and to allow staff sufficient time to review and evaluate its contents, and the City Council unanimously voted to continue the appeal matter to September 7, 2021. By the September 7, 2021 City Council Meeting, the City's environmental consultant had not yet completed their review. Based on staff's recommendation to allow additional timing, the City Council unanimously voted to continue the appeal matter to September 20, 2021. Late September 14, 2021, staff received the response to comments from the environmental consultant. To allow staff with additional timing to review the responses, staff recommended a further continuance of the appeal matter. On September 20, 2021, the City Council unanimously voted to continue the appeal matter to October 5, 2021.

At the applicant's request, to allow sufficient time to complete a thorough review of the response to comments by all parties, staff recommended a further continuance of the appeal matter to the November 2nd City Council Meeting. On October 5, 2021, the City

Council unanimously voted to continue the appeal matter to November 2, 2021.

Prior to the November 2nd City Council Meeting, the applicant submitted a subsequent request for continuance of the appeal matter to the December 7th City Council Meeting. On November 2, 2021, the City Council unanimously voted to continue the appeal matter to December 7, 2021.

On November 22, 2021, the applicant requested to continue the appeal matter until after the holiday season. Therefore, staff is recommending a further continuance of the appeal matter to the January 18, 2022 City Council Meeting.



Raymond R. Cruz
City Manager



PUBLIC HEARING

Notice of Availability and Public Hearing to solicit comments on the Draft Environmental Impact Report (DEIR) for the 2040 General Plan and Targeted Zoning Code Update

RECOMMENDATION

- Open the public hearing and receive public comments on the Draft Environmental Impact Report and thereafter close the public hearing.

BACKGROUND

The City, as a lead agency, determined that the General Plan and Targeted Zoning Code Update is a "project" as defined by the California Environmental Quality Act (CEQA). CEQA requires the preparation of an EIR prior to approving any project that may have a significant impact on the environment.

An EIR must disclose the expected direct and indirect environmental impacts associated with a project, including impacts that cannot be avoided, growth-inducing effects, impacts found not to be significant, and significant cumulative impacts, as well as identify mitigation measures and alternatives to the proposed project that could reduce or avoid its adverse environmental impacts. CEQA requires government agencies to consider and, where feasible, minimize environmental impacts of proposed developments, and an obligation to balance a variety of public objectives, including economic, environmental, and social factors.

A Draft EIR for the 2040 General Plan and Targeted Zoning Code Update was prepared in accordance with CEQA requirements to evaluate the potential environmental impacts associated with the implementation of the 2040 General Plan. The Planning Area for the project consists of approximately 11.5 square miles of land within the City's boundaries (8.9 square miles) and land outside the City's boundaries within the City's Sphere of Influence (2.6 square miles). The Draft EIR programmatically assesses the anticipated development that could occur within the Planning Area if every parcel is developed at the densities and intensities expected under the proposed General Plan. It should be noted that actual future development would depend on future real estate market conditions, new state and federal laws, property owner preferences, site-specific constraints, technological advancements, and other factors. The Draft EIR also discusses alternatives to the General Plan, and proposed mitigation measures that will offset, minimize, or otherwise avoid significant environmental impacts. However, the Draft EIR has determined that, even with implementation of all feasible and recommended mitigation, the following impacts would remain significant and unavoidable: Air Quality, Greenhouse Gas Emissions, and Transportation (VMT).

Alternatives were considered in accordance with CEQA Guidelines Section 15126.6(d); however, it was determined that none of the alternatives would eliminate or otherwise reduce any of the significant impacts to less than significant levels.

**PUBLIC REVIEW OF THE DRAFT GENERAL PLAN AND
DRAFT ENVIRONMENTAL IMPACT REPORT (EIR)**

In early November, staff and the consultant team completed the Draft General Plan and Draft EIR. Both documents were concurrently released for public review on November 3, 2021. As mandated by State Law, the minimum public review period for an EIR is 45 days. The 45-day public review and comment period for the Draft EIR, therefore, began on Wednesday, November 3, 2021 and will end Friday, December 17, 2021 at 5:00pm.

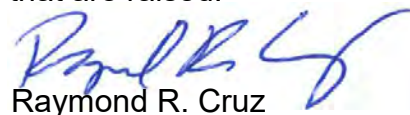
The Draft EIR was made available to the public and interested agencies via multiple methods, including:

- The State CEQA Clearinghouse (SCH#2021050193);
 - <https://ceganet.opr.ca.gov/2021050193>
- The General Plan Website (www.reimaginesantafesprings.org);
- City of Santa Fe Springs website (www.santafesprings.org);
- City Hall – Planning Department (11710 Telegraph Rd, SFS CA 90670);
- Santa Fe Springs City Library (11700 Telegraph Rd, SFS CA 90670); and
- General Plan Update mail list via e-mail;

It should be noted that CEQA does not require public meetings or public hearings on the draft EIR; however, it does encourage wide public involvement in order to receive and evaluate public reactions to environmental issues. To date, the City has circulated a Notice of Preparation (NOP) and also conducted a scoping meeting for the purpose of soliciting written comments on the scope and content of the EIR.

The public hearing on December 7, 2021 is a deliberate effort to ensure the community is continually provided with an opportunity to remain involved in the EIR process. Members of the public are invited to comment on the Draft EIR. Comments on the Draft EIR should focus on the sufficiency of the Draft EIR in discussing possible impacts to the project in light of the Draft EIR's purpose to provide useful and accurate information about such factors.

All comments received during the 45-day public review period, including comments received during the December 7th City Council meeting, will be included in a responses to comments and considered by the City before certification of the Final EIR. There will be no formal action taken by the City Council. This hearing is simply to solicit public comments on the Draft EIR. The City Council will listen to the testimony but will not deliberate or otherwise discuss any EIR issues that are raised.



Raymond R. Cruz
City Manager

Attachments

1. Exhibit 1 – Planning Area

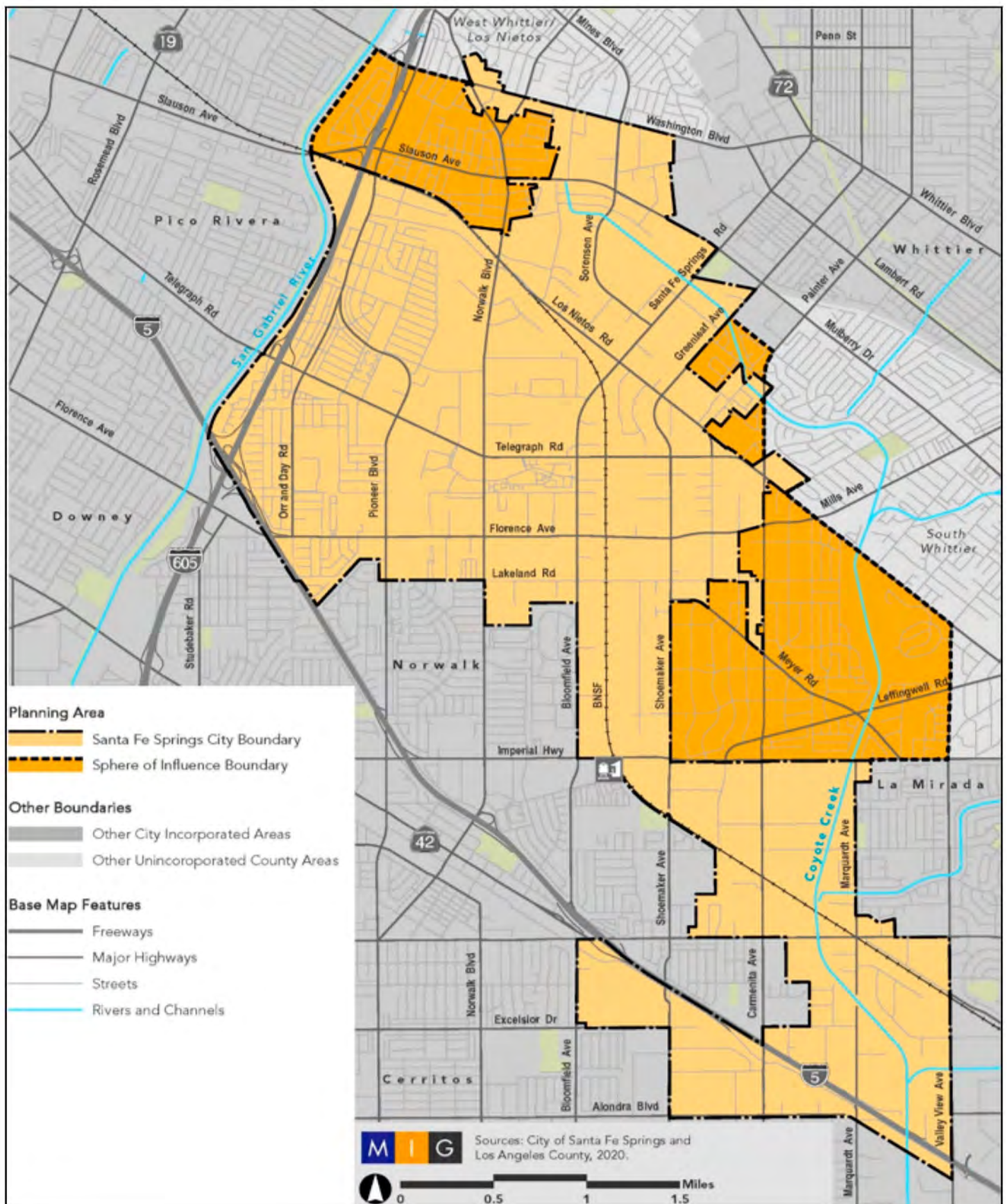


Exhibit 1 - Planning Area



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

December 7, 2021

NEW BUSINESS

Resolution No. 9742 – Request for Parking Restrictions during Certain Hours on Rivera Road, Wellsford Place and Chetle Avenue

RECOMMENDATION

- Adopt Resolution No. 9742 to implement a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. and a tow-away zone for vehicles that violate the restriction at the following locations:
 1. Both sides of Rivera Road from Sorensen Avenue to Chetle Avenue
 2. Both sides of Wellsford Place from Rivera Road to its southerly terminus
 3. West side of Chetle Avenue from Rivera Road to Slauson Avenue

BACKGROUND

The Traffic Commission at their meeting of November 18, 2021 reviewed the attached report for implementing overnight parking restrictions during the hours of 10:00 p.m. and 5:00 a.m. on both sides of Rivera Road from Sorensen Avenue to Chetle Avenue, both sides of Wellsford Place between Rivera Road and its southerly terminus, and the west side of Chetle Avenue between Rivera Road and Slauson Avenue, including a provision that could allow the towing of vehicles that violate the restriction. Note that the east side of Chetle Avenue is within the City of Whittier. These restrictions were requested by the Police Services Center in order to deal with the impacts caused by the influx of RV parking in these areas. The Commission voted 4 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction along with the provision for the towing of vehicles that violate the restriction.

Staff recommends implementation of the requested parking restrictions that have been requested by Police Services Center to deal with the various illegal activities caused by the influx of RV's parking long-term along Rivera Road, Wellsford Place and Chetle Avenue.

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

Raymond R. Cruz
City Manager

Attachments:

Exhibit No. 1: Resolution No. 9742

Exhibit No. 2: Traffic Commission Report

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: December 3, 2021

RESOLUTION NO. 9742

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS
DURING CERTAIN HOURS**

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

Section 1. Pursuant to the provision of Section 72.21 of the City Code, when authorized signs are in place giving notice thereof, the following location is designated as a place where no person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of passengers or materials between the hours of 10:00 PM to 5:00 AM:

Rivera Road from Sorensen Avenue to Chetle Avenue
Wellsford Place from Rivera Road to its Southerly Terminus
Westside of Chetle Avenue from Rivera Road to Slauson Avenue

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

November 18, 2021

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Rivera Road, Wellsford Place and Chetle Avenue

RECOMMENDATION

That the Commission recommend to the City Council that a parking restriction between the hours of 10:00 p.m. and 5:00 a.m. be implemented at the following locations:

1. On the west side of Chetle Avenue from Rivera Road to Slauson Avenue.
2. On both sides of Rivera Road from Sorensen Avenue to Chetle Ave
3. On both sides of Wellsford Place between Rivera Road and its southerly terminus.

BACKGROUND

The Police Services Center has been dealing with the long-term parking of recreational vehicles, trespassing, vandalism, theft, destruction of landscaping, etc., in the area northeast of the intersection of Sorensen Avenue and Slauson Avenue. Specifically, the problem areas are on Rivera Road east of Sorensen Avenue, Wellsford Place s/o Rivera Road; along the west side of Chetle Avenue south of Rivera Road. This area is adjacent to several local small businesses and tends to be isolated and secluded, specifically during hours of darkness. The businesses on Rivera Road, Wellsford Place, and the west side of Chetle Avenue have been concerned with various illegal activities occurring near their businesses regularly calling upon the Police Services Center to deal with these activities. Note, the east side of Chetle Avenue is within the City of Whittier.

Chetle Avenue is a local industrial street with a curb-to-curb width of 40 feet. The street is not striped but is wide enough for one lane in each direction with parking permitted on both sides of the street. The street is flat, and it has a straight alignment with a horizontal curve located about 200 feet north of Slauson. The average daily traffic for Chetle Avenue is approximately 1600 vehicles on a typical weekday. The speed limit for Chetle Avenue is a posted 35 miles-per-hour and has a critical speed of 38 miles-per-hour. The abutting development along the west side of Chetle Avenue is some light industrial-type development and some older, heavy manufacturing development, on the east side, in Whittier, there is newer, light-industrial type development. Chetle Avenue traffic is controlled by a STOP sign at the intersections with Rivera Road and Slauson Avenue.

Rivera Road is a local industrial street with a curb to curb width of 52 feet that runs from Sorensen Avenue easterly into the City of Whittier. The street is striped with a skip-yellow centerline and is wide enough for one lane in each direction, with parking permitted at most locations. The street is flat and has a straight alignment, and is oriented in an east-west direction. The average daily traffic for Rivera Road

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "Noe", is written over the printed name.

Date of Report: November 10, 2021

is approximately 3,000 vehicles on a typical weekday. The speed limit is 35 miles per hour and has a critical speed of 34 miles per hour. The abutting development is light industrial type as well as some older heavy industrial type. Westbound traffic on Rivera Road is controlled by a STOP sign at Sorensen Avenue.

Wellsford Place is a local industrial cul-de-sac with a curb to curb width of 48 feet. Wellsford begins at Rivera Road and runs about 320' south of Rivera Road. Wellsford Place is unstriped and is wide enough for one lane in each direction, plus parking is allowed on both sides of the street. Wellsford Place is flat and has a straight alignment and is oriented in a north-south direction. Due to its short length, there is no posted speed limit, and the average traffic for a weekday is estimated to be less than 400 vehicles. The intersection of Wellsford Place and Rivera Road is uncontrolled.

The implementation of the parking restriction will facilitate the Police Services Center's ability to curtail the illegal activities that occur on Rivera Road, Wellsford Place, and the west side of Chetle Avenue. Staff recommends that the Traffic Commission concur with the request of the Police Services Center, and recommend to the City Council that parking be prohibited on Rivera Road, Wellsford Place, and the west side of Chetle Avenue from Rivera Road to Slauson Avenue between the hours of 10:00 p.m. and 5:00 a.m., including a provision that allows for the towing of vehicles that violate the parking restriction.



Noe Negrete
Director of Public Works

Attachments:
Location Map



LOCATION MAP



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

December 7, 2021

NEW BUSINESS

Los Nietos Park Playground Improvements Project - Authorize the purchase of One (1) Miracle Playground Equipment Set and Installation/Site Work Services by piggybacking off Sourcewell Contract Number 010521-LTS

RECOMMENDATION

- Approve adding the Los Nietos Park Playground Improvements Project to the Capital Improvement Plan;
- Adopt Resolution Number 9745 approving the filing of an application for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for the Los Nietos Park Playground Improvement Project;
- Authorize the Director of Purchasing to purchase one (1) Miracle Playground Equipment Set and Installation/Site work Services utilizing the Sourcewell cooperative contract number 010521-LTS; and
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$415,574.98 for this playground improvement.
- Appoint the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

BACKGROUND

In 1992 and 1996, LA County voters approved an annual assessment on parcels of real property within the County (Prop A) for the purpose of development, acquisition, improvement, restoration, and maintenance of parks, recreational, cultural and community facilities, and open space lands within the County. This proposition established the LA County Regional Park and Open Space District (RPOSD) to work with park agencies, community organizations and the general public to gain insight and recommend effective implementation of Prop A. As Prop A came to an end, LA County started a Countywide Parks and Recreation Needs Assessment (PNA) to determine park needs countywide. Measure A was approved in 2016 to fund the areas in need from the PNA through an annual tax allocation or grant.

Over the first 3 years since Measure A was approved, the City's Measure A funded budget has grown to \$438,337.66. These funds must be spent in order to continuing accruing Measure A funding for park and open space improvements. Staff is currently working with the RPOSD on an application to receive funds at the tail-end of the project as a reimbursement.

The Measure A funds will be used to improve the Los Nietos Park playground as the community has expressed a desire for new equipment for children to play on. The project will consist of the removal of all existing playground equipment, wood chips, expansion of the playground foot print to accommodate a 2-5 Year Old and 5-12 Year

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: December 3, 2021

Old equipment zone. The construction of new sidewalk/curbs around the north end of the playground, relocation of light pole, installation of artificial turf as walking surface, removal/replacement of benches/trash receptacles and the restoration of impacted landscaping.

The Director of Purchasing requests approval to “piggyback” off a cooperative contract with Sourcewell (Number 010521-LTS) for the purchasing and installation of playground equipment. Sourcewell solicited bids and issued a contract to PlayPower, Inc, which in turn utilizes the local vendor, Miracle Playground Sales, Inc, to design and build playground improvements.

FISCAL IMPACT

The total quoted cost for the Project is \$415,574.98, which will be covered by the funding allocations that have been accrued through Measure A. This will cover the project design and construction expenditures. Sufficient funding is available from Measure A and no appropriation will be necessary.

INFRASTRUCTURE IMPACT

This improvement project will improve the aesthetic look of the Los Nietos Park playground and create a fun environment for park patrons.



Raymond R. Cruz
City Manager

Attachments:

1. Sourcewell Contract Information
2. Resolution No. 9745
3. Miracle Playground Sales Design and Quote
4. RPOSD Available Funding of Annual Allocations Information





Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

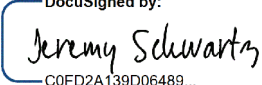
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO


2/15/2021 | 10:36 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

2/15/2021 | 10:46 PM CST
Date: _____

DocuSigned by:

B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 2:23 PM CST
Date: _____

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none">• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award• PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year• The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020.• NRPA Best Booth – Miracle - 2018																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2018</td><td>2019</td><td>2020</td></tr><tr><td>CMAS</td><td>\$429,901.58</td><td>-</td><td>-</td></tr><tr><td>COA</td><td>-</td><td>\$205,565.74</td><td>\$55,895.35</td></tr><tr><td>COSTARS</td><td>\$102,812.68</td><td>\$376,404.54</td><td>\$351,116.88</td></tr><tr><td>DE USAGE</td><td>\$5,690.00</td><td>\$17,322.82</td><td>\$10,690.00</td></tr><tr><td>NJ STATE</td><td>\$295,687.34</td><td>\$442,753.06</td><td>\$239,850.35</td></tr><tr><td>PREP</td><td>-</td><td>\$237,565.00</td><td>\$561,812.00</td></tr><tr><td>SOURCEWEL</td><td>\$38,840,671.82</td><td>\$29,092,389.51</td><td>\$26,043,818.71</td></tr><tr><td>HGAC</td><td>\$1,192,953</td><td>\$236,858</td><td>\$87,436</td></tr><tr><td>NASPO</td><td>\$2,256,692</td><td>\$946,192</td><td></td></tr><tr><td>\$288,288</td><td></td><td></td><td></td></tr><tr><td>KPN</td><td>\$212,068</td><td>\$15,496</td><td></td></tr><tr><td>\$2,703</td><td></td><td></td><td></td></tr></table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2019</td><td>2018</td><td>2017</td></tr><tr><td>GS-03F-072GA</td><td>Miracle Recreation</td><td>\$14,061</td><td>\$94,426</td><td>\$157,563</td></tr><tr><td>GS-03F-055AA</td><td>Little Tikes Commercial</td><td>\$41,812</td><td>\$12,788</td><td>\$74,698</td></tr><tr><td>GS-03F-0071T</td><td>Playworld</td><td>\$8,680</td><td>\$78,008</td><td>\$84,356</td></tr><tr><td>GS-03F-0001U</td><td>USA Shade</td><td>\$75,248</td><td>\$183,919</td><td></td></tr><tr><td>\$246,227</td><td></td><td></td><td></td><td></td></tr></table>		2019	2018	2017	GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	\$157,563	GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	\$74,698	GS-03F-0071T	Playworld	\$8,680	\$78,008	\$84,356	GS-03F-0001U	USA Shade	\$75,248	\$183,919		\$246,227																											
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm 	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none">• PlayPower meets ISO 9001, ISO 14001 Standards• Other environmental initiatives:<ul style="list-style-type: none">• All packing and shipping materials are 100% recyclable.• Recycling 95%+ of our waste.• Many of our raw materials contain 25% to 100% recycled content.• Reduced energy usage through conservation and lean manufacturing implementation.• Audits material content and operations for safety and environmental concerns	*																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table><tr><td>Happy Playgrounds</td><td>WBE</td><td>AR, OK</td></tr><tr><td>Imagine Nation</td><td>WBE</td><td>IL</td></tr><tr><td>Jefcoat Recreation</td><td>WBE</td><td>MS</td></tr><tr><td>Metro Recreation</td><td>VOSB</td><td>MD, WV</td></tr><tr><td>Miracle of KY & TN</td><td>WBE</td><td>KY, TN</td></tr><tr><td>Playworx</td><td>VOSB</td><td>FL, GA</td></tr><tr><td>Recreation Plus</td><td>DBE, SBE, WMBE</td><td>CO, WY</td></tr><tr><td>Site Specifics</td><td>WBE</td><td>MA</td></tr><tr><td>Hahn Enterprises</td><td>WMBE</td><td>LA, AR</td></tr><tr><td>MTS Recreation</td><td>WBE</td><td>VA</td></tr><tr><td>Pelican Playground</td><td>WMBE</td><td>LA, MS</td></tr><tr><td>Hasley Recreation</td><td>WBE</td><td>AI, GA</td></tr><tr><td>Miller Recreation</td><td>VOSB</td><td>C. FL</td></tr></table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL	*
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41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process. 	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems 	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work 	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcwell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcwell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

RESOLUTION NO. 9745

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR THE LOS NIETOS PARK PLAYGROUND IMPROVEMENTS PROJECT

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the the City of Santa Fe Springs to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Santa Fe Springs must comply with; and

WHEREAS, the City of Santa Fe Springs will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SANTA FE SPRINGS HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and
2. Certifies that City of Santa Fe Springs understands the assurances and will comply with the assurances in the application form; and
3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

APPROVED and ADOPTED this 7th day of December, **2021** by the following roll call vote:

AYES:

NOES:

APPROVED:
ITEM NO.:

ABSENT:

ABSTAIN:

ATTEST:

John M. Mora, Mayor

Janet Martinez, CMC, City Clerk

2021

Los Nietos Park Santa Fe Springs, CA



Miracle Playground Sales

9106 Pulsar Ct.

Suite C

Corona CA, 92880

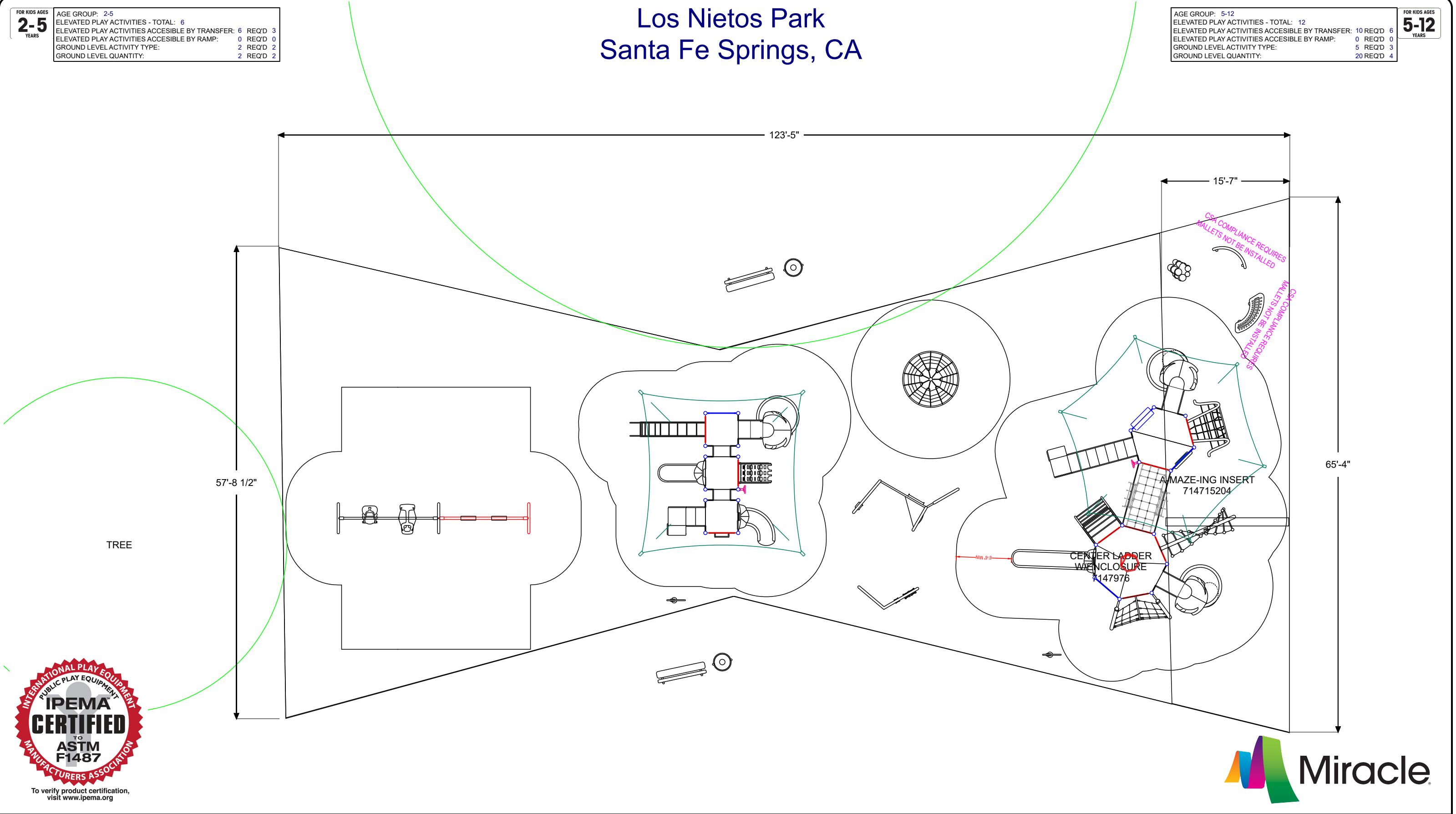














MIRACLE PLAYGROUND SALES, INC. 9106 Pulsar Ct Corona, CA		PHONE NO: (800) 264-7225 x102 FAX NO: (877) 215-3869	R0036_44439581455		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
GROUND SPACE: 119'-0" x 55'-0"		 COMPLIES TO ASTM/CPSC				
PROTECTIVE AREA: 122'-6" x 47'-0"						
DRAWN BY: Bryce Lawrence		DATE: 8/31/2021	 COMPLIES TO ADA			AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Miracle

Miracle Recreation Equipment Co

PO Box 734154
 Dallas TX 75373-4154 Web Site www.miracle-recreation.com
 Phone # 800-264-7225
 Fax # 951-676-8706
 E-mail sales@miracleplayground.com

**EFFECTIVE 10/1/18
 WE HAVE A NEW
 REMITTANCE ADDRESS!
 ALL PURCHASE ORDERS &
 PAYMENTS MUST BE MADE
 OUT TO:
 Miracle Recreation Equipment Co
 PO Box 734154
 Dallas, TX 75373-4154**

QUOTATION

Date	Quotation #
11/29/2021	2021-20591

Name/Billing Address	Ship To
City of Santa Fe Springs	

Project	Terms	Rep	FOB
Los Nietos Park Opt 1 Rev	Net 30	John	Factory

Item	Description	Qty	Rate	Total
Miracle	Miracle 5-12 Play Structure to fit Existing Area Miracle 2-5 Play Structure to fit Existing Area Includes: Two Bay Swing with Inclusive, Generation, and Belt Seats Two Surface Mount Benches and Trash Cans	1	142,524.80	142,524.80T
Freight	Commercial Freight	1	7,763.00	7,763.00
Mobilization	PROVIDE AND SET UP TEMP FENCE FOR DURATION OF PROJECT.	1	1,545.00	1,545.00T
Demolition	DEMO AND DISPOSE OF EXISTING TREE WHICH MAY INTERFERE WITH NEW PLAYGROUND LAYOUT.	1	1,545.00	1,545.00
Demolition	DEMO AND DISPOSE OF EXISTING EQUIPMENT	1	4,635.00	4,635.00
Demolition	DEMO AND DISPOSE OF EXISTING POUR IN PLACE RUBBER SURFACING AND SUB BASE	1	2,163.00	2,163.00
Demolition	DEMO AND DISPOSE OF EXISTING WOOD CHIPS. APPROXIMATELY 4,375 SQFT	1	6,759.89	6,759.89
Demolition	DEMO AND DISPOSE OF EXISTING CONCRETE SIDEWALK. APPROXIMATELY 306 SQFT	1	1,575.90	1,575.90

This Quote is Valid for 30 Days	Subtotal
	Sales Tax (10.5%)
	Total

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 734154 Dallas TX 75373-4154 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.



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Fax # 951-676-8706

E-mail sales@miracleplayground.com

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11/29/2021	2021-20591

Name/Billing Address	Ship To
City of Santa Fe Springs	

Project	Terms	Rep	FOB
Los Nietos Park Opt 1 Rev	Net 30	John	Factory

Item	Description	Qty	Rate	Total
Excavation	EXCAVATE AND DISPOSE OF EXISTING TURF/SOIL. APPROXIMATELY 638 SQFT	1	1,648.00	1,648.00
Site Work	RE-ROUTE IRRIGATION LINES.	1	463.50	463.50
Site Work	CONSTRUCTION OF CONCRETE LEDGE CURB ALONG PERIMETER. INCLUDING NAILER TACK BOARD FOR TURF INSTALLATION. APPROXIMATELY 337' LINEAR FEET.	1	3,471.10	3,471.10
Site Work	CONSTRUCTION OF CONCRETE KEY CURB. WITH NAILER TACK BOARD ALONG PERIMETER FOR TURF INSTALLATION . APPROXIMATELY 39' LINEAR FEET.	1	1,486.29	1,486.29
Site Work	PROVIDE, INSTALL, AND COMPACT SUB BASE MATERIALS. APPROXIMATELY 5,651 SQFT.	1	11,641.06	11,641.06
Installation	INSTALLATION ONLY OF MIRACLE RECREATION EQUIPMENT - REFER TO MREC DRAWING R0036_44439581455 TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ORTCO IS A MREC CERTIFIED INSTALLER	1	64,993.00	64,993.00
Installation	PROVIDE AND INSTALL ARTIFICIAL TURF. APPROXIMATELY 5,651 SQFT. FOR AN AVG. CFH OF 8'	1	128,051.66	128,051.66

This Quote is Valid for 30 Days

Subtotal

Sales Tax (10.5%)

Total

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**Miracle****Miracle Recreation Equipment Co**

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Dallas TX 75373-4154 Web Site www.miracle-recreation.com

Phone # 800-264-7225

Fax # 951-676-8706

E-mail sales@miracleplayground.com**QUOTATION**

Date	Quotation #
11/29/2021	2021-20591

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Name/Billing Address	Ship To
City of Santa Fe Springs	

Project	Terms	Rep	FOB
Los Nietos Park Opt 1 Rev	Net 30	John	Factory

Item	Description	Qty	Rate	Total
Concrete	CONCRETE FLAT WORK. APPROXIMATELY 364 SQFT. OF SIDEWALK.	1	6,373.64	6,373.64T
Concrete	REMOVE AND REPLACE DAMAGED CONCRETE PANELS. APPROXIMATELY 104 SQFT. (3) FULL PANELS (1) CORNER SECTION.	1	2,142.40	2,142.40T
Concrete	CONSTRUCT CONCRETE SLAB FOR BENCHES AND TRASH RECEPTACLES. APPROXIMATELY 10' x 5' x 4"	2	772.50	1,545.00T
Installation	INSTALLATION ONLY OF SURFACE MOUNT BENCHES AND TRASH RECEPTACLES	2	772.50	1,545.00
Site Work	CAREFULLY REMOVE AND RELOCATE EXISTING LIGHT POLE.	1	3,811.00	3,811.00
Site Work	PROVIDE AND PLANTING OF (3) SMALL TREES.	1	2,163.00	2,163.00
Site Work	REPLACE/REPAIR AND DAMAGED TURF CAUSED BY ORTCO DURING CONSTRUCTION	1	669.50	669.50
Installation	PROVIDE AND INSTALL MEASURE A SIGN.	1	875.50	875.50

This Quote is Valid for 30 Days

Subtotal**Sales Tax (10.5%)****Total**

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Name/Billing Address	Ship To
City of Santa Fe Springs	

Project	Terms	Rep	FOB
Los Nietos Park Opt 1 Rev	Net 30	John	Factory

Item	Description	Qty	Rate	Total
Ortco Exclusions	EXCLUSIONS: DEMO AND/OR REMOVAL OF ANY EXISTING EQUIPMENT OR STRUCTURES, SAFETY SURFACING, ASPHALT, CONCRETE, BORDERS, CURBS, SUB-BASE AND COMPACTION. ANY OTHER ITEMS OTHER THAN THOSE SPECIFICALLY STATED IN THIS QUOTE. PERMITS NOT INCLUDED. AREA TO BE CLEAR & LEVEL. UNDERGROUND UTILITIES MUST BE MARKED. NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER.		0.00	0.00T
Sourcewell	Pricing based on Miracle Recreation's Sourcewell contract #01521-LTS (formerly known as NJPA)		0.00	0.00

This Quote is Valid for 30 Days	Subtotal	\$399,391.24
This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com .	Sales Tax (10.5%)	\$16,183.74
	Total	\$415,574.98

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Available Funding of Annual Allocations

Category 1 and 2

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 11/02/2021

Study Area Name	SA #	Year.Category	Allocation	Committed	Uncommitted
Rolling Hills	2	2019.1	\$ 9,108.75	\$ -	\$ 9,108.75
		2020.1	\$ 9,838.87	\$ -	\$ 9,838.87
		2021.1	\$ 9,840.40	\$ -	\$ 9,840.40
Rolling Hills Total			\$ 37,501.52	\$ -	\$ 37,501.52
Rolling Hills Estates - Rolling Hills Estates / UI Westfield	86	2018.1	\$ 40,144.94	\$ -	\$ 40,144.94
		2019.1	\$ 41,965.96	\$ -	\$ 41,965.96
		2020.1	\$ 45,329.79	\$ -	\$ 45,329.79
		2021.1	\$ 45,336.81	\$ -	\$ 45,336.81
Rolling Hills Estates - Rolling Hills Estates / UI Westfield Total			\$ 172,777.50	\$ -	\$ 172,777.50
Rosemead - Rosemead	98	2018.1	\$ 153,756.72	\$ -	\$ 153,756.72
		2019.1	\$ 160,731.31	\$ -	\$ 160,731.31
		2020.1	\$ 173,614.88	\$ -	\$ 173,614.88
		2021.1	\$ 173,641.79	\$ -	\$ 173,641.79
Rosemead - Rosemead Total			\$ 661,744.70	\$ -	\$ 661,744.70
San Dimas - San Dimas / UI San Dimas	156	2018.1	\$ 118,118.78	\$ -	\$ 118,118.78
		2019.1	\$ 123,476.79	\$ -	\$ 123,476.79
		2020.1	\$ 133,374.19	\$ -	\$ 133,374.19
		2021.1	\$ 133,394.86	\$ -	\$ 133,394.86
San Dimas - San Dimas / UI San Dimas Total			\$ 508,364.62	\$ -	\$ 508,364.62
San Fernando - San Fernando	87	2018.1	\$ 70,500.69	\$ -	\$ 70,500.69
		2018.2	\$ 52,879.14	\$ -	\$ 52,879.14
		2019.1	\$ 73,698.69	\$ -	\$ 73,698.69
		2019.2	\$ 55,277.81	\$ -	\$ 55,277.81
		2020.1	\$ 79,606.07	\$ -	\$ 79,606.07
		2020.2	\$ 59,708.65	\$ -	\$ 59,708.65
		2021.1	\$ 79,618.42	\$ -	\$ 79,618.42
		2021.2	\$ 59,717.91	\$ -	\$ 59,717.91
San Fernando - San Fernando Total			\$ 531,007.38	\$ -	\$ 531,007.38
San Gabriel - San Gabriel	111	2018.1	\$ 120,763.77	\$ -	\$ 120,763.77
		2019.1	\$ 126,241.76	\$ -	\$ 126,241.76
		2020.1	\$ 136,360.79	\$ -	\$ 136,360.79
		2021.1	\$ 136,381.93	\$ -	\$ 136,381.93
San Gabriel - San Gabriel Total			\$ 519,748.25	\$ -	\$ 519,748.25
San Marino - San Marino	8	2018.1	\$ 51,684.89	\$ -	\$ 51,684.89
		2019.1	\$ 54,029.38	\$ -	\$ 54,029.38
		2020.1	\$ 58,360.16	\$ -	\$ 58,360.16
		2021.1	\$ 58,369.21	\$ -	\$ 58,369.21
San Marino - San Marino Total			\$ 222,443.64	\$ -	\$ 222,443.64
Santa Clarita - North	179	2018.1	\$ 404,688.40	\$ -	\$ 404,688.40
		2019.1	\$ 423,045.56	\$ -	\$ 423,045.56
		2020.1	\$ 456,955.18	\$ -	\$ 456,955.18
		2021.1	\$ 457,026.02	\$ -	\$ 457,026.02
Santa Clarita - North Total			\$ 1,741,715.16	\$ -	\$ 1,741,715.16
Santa Clarita - South	151	2018.1	\$ 309,211.84	\$ -	\$ 309,211.84
		2019.1	\$ 323,238.07	\$ -	\$ 323,238.07
		2020.1	\$ 349,147.52	\$ -	\$ 349,147.52
		2021.1	\$ 349,201.65	\$ -	\$ 349,201.65
Santa Clarita - South Total			\$ 1,330,799.08	\$ -	\$ 1,330,799.08
Santa Fe Springs - Santa Fe Springs	126	2018.1	\$ 138,080.23	\$ -	\$ 138,080.23
		2019.1	\$ 144,343.71	\$ -	\$ 144,343.71
		2020.1	\$ 155,913.72	\$ -	\$ 155,913.72
		2021.1	\$ 155,937.89	\$ -	\$ 155,937.89
Santa Fe Springs - Santa Fe Springs Total			\$ 594,275.55	\$ -	\$ 594,275.55
Santa Monica - Santa Monica	182	2018.1	\$ 335,441.62	\$ -	\$ 335,441.62
		2019.1	\$ 350,657.66	\$ -	\$ 350,657.66
		2020.1	\$ 378,764.95	\$ -	\$ 378,764.95
		2021.1	\$ 378,823.68	\$ -	\$ 378,823.68
Santa Monica - Santa Monica Total			\$ 1,443,687.91	\$ -	\$ 1,443,687.91
Sierra Madre - Sierra Madre	112	2018.1	\$ 37,671.69	\$ -	\$ 37,671.69
		2019.1	\$ 39,380.52	\$ -	\$ 39,380.52
		2020.1	\$ 42,537.10	\$ -	\$ 42,537.10

ONLY FUNDING FROM FIRST 3
YEARS CURRENTLY AVAILABLE



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

December 7, 2021

NEW BUSINESS

Approve an Agreement with Paymentus Corporation for Water Utility Payment, eBill Presentment and Outbound Customer Notification and Reminder Services

RECOMMENDATION

- Authorize the Mayor to execute an agreement with Paymentus Corporation, in a final form approved by the City Attorney's office, for water utility payment (online, mobile, instant payment network ("IPN")) & Interactive Voice Response system ("IVR"), eBill presentment and outbound customer notification and reminder services.

BACKGROUND

One of the City Council's priorities is to modernize and enhance the City's information technology related to the water utility services. An enhancement that has been specifically identified is providing different payment options to the City's water utility customers through online payment capabilities and other modern payment options such as mobile, IPN (such as PayPal, Venmo, etc.) and an IVR system (automated phone system technology). Currently, water utility customers receive hard copies of water bills and have the option of paying in person, over the phone or by arranging a direct-debit from a checking account.

Given the complexities surrounding the system integrations and the different processes that need to take place in order to offer online and other forms of payment, staff researched the payment solutions market and surveyed other municipalities. On September 1, 2021, a Request for Proposal ("RFP") for Modernized Payment Solutions and IVR System was issued to evaluate the solutions available and determine the best solution for the City. Specifically, the RFP requested the following services: electronic billing, customer notification processes, one-time and recurring online (i.e., credit/debit cards, electronic funds transfers, electronic wallet programs, etc.) and mobile payments, and processing payments via an IVR system.

Seven proposals were received. They were subsequently reviewed by a four-member evaluation panel comprised of staff from Finance & Technology Services. There were two phases in the selection process.

In the first phase the evaluation panel reviewed all the proposals and selected the top four firms to move on to the second phase based on the following criteria:

- a) Proposed fees;
- b) Understanding of the work required by the City;
- c) Quality, clarity and responsiveness of the proposal;
- d) Demonstrated competence and professional qualifications necessary to



City of Santa Fe Springs

City Council Meeting

December 7, 2021

- successfully perform the work required by the City;
- e) Recent experience in successfully performing similar services; and
 - f) Background and related experience of the specific individuals to be assigned to the project.

The proposals were ranked accordingly, as follows:

Rank	Firm	Proposal (out of 100)
1	Paymentus	90
2	ACH Processing Company	88
3	Invoice Cloud	87
4	Value Payment System	86
5	Exceleron	85
6	OSG	81
7	Origin	78

During the second phase, the top four firms were invited to demonstrate their respective solutions to the evaluation panel. The solution proposal submitted by Paymentus was found to be most responsive to the City's needs, provides the best value and is the most cost effective solution. While most of the four firms demonstrated strong qualifications and technical capabilities, Paymentus is an industry leader with an adaptable and intuitive online payment solution and IVR that will integrate with the City's financial software (Tyler MUNIS) and its internal bill printing software. Additionally, Paymentus has extensive experience in implementing and supporting payment solutions and IVR systems for various governmental entities in California and across the county, including several of our surrounding cities.

Staff's recommendation is to engage Paymentus to provide payment solutions, eBill presentment and the customer notification services. These new services will:

- Streamline and modernize revenue flow;
- Accelerate the payment process;
- Provide convenient expanded payment options through:
 - 24/7 access to online payments;
 - instant acknowledgement of online, IPN and mobile payments
 - ease of establishing automated recurring payments online
- Achieve operational efficiencies by reducing staff time required to process payments over the phone and in person.



City of Santa Fe Springs

City Council Meeting

December 7, 2021

CITY ATTORNEY REVIEW

The City Attorney has reviewed the agreement with Paymentus. The agreement calls for an initial term of five years with automatic two-year renewals after that. There is no provision for cancellation of the agreement during the first five years, except for cause. Since there are no set up fees to the City, the five-year term and restriction on cancellation are necessary in order to allow Paymentus to recover the costs incurred for the initial set up and maintenance of the system. Subsequent to the initial five-year period, the agreement may be cancelled with six months' notice prior to the renewal date. Staff discussed these provisions with the City Attorney and recommends approving the agreement given the specific nature of the service.

FISCAL IMPACT

Paymentus offers two different pricing models: a convenience fee/user fee model where the customer pays the transaction fees or an absorbed model, in which the City absorbs all transaction fees. Taking into consideration that it is in the best interest of the City to generate a high use level of the services and that passing on a convenience charge may possibly deter customers from using the services, staff is recommending to go with the absorbed pricing model. Most surrounding cities also absorb these fees for their water utility customers.

The fees associated with the service includes \$1.70 per online/mobile/IPN/IVR transactions utilizing consumer debit/credit cards or 2.95% of payment amount for transactions utilizing corporate debit/credit cards and \$0.50 per direct debits to checking accounts that are completed online. Paymentus has agreed to include electronic bill presentment (online, mobile, email, etc.) at no additional costs to the City and has waived all setup and other ongoing fees. The customer notification service has a small fee of \$0.20 per account over 3,000 (no charge for first 3,000). Currently, there are 6,540 water utility accounts but given that the City is on a bi-monthly billing cycle, this means 3,270 accounts need to be notified on a monthly basis. As such, this service would incur a cost of approximately \$54 per month – assuming all accounts sign up for the monthly notification service. All fees will be paid for through the Water Fund's Billing & Collection activity.

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

Raymond R. Cruz
City Manager

Attachments:

1. Master Services Agreement
2. Request for Proposal – Modernized Payment Solutions & Interactive Voice Response System
3. Paymentus Proposal



MASTER SERVICES AGREEMENT

Client:	City of Santa Fe Springs, CA
Client Address:	11710 E. Telegraph Road, Santa Fe Springs, CA 90670
Contact for Notices to Client:	Travis Hickey
Estimated Yearly Bills / Invoices:	40,902

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Place, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS

FOR MASTER SERVICES AGREEMENT BETWEEN CITY OF SANTA FE SPRINGS, CA AND PAYMENTUS CORPORATION

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Agreement “or “Master Agreement” means the Master Services Agreement between the parties, as amended from time to time.

1.2 “Average Bill Amount” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 “Effective Date” means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 “Excess Payment Amount” means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 “Fee Assumptions” means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.6 “Initial Setup” means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 “IPN” or “Instant Payment Network™” means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 “Launch Date” means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 “Non-Qualified Transaction” means (i) a Payment made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 “Payment” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.

1.11 “Payment Amount” means the amount of a Payment.

1.12 “Paymentus Authorized Processor” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 “Paymentus Fee” is defined in Section 3.2.

1.14 “Platform” is defined in Section 2.1.

1.15 “Reversed or Chargeback Transactions” means cancelled transactions due to (i) User error, (ii) a User’s challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 “Services” means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 “User” means a user of Client’s services.

2 **Description of Services to be Performed**

2.1 **Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other

websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™, (collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus will perform in a professional manner all Services required to be performed under the Agreement. Paymentus agrees to provide the Services in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder), and (b) applicable credit card network rules and Payment Card Industry Data Security Standards. Paymentus agrees to comply with the applicable provisions of California Civil Code section 1798.82 in the event of any data breach, including notifying affected individuals, at no additional cost to Client.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice by email to the person designated as provided in Section 9.2 (“Notices”) disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A (“Paymentus Fee”), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees (“Transaction Fees”) except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system (“Client Specific Integration”).

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to

provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use

or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR

payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been

advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or claims arising from the same circumstances; and (iii) in no event more than the lesser of \$1,000,000.00 or the Net Fees under the Agreement.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive two (2) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 calendar days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with 30 calendar days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms

and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus. Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdraw its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 Miscellaneous

9.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 Notices

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 Governing Law

The Agreement will be governed by the laws of the state of California, without giving effect to any principles of conflicts of law.

9.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 Attorney's Fees. Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, to the extent allowed by law, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 Force Majeure

Paymentus will be excused from performing the Services to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that

are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

9.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

10. Insurance

Paymentus agrees to maintain throughout the term of this Agreement insurance coverage as specified in Schedule C attached hereto and made a part of this Agreement.

SCHEDULE A – PAYMENTUS FEE SCHEDULE

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee – Absorbed Fee (Utility Pricing Model)	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	\$1.70 per Visa, Mastercard, Discover, AMEX transaction. \$0.50 per ACH/echeck transaction. 2.95% per non-qualified Visa, Mastercard, Discover, AMEX transaction.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$1.70 per Visa, Mastercard, Discover, AMEX transaction. \$0.50 per ACH/echeck transaction. 2.95% per non-qualified Visa, Mastercard, Discover, AMEX transaction.	<input type="checkbox"/>

Note: Average Bill Amount: \$239.00. Maximum Amount per Payment is \$20,000.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item. 3,000 outbound notifications included at no cost; additional notifications at \$0.20 per message.

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee – Absorbed Fee (Non-Utility Pricing Model)	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.95% per Visa, Mastercard, Discover, AMEX transaction. \$0.50 per ACH/echeck transaction.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	2.95% per Visa, Mastercard, Discover, AMEX transaction. \$0.50 per ACH/echeck transaction.	<input type="checkbox"/>

Note: Average Bill Amount: \$239.00. Maximum Amount per Payment is \$25,000.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item. 3,000 outbound notifications included at no cost; additional notifications at \$0.20 per message.

SCHEDULE B – ADDITIONAL PAYMENTUS SERVICES

Paymentus Service Fee charged to Client will be based on the following table:

Encrypted Swipe Devices (optional)	
<ul style="list-style-type: none">• Swipe Card Reader Devices	\$215.00 per device, as needed

SCHEDULE C – INSURANCE REQUIREMENTS

Without limiting Paymentus's indemnification of Client, and prior to commencement of Services, Paymentus 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 Client. If Paymentus maintains higher limits than the minimum limits shown below, Client requires and shall be entitled to coverage for the higher limits maintained by the Paymentus. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

General liability insurance. Paymentus 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.

Cyber liability insurance. Paymentus shall procure and maintain cyber liability insurance with limits of \$2,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Paymentus to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services
- f. If coverage is maintained on a claims-made basis, Paymentus/Contractor shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

Workers' compensation insurance. Paymentus 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).

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

Umbrella or excess liability insurance. Paymentus 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;
- Concurrency 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. Paymentus shall provide certificates of insurance to Client 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 Client’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Client at all times during the term of this Agreement. Client reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Paymentus 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 Paymentus, or Paymentus’s agents, representatives, employees or subPaymentuss.

Primary/noncontributing. Coverage provided by Paymentus shall be primary and any insurance or self-insurance procured or maintained by Client 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 Client before Client’s own insurance or self-insurance shall be called upon to protect it as a named insured.

Client’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, Client has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Client will be promptly reimbursed by Paymentus or Client will withhold amounts sufficient to pay premium from Paymentus payments. In the alternative, Client 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 Client’s Risk Manager.

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

Enforcement of Agreement provisions (non estoppel). Paymentus acknowledges and agrees that any actual or alleged failure on the part of Client to inform Paymentus of non-compliance with any requirement imposes no additional obligations on Client 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. Paymentus agrees to oblige its insurance agent or broker and insurers to provide to Client 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 Client 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 Client and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Paymentus'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. Paymentus agrees to ensure that its subPaymentuss, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Paymentus, provide the same minimum insurance coverage and endorsements required of Paymentus. Paymentus 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. Paymentus agrees that upon request, all agreements with Paymentuss, subPaymentuss, and others engaged in the Services will be submitted to Client for review.

Client's right to revise specifications. Client reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Paymentus ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Paymentus, Client and Paymentus may renegotiate Paymentus'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 Client. Client 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 Client.

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

Additional insurance. Paymentus 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.



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"A great place to live, work, and play"

City of Santa Fe Springs

REQUEST FOR PROPOSALS

FOR

Modernized Payment Solutions and Interactive Voice Response (IVR) System

KEY RFP DATES:

The schedule below is tentative and subject to change at the discretion of the City, with appropriate notice to prospective firms.

Issue Date:	September 1, 2021
Deadline for Questions:	September 8, 2021
City Response to Questions:	September 15, 2021
Due date for Proposals:	September 22, 2021

REQUEST FOR PROPOSALS (RFP)

Modernized Payment Solutions and IVR

I. INTRODUCTION

A. General Information

The City of Santa Fe Springs (hereinafter referred to as “City”), incorporated in 1957 under the general laws of the State of California and is a commercial center and residential city located within the southeast area of Los Angeles County. The City provides a full range of municipal services including public safety (police services contracted with the City of Whittier), street construction and maintenance, water services, community and recreational programs, public infrastructure improvements, planning & zoning, and general administrative and support services. The City occupies a land area of 8.9 square miles and serves a population of 18,260.

B. Background

The City’s Finance Department (“Finance”) is seeking proposals from qualified service providers (“providers”) to deliver modernized payment solutions for the City’s Water Utility Enterprise, including: billing, customer notification processes, one-time and recurring online (i.e., credit/debit cards, electronic funds transfers, electronic wallet programs, etc.) and mobile payments and processing payments via an Interactive Voice Response (“IVR”) system. The City currently has approximately 6,500 residential and commercial utility accounts with a bi-monthly billing cycle. The City is seeking a fully-hosted solution from a single vendor/provider in order to simplify contract oversight and administration and deliver a more seamless experience for our water utility customers.

The City would like these services to fully integrate with its enterprise resource planning software system (“ERP”) (Tyler Munis) and its ERP system developed “in-house”. The intent of the City is to establish a mutually beneficial, long-term relationship with a vendor that is committed to providing solutions to meet the City’s goal of providing as many convenient payment options as possible and to streamline communications regarding the status of accounts and receiving payments.

While the immediate need is to offer online payment options to utility customers, the City’s preference would be to select a vendor that has experience providing comprehensive software solutions to Municipal Water Enterprises.

Electronic submittal of proposals must be emailed to Travis Hickey, Director of Finance and Administrative Services at travishickey@santafesprings.org by 5:00 p.m. on September 22, 2021. Please see Exhibit A for a summary of key dates for this RFP. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from interested vendors, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals

submitted. Submission of a proposal indicates acceptance by the firms of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this invitation. The City reserves the right without prejudice to reject any or all bids.

All questions, concerns, comments regarding this RFP should be emailed to Alvaro Castellon, Senior Budget Analyst, at AlvaroCastellon@santafesprings.org by **Wednesday, September 8, 2021**. Answers to inquiries shall be emailed out to all bidders.

II. **GENERAL TERMS AND CONDITIONS**

A. **Proposal Requirements**

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms and conditions of the RFP specifications. By virtue of its proposal submittal, the provider acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must include responses to the service requirements under the Scope of Work section and shall be accompanied by any other required submittals or supplemental materials. **Proposals must be submitted by email (in PDF file format) to travishickey@santafesprings.org and received no later than 5:00 p.m. on September 22, 2021.** It is the firm's responsibility to confirm receipt. Proposals received after the above date and time will not be considered. Please see Exhibit A for a summary of key dates for this RFP.
3. **Proposal Withdrawal.** A firm may withdraw its proposal prior to the deadline submission, by submitting a written request to the Director of Finance and Administrative Services for its withdrawal.
4. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested.
5. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.
6. **Proposal Evaluation and Selection.** Proposals will be evaluated based on the following criteria:
 - a. Proposed Fees;

- b. Understanding of the work required by the City;
- c. Quality, clarity and responsiveness of the proposal;
- d. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City;
- e. Recent experience in successfully performing similar services;
- f. Background and related experience of the specific individuals to be assigned to this project.

The contract award will not be based solely on fees, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected vendor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- 7. **Questions and Communications.** All questions, concerns or comments regarding this RFP must be emailed to **Alvaro Castellon, Sr. Budget Analyst, (alvarocastellon@santafesprings.org) by Wednesday, September 8, 2021.** Answers to such inquiries, as well as any revisions to the RFP, will be emailed out to all firms. Any addenda shall become a part of this RFP.
- 8. **Contract Requirement.** The selected firm to whom the award is made shall execute a written contract with the City within thirty (30) calendar days after notice of the award has been sent by mail to the address given in its proposal. The contract shall be made in the form adopted by the City and shall incorporate the proposal and these specifications.
- 9. **Insurance Requirements.** The selected firm shall maintain professional liability, workers' compensation and any other insurance coverage required by the City. The firm shall provide proof of insurance in the form, coverages and amounts specified in the contract within thirty (30) calendar days after notice of contract award as a precondition to the contract execution.

B. Data Storage

All City data must be stored within the continental United States and the storage of all City data shall be kept for as long as required by the City. If engagement is terminated, the City must have the ability to retrieve all its data and bidder must provide data dictionary. **All bidders shall specify if provider cannot abide by this requirement.**

III. PROPOSAL REQUIREMENTS

General Requirements

The purpose of the proposal is to demonstrate the firm's qualifications, competence and capacity in carrying out the requested service. Therefore, the substance of the proposals will carry more weight than the form or manner in which they are presented.

The proposal should address all points outlined in the RFP. The proposal should be prepared simply, providing a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following items must be included:

A. Cover Letter

A letter of introduction to include: the name and address of the respondent; name, address, and telephone number of the person or persons to contact; and, the name of the person authorized to represent the firm. This letter must be signed by an officer of the responding firm authorized to bind the firm to all commitments made in the proposal.

B. Table of Contents

List all materials included in the proposal identified by sequential page number and section reference number.

C. RFP Questionnaire and Scope of Service

Present answers to the questionnaire and the scope of service (section IV. of this RFP).

D. Similar Engagements with other Government Entities

List at least three (3) of the most significant engagements performed in the last three years that are similar to the engagement described in this RFP. Indicate the scope of work, date and the name and telephone number of the principal client contact.

E. Proposed Fees

The proposal should contain all pricing information essential to implementing the service requested by the City, and any additional services proposed by the firms. The total maximum price needs to contain all direct and indirect costs including all out-of-pocket expenses and presented as a not-to-exceed amount. These include costs associated with labor, hardware, software, hosting, testing, training, travel, payment processing, and any other relevant costs. Also, the proposal should include any items noted as "optional" by the provider under the service requirement section of the scope of work.

The City will not be responsible for expenses incurred in preparing and submitting proposals. Such costs should not be included in the proposal.

F. Rates for Additional Professional Services

If it should become necessary for the City to request the provider to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations presented by the provider, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the provider. Any such additional work agreed to between the City and the provider shall be performed at the same rates set forth in the proposed fees.

IV. Questionnaire/Scope of Services

The City seeks a qualified firm to provide the services as outlined below. Best industry practices and/or technical requirements may require additional services not explicitly detailed. The providers should identify any additional services required, price them, and explain them in their proposals. Moreover, if there are other services not explicitly stated in the Scope of Services that the provider considers necessary or an enhancement to what is requested, the provider should also identify them, price them and explain them in their proposals.

A. Company Profile:

1. Describe your company's history, ownership and organizational structure.
2. Provide brief resumes of key personnel who will be working on the proposed solution.
3. Highlight other relevant certifications and/or partnerships your company maintains which will aid in delivering an effective solution.
4. Provide detailed information about any lawsuits, liens, or other legal/financial actions pending, in process, or which have been brought against your company in the last five years.

B. Proposed Solution:

1. Is your company considering subcontracting any portion of the service requested? If yes, please provide details – services may not be subcontracted without prior approval of the City.
2. Provide a short description of the development history of the solution.
3. What distinguishes your company's equipment and services from your competitors?
4. Describe the solution components, operational features, and key functional and technical specifications. Please provide a list of any additional software, hardware, web servers, telecom support, phone lines, bandwidth, etc. the City must purchase in order to use, support or enhance the solution.

C. Service Requirements:

For each item listed below, please indicate a Yes (the item will be provided and is part of the base price), No (item will not be provided) or Optional (item will not be provided as specified, but may be an optional component that may require modification). Provider shall include a price for each optional component in the pricing.

#	General Requirements	Y/N/O	Notes/Discussion
1	Service is fully-hosted; all online, mobile, IVR, eBilling, payment processing and notification system service components can be housed off-site and not under the care or control of the City;		
2	Solution can support real-time data exchange between the City's Customer Information System ("CIS") and the provider's hosted service;		
3	Customers can access real-time balance and payment information by mobile, IVR, and online. Payments can be posted in the CIS in real-time as they are taken;		
4	Service provides hosted interfaces that support the following credit card and eCheck payment processing functions: authorizations, charges, settlement, credits, refunds and voids, scheduled payments, credit card chargeback and ACH reject notifications;		
5	Staff can use a single web interface to search, view, and report on all payment activity by payment type (card type, debit, eCheck) and method (online, IVR, mobile). Staff can search by account number, date range, and confirmation number;		
6	Provider can offer an automated nightly payment batch for all card payments with a single reconciliation process for all payment options;		
7	The provider can offer live 24/7/365 support by phone and email for payment issues;		

8	The service is PCI and red flag compliant;		
9	The service accepts Visa, Visa-debit, MasterCard, MasterCard debit, Discover, American Express and support AVS and CVV2 collection;		
10	All updates, upgrades, enhancements for the service are performed by the provider remotely without any additional costs to the City;		
11	The service can be installed within 60-90 days of executing an agreement;		
#	Online Payments and Portal	Y/N/O	Notes/Discussion
12	Customer access shall be from the City's website and taken to provider's secure website, which will be branded as the City's;		
13	Provider is in compliance with the Web Content Accessibility Guidelines (WCAG) and provides TTY support;		
14	Web interface can be available in two versions: English and Spanish;		
15	Customers are able to make one-time payments without registering for an online account with the provider;		
16	Customers can register an online account to be able to set up automated recurring payments by debit/credit card or ACH for any day of the month;		
17	Customers are able to pay multiple utility accounts with a single payment. The service must use single sign-on when customers sign-in to multiple account;		
18	Customers are able to securely save credit card and bank account information for future use on the portal;		
19	Service supports making multiple payments and payments that are either more or less than the invoice amount;		
20	Customers are able to view PDFs of past billing statements;		

21	Service does not allow a customer to make a double payment;		
22	Email bill reminders are only sent to customers with a balance		
23	Customers can turn on/off email bill reminders; the preference would be that email bill reminders contain a link to the online portal;		
24	Customers can use the web service to opt in or out of paper billing;		
25	The portal web site can recognize various account statuses (i.e., closed, delinquent, scheduled for shut-off, etc.)		
#	IVR	Y/N/O	Notes/Discussion
26	Fully hosted by the provider;		
27	Can generate system error notifications for real-time troubleshooting;		
28	Can disconnect users after inactivity for a set amount of time;		
29	Prevents telephone users from being trapped in a loop/menu;		
30	User-friendly system that accounts for novice users as well as experienced users who don't need to hear the entirety of all instructional prompts;		
31	Can include support to address frequently asked questions;		
32	Has two or more call transfer numbers (one for business hours and the other for after-hours call handling);		
33	Customers can hear current account balance, due date, most recent payment amount, and date of most recent payment;		
34	Customers can make payments using the same methods outlined above (#9);		
35	IVR call flow can be provided in multiple languages; preference would be English and Spanish;		
36	The City can insert temporary messages at the beginning of the IVR call;		

37	IVR must have the ability to enforce payment of delinquent amounts as a minimum;		
38	The service must be able to notify staff when a customer on the shut-off list makes a successful payment;		
39	The IVR can identify caller accounts with a missing phone number and prompt the user to enter their phone number, which will also update the City's CIS database;		
40	May allow partial payments or pay amounts greater than the amount due;		
41	Must be able to play a courtesy message when the IVR is off line for maintenance;		
42	Must provide reports of all calls including duration, date/time of payment, payment amount, and daily/monthly/annual summary totals;		
#	Mobile Payments	Y/N/O	Notes/Discussion
43	Web payment interface can be formatted for mobile devices;		
44	Customers can be able to quickly make a payment using their mobile device without registering an on-line account;		
45	Customers can be able to make a payment by credit or debit card or eCheck;		
46	Customers must be able to receive an email confirmation when a mobile payment is made.		

D. Project Implementation, Training and Support:

The vendor must provide an implementation plan that includes key tasks, milestones, and designated City and vendor responsibilities. As mentioned at the beginning of this RFP, the priority will be to implement online payment options for utility customers.

Additionally, please describe all hardware, software, or virtual components that City staff will be required to support. Outline all training that will occur during the course of this project, including training location, cost and topics. Include support options and costs with descriptions. Also, include an option and cost for marketing the new service to the customers.

Please provide an overview of your standard implementation methodology, including:

1. Project timeline with key milestones
2. Installation/Setup Plan
3. Training Plan
4. Testing/Acceptance Plan

EXHIBIT A**Modernized Payment Solutions & IVR Schedule**

Issuance of Request for Proposals	September 1, 2021
Deadline for Questions	September 8, 2021
City Response to Questions	September 15, 2021
Due date for Proposals	September 22, 2021
Demonstrations & Interviews	October 4 th – 14 th , 2021
City Council Award of Contract	November 2, 2021

The above schedule is tentative and subject to change at the discretion of the City, with appropriate notice to prospective providers.



Paymentus

Powering the Next Generation
of Electronic Bill Payments™



RFP 1091421-0068

Modernized Payment Solutions and Interactive Voice Response (IVR) System

Prepared for:

City of Santa Fe Springs, CA

Original

September 22, 2021

September 22, 2021

Travis Hickey
Director of Finance and Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

Mr. Hickey and Evaluation Team:

We understand the importance of this initiative for the City and appreciate the opportunity to share information about Paymentus and our comprehensive solution. As the leading provider, Paymentus is passionate about helping our clients create the valuable and personalized experience their customers want without sacrificing the security, compliance and cost considerations that are also critical to a successful program. We invest heavily to evolve our offerings with changing technology and market demands to deliver solutions that drive self-service adoption and customer satisfaction across every billing and payment touchpoint.

Today's municipal customers expect to have the same presentment and payment options that are offered by their financial and telecom providers. Customers are demanding easy-to-use self-service tools to manage their accounts, review bills, make on-demand or recurring payments; and they want to do this on their own time, without waiting to speak to a CSR agent.

The Paymentus platform allows you to meet these growing expectations with modern and easy-to-use functionality that enhances the user experience, increases productivity of your staff and meets all security and compliance requirements.

We are confident the Paymentus platform is a perfect fit for the City to expand on current offerings while also reducing costs, increasing flexibility and maximizing reliability as well as providing many other key advantages including, but not limited to the following:

- A fully hosted, single-vendor payment solution that is Level-1 PCI compliant.
- Direct integration with Tyler Munis (over 50 current Munis clients) and other enterprise resource planning (ERP), CRM, CIS, billing and usage systems.

- An end-to-end suite of capabilities such as multi-channel customer notifications, one-time and recurring bill payments, interactive voice response, digital wallet payments (e.g., PayPal, Venmo, Amazon Pay, etc.), real-time payment updates and much more.
- Proven track record providing agency-wide solution for both utility and non-utility billing and payments.

Our team is ready to learn more about your latest needs and answer your questions. We appreciate the opportunity to share this information about our platform and the Paymentus Instant Payment Network™ (IPN) with your team and hope that you will grant us the time to provide you with a demonstration of some of the features and functions that we think will benefit your staff and your customers, providing:


- More options for greater satisfaction
- Simple reconciliation
- On-demand reporting and dashboards
- Multi-layered protection of data
- Single view across all touchpoints
- Unparalleled stability and reliability
- Increased e-adoption
- Scalability to meet growing volumes

At Paymentus, we strive to do everything in the most transparent and trustworthy way possible, with rock-solid infrastructure, real-time dashboards, all-encompassing support and no hidden charges. Thank you for this opportunity to re-earn your business and affirm our commitment to helping the City achieve your goals.

Regards,



Jerry Portocalis
Chief Commercial Officer
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JPortocalis@paymentus.com



Heather Ruef
Regional Sales Director
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The contents of this proposal are proprietary and confidential and contain Paymentus trade secrets. No part of this proposal may be shared without prior written consent from Paymentus. If information needs to be released as part of a legally required open records request, Paymentus requires written notice of the same. Paymentus may then provide a redacted version that will exclude the confidential, non-public information including the trade secrets.

RFP QUESTIONNAIRE AND SCOPE OF SERVICE

A. Company Profile:

1. Describe your company's history, ownership and organizational structure.

Paymentus Response

Founded in 2004 by industry leaders, Paymentus (NYSE: PAY) provides a full suite of electronic bill presentment and payment services. We deliver next generation solutions that directly address the challenges and gaps that many organizations, like the City, have experienced with legacy providers who are slow to adapt to changing consumer and client expectations. We automate what has traditionally been manual processes, seamlessly integrating to optimize the user's experience and creating a level of bill payer engagement not previously available.

Paymentus (NYSE: PAY) is not a division of a larger corporation for which bill pay is just an ancillary offering. All of our staff and 100% of our energies are dedicated to the development, delivery and support of digital billing and payment services. Today, we support more than 1,300 clients worldwide with a focus on enhancing the user experience, increasing business productivity and protecting sensitive customer information.

2. Provide brief resumes of key personnel who will be working on the proposed solution.

Paymentus Response

The Paymentus team has decades of experience building, delivering, operating and supporting some of the largest and most complex bill presentment and payment implementations nationwide. The leaders listed below provide direct oversight and guidance to deliver the best solutions in compliance with documented standards. Once the final solution set is defined and an agreement is in place, seasoned team members with all of the appropriate skill sets and experience will be assigned to the City.

Project Management Team

Mark Solan | Vice President Client Onboarding

Mr. Solan is responsible for client and partner onboarding at Paymentus. He has more than 25 years of senior management and technology leadership roles in the payments and financial services industry. Mr. Solan held the role of SVP/CTO at both Princeton e-Com and Online Resources, now ACI Worldwide.

Coupled with his technology background, Mr. Solan has extensive experience in diverse operational areas from account management and IT operations to treasury management. He has held management positions at Bank of New York and ADP.

Paymentus provides a fully managed implementation with a team of technical professionals with the experience and technical specialization to cover all essential activities. Team members include Project Leads, Technical Solution Architects, UI/UX Specialist, Business Analysts and Product Developers as well as experts in compliance, security, marketing and telephony. We do much of the work so your in-house technical staff can remain focused on your core objectives.

The Project Manager serves as a liaison, ensuring that communications are timely and accurate, activity is coordinated and any issues are dealt with immediately. The Technical Implementation Manager (TIM) leads, manages and coordinates the implementation from kick-off to go-live and training. The TIM is your primary point of contact for technical items, communicating directly with the City to manage expectation and deliver services on time as well as manage ongoing operational requirements such as change requests, configuration updates and inquiries.

Client Operations Team

David Shapiro | Senior Vice President Client Operations

Mr. Shapiro is responsible for all Account Management and Client Support activities at Paymentus. He has deep experience in payments, working in senior roles in the marketplace for over 20 years.

Previously, Mr. Shapiro was a Senior Vice President at Western Union responsible for all aspects of the Consumer Bill Payment business segment. In this role, he had responsibility for a number of products including the electronic bill payment product, Speedpay. He earned his Bachelor of Science degree from Syracuse University.

Our focus and dedication is in offering an intuitive and reliable service that is not heavily dependent on human intervention (CSR support). Our goal is one call resolution. Our highly trained professionals support ONLY the Paymentus solution – no other products or divisions.

Client Services

Michael Hughes | Vice President

Michael has 25 years of experience in a variety of technical and operational roles. He oversees and manages the daily operations of the call centers including the hiring, training and performance of representatives. Michael is also responsible for monitoring and analyzing key performance metrics to ensure the highest quality support for our clients and their customers.

The Paymentus Client Service team is the starting point for a broader technology and business process, not a service desk-only process. The representative collects information about the case and even resolves the issue on the spot, when possible.

City staff members who have questions or technical issues can initiate a case via email, toll-free client support line, through your Account Manager or directly through the Agent Dashboard. It is reviewed by Client Services with acknowledgement sent to the originator within 15 minutes that includes a case number for tracking purposes.

After initial triage of the case, the appropriate team lead from business, development, operations or implementation is assigned to address the issue and escalate as needed to ensure timely resolution with the severity level assigned. Work begins immediately to identify, prioritize and resolve the problem in accordance with assigned severity levels and protocols. The mean time to repair a case averages less than half a day. The issue is logged and managed through our case tracking system, which can also be viewed by the City for status and resolution updates.

Customer Support

Paymentus also provides live agent support from U.S.-based Paymentus call centers, which are staffed with specially trained payment experts to support your customers and your CSRs with any payment related questions/issues. We measure our success through tangible results in the form of flawlessly completed payments as well as performance and quality metrics that exceed our clients' expectations and SLAs.

Account Management

Jairius McClendon | Senior Director Client Strategy

Jairius has more than 25 years of diverse experience cultivating deep partnerships with market leaders. He has held key positions at Fiserv, PNC Bank, Vanguard Group, Wachovia and Bank of America. In addition, he has served on numerous not-for-profit boards, including Keep Charlotte Beautiful, Communities in Schools Philadelphia, Philadelphia Parks Alliance, Musicopia™, TAIG Foundation, as well as, being appointed to the Pennsylvania Minority Business Development Authority (PMBDA).

Jairius provides direct oversight and strategic guidance to our team of account management professionals. He serves as an escalation when needed, helping to remove roadblocks, understand your business objectives and ensure our business strategies are aligned.

We will assign a dedicated Paymentus Account Manager (AM) who will be your primary point of contact for strategic planning, change requests and serve as a liaison to an extended matrix of Paymentus technical resources and subject matter experts. The role of the AM is to understand your business and serve as a liaison to an extended matrix of Paymentus technical resources and subject matter experts.

Your AM and their Director are available during business hours and after-hours to ensure you have full access and resources to support your needs. They will manage day-to-day execution and success of the partnership, including timely and relevant communication for requests. Your Account Manager will also act in coordination with the Client Services team to ensure your immediate and ongoing concerns are addressed.

3. Highlight other relevant certifications and/or partnerships your company maintains which will aid in delivering an effective solution.

Paymentus Response

We are committed to deliver long-term value for the City with not only powerful technology but also the partnership, guidance and insights that you expect and deserve. Our in-house experts will work with you to navigate the changing market demands and emerging technologies to ensure our customer-facing solutions and back-office tools help you reach the next level of superior performance.

Paymentus leaders and team members are highly experienced in their fields and hold a broad variety of certifications. Including the following:

- Capability Maturity Model Integration (CMMI)
- Information Technology Infrastructure Library (ITIL)
- Project Management Institute (PMI) Certified
- Certified Information Security Manager (CISM)
- Certified Payment Professional (CPP)
- Treasury Professional (CTP)
- Certified Information Systems Security Professional (CISSP)
- Certified Anti-Money Laundering Specialist (CAMS)
- Section 508 compliance certification

- 4. Provide detailed information about any lawsuits, liens, or other legal/financial actions pending, in process, or which have been brought against your company in the last five years.**

Paymentus Response

None. Paymentus has not been involved in any lawsuits, liens, or other legal/financial actions of a material nature in the last five years.

B. Proposed Solution:

- 1. Is your company considering subcontracting any portion of the service requested? If yes, please provide details – services may not be subcontracted without prior approval of the City.**

Paymentus Response

No. Paymentus does not rely on outsourced vendors or subcontractors for the delivery of the service or core functionality. There are no plans to outsource any of the services requested within the RFP.

2. Provide a short description of the development history of the solution.

Paymentus Response

Built from the ground up, the Paymentus platform has been in operation since 2004 with continued investments in innovation and deployment of new and enhanced capabilities to meet the evolving needs of our clients and their customers. None of our core functionality has been acquired through merger, acquisition or partnerships.

Paymentus provides the industry's only fully unified digital engagement and payments platform with a single view and consistent customer experience across all payment channels. We own the intellectual property that is disrupting electronic bill presentment and payments including several patented and patent-pending technologies. No subcontractors are used in development or support of Paymentus solutions. Everything is developed in-house, onshore.

The advanced rules-based engine and SaaS-based architecture of the Paymentus platform not only simplifies integration with your systems, but also allows Paymentus to configure the solution to meet your business needs without custom code development. The City will choose the features and functionality of our highly configurable service that support your specific needs. We will integrate our solution with your systems to exchange data accurately and securely with no requirement for the City to acquire additional hardware or software.

3. What distinguishes your company's equipment and services from your competitors?

Paymentus Response

Paymentus is at the forefront of the billing and payments industry, delivering innovative technology and fresh perspectives. Our aim is to uncover and help remove the roadblocks our clients are facing from limited resources, compliance burdens, disparate systems, complex hierarchies, old technology and more. We make it easier for customers to complete their transactions and for client staff to manage the bill pay lifecycle.

Our solution is designed to meet the expectations of the modern bill payer and help you achieve the highest level of digital engagement possible. All payment interactions as well as communication and bill presentment are managed centrally, giving you everything you need to understand both the revenue cycle and customer journey across divisions/departments no matter what channel or method they choose.

With the Paymentus platform, the City will have a view across touchpoints with analytics and reporting that provides actionable business intelligence. You will be able to engage with your customers through self-service interactions that are personalized and available 24/7 via the channels that they choose.

Some of the advantages and value that ONLY Paymentus can offer include the following:

Advanced Capabilities and Services – Through our platform and the Paymentus Instant Payment Network™ (IPN), you can introduce your customers to more ways to pay and more satisfying payment experiences, including jointly supported integrations with PayPal, Amazon, Walmart and other network partners.

Fastest Time to Market – We have one of the fastest Go-Live timetables in the industry. Our flexible platform simplifies integration to your systems and minimizes dependencies on your IT and business resources.

Unmatched Reliability – Our triple-layer redundancy, true active-active environment with real-time mirroring across databases ensures the highest availability. No one can match our uptime track record.

Full Visibility and Control Across Channels and Business Lines – The Agent Dashboard is a one-stop shop for you to view and manage customer care activities, system performance/analytics, transaction activity, user access/permissions, cases, file exchanges and so much more.

What You Want, When You Want It – We know that your needs will change over time and have built our platform and our processes to support evolving business priorities and strategies. Paymentus responds quickly to change requests – in days or weeks, not months – to ensure the highest level of client satisfaction.

Completely Scalable – Each year, Paymentus processes billions of transactions, yet we operate at an average of 20% of available capacity. In addition to being scalable, the Paymentus system is designed to efficiently support the addition of new channels, features and functionality without foundational changes to the architecture. As such, Paymentus is capable of innovating without disruption

Remove PCI Exposure From Your Call Center – Our patented Secure Service® technology enables you to serve customers securely, improve productivity and steer clear of PCI exposure without compromising customer satisfaction or creating risk of non-payment.

Multi-Channel eBill Presentment – We offer a flexible approach for eBill presentment that allows each client to choose the offering that best meets their business needs and engagement strategies. Options include online (registered and guest experiences), secure PDF via email and mobile Wallet eBill Card. Our user-friendly interfaces and automated notification tools help clients to maximize paperless billing adoption while lowering their cost of bill delivery and payment collection.

Dynamic Messaging Capabilities – Paymentus provides a full complement of standard notifications and reminders that can be configured for client specifications and customer preferences (email, text or IVR). In addition, we offers more robust capabilities through our Enterprise Communications Manager (ECM) tool. With ECM, messages can be sent to all customers or targeted to specific customers depending on the need. Whether notifying customers about a service outage, promoting new product/services or encouraging late payers to sign up for AutoPay, the process is easy and intuitive.

Unparalleled Expertise and Problem-Solving – Our team of marketplace and technical experts can act as a sounding board and also share insights from their experiences with clients across multiple industries. It's amazing how often elements of industry-specific solutions and technologies can be the source of innovation and transformation for companies in other industries.

Accountable Leadership – Paymentus has a strong leadership team with a track record of creating value and leading by example. Our leaders are proactive and strive to add value, quality and innovation to everything we do. They create a top-down commitment to do what's right and deliver the best possible solutions for our clients.

Real Value and Real Results – Paymentus isn't distracted by commitments to other markets or core services. We focus 100% on strategies to drive digital adoption, improve customer satisfaction, reduce DSO and optimize operational efficiencies.

4. Describe the solution components, operational features, and key functional and technical specifications. Please provide a list of any additional software, hardware, web servers, telecom support, phone lines, bandwidth, etc. the City must purchase in order to use, support or enhance the solution.

Paymentus Response

The **Solution Overview** that follows (pages 14-24), provides a brief overview of our extensive capabilities built on a single core and designed to help you achieve a level of customer engagement not available with legacy systems.

With one platform and one integration, we provide an all-in-one service that includes the user interfaces (e.g., web, mobile, IVR, email, text, CSR-assisted, chat, in-person, etc.), technology and gateway, processing, reporting and funding. The City can choose the channels and solution you need today with the ability to “turn on” additional capabilities whenever you choose.

The Paymentus solution is accessed via a web browser over the Internet. The City will not need to purchase any special hardware or software to use the proposed services.

Paymentus is proposing a fully hosted solution with all software and hardware located at our secure operating facilities. The only hardware applies to optional use of swipe devices for the secure capture of card numbers for over-the-counter/POS transactions.

Solution Overview

As the market leader, Paymentus provides the broadest array of digital billing, communication and payment capabilities built on a single core to help the City achieve a level of customer engagement and paperless adoption not available with legacy systems.

With a single implementation, the City will get instant access to the full Paymentus ecosystem, including the Instant Payment Network™ (IPN) – our fast growing network of innovative solutions, intuitive customer options and accelerated revenue.

The Paymentus platform is built on a single code base, enabling interoperability across communication, bill presentment and payment capabilities. We use artificial intelligence (AI) to improve interaction quality, maximize uptime and reduce fraud. We continue to innovate and invest in the latest technologies to create frictionless customer experiences that grow with you – not hold you back.

Paymentus Makes it Easy

We make it easier for your customers to complete their transactions and for your staff to manage the bill pay lifecycle. No matter the customer's preference, we have built solutions that match the needs of the modern bill payer. More options equals more satisfied customers.

We deliver industry leading uptime and performance by handling hundreds of millions of transactions annually without fail. Our Level-1 PCI compliant platform protects and securely stores your electronic payments to ensure they are secure and meet industry standards. We alleviate the burden, cost and risk of compliance, so you can focus on your core business.

Following is a brief overview of our extensive capabilities built on a single core and designed to help you achieve a level of customer engagement not available with legacy systems. The City will choose the features, functionality and implementation approach that supports your specific digital billing and payment needs today and well into the future.

According to J.D. Power, the 'Billing and Payment' experience drives up to **58%** of total customer satisfaction scores.



Organizations who receive **the highest customer satisfaction scores** for 'Billing and Payment' offer more pay methods and simplified checkout experiences vs. their peers.

Online Payments

Paymentus supports a range of online user interface (UI) options including hosted UIs, IFrames and API payment packages for clients that want to host their own user experience. Our solution is designed to fit your needs, not the other way around.

We designed the Paymentus-hosted UIs with a focus on modern, simple navigation and minimal steps in the flow to complete a transaction, while still meeting all of the expectations and preferences of today's consumer. We incorporate client branding and specialized fields, layout and flow to integrate seamlessly with your existing online presence.

“On average, every \$1 invested in UX brings \$100 in return. That's an ROI of a whopping 9,900%.”

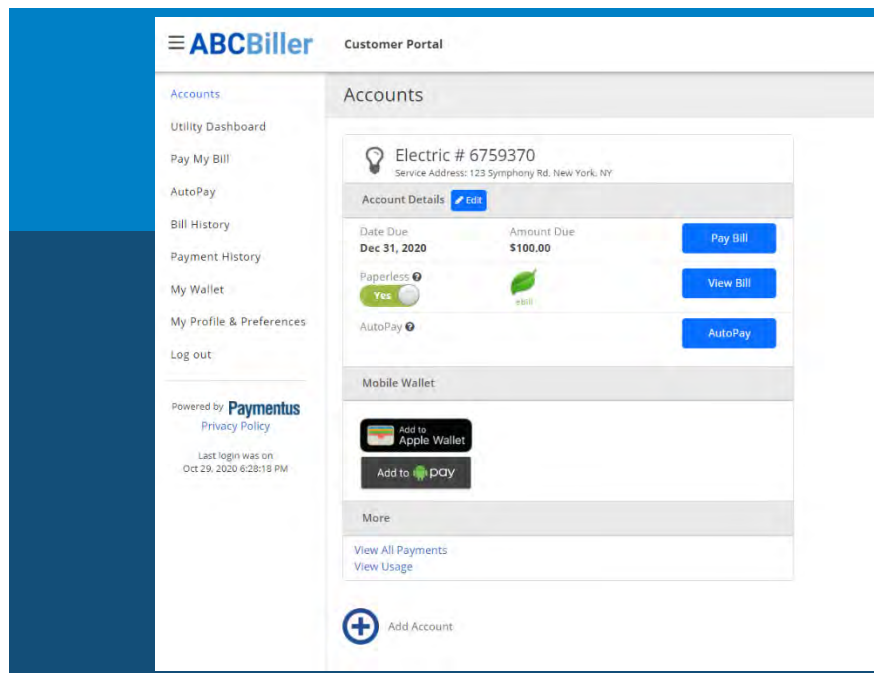
Forrester

One-Time Pay (Unregistered)

Many customers simply come to your website to get their amount due and make a payment. It isn't more complicated than that. Our guest experience allows customers to view and pay bills quickly without having to register an account or remember login details. It's easy, straight-forward and fast.

Customer Portal (Registered)

Enabling self-service is at the core of everything we do and the Customer Portal shows that. It provides an array of self-service capabilities for payments, accounts and preference management. Customers can access their billing and payment histories, sign up for reminders, manage paperless settings, view and pay multiple accounts at once and much more.



AutoPay/Recurring Payments

Our easy-to-navigate AutoPay interface allows customers to pay each month on a specific date and set variable or fixed payment amounts. Customers also appreciate the integrated notifications, including reminders and confirmations.

Your business will benefit from improved collections, reductions in past-due and forgotten payments, less manual work and reconciled customer accounts earlier in the billing cycle. Additionally, clients who use AutoPay consistently see higher customer uptakes in paperless billing cost savings than our non-AutoPay clients.

Mobile Payments

“The average person spends 151 minutes per day looking at their phone.”
RescueTime

Paymentus provides a full-service array of mobile options built on a single platform that will help you attract new users, speed payments, reduce costs and improve security.

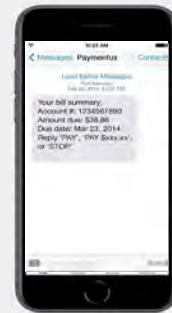
Mobile Web

No more pinching and zooming webpages that were built for PCs. Give your customers the simplicity of “responsive” mobile web pages that deliver the same in-browser experience on any size screen – laptop, tablet, or smartphone.



Mobile App

We offer either an API for enabling billing and payment functionality in an existing app you may already be using or a convenient downloadable app that carries your brand and is available via iTunes and Google Play. Moreover, the mobile app can also be equipped with a swipe capture device for use by field personnel to take card payments with end-to-end encryption.



Pay-by-Text

Communicate directly with customers via a text message with payment capability. Customers can remit payment directly within the text dialogue with a simple reply. No website to visit. No password to remember.

Apple/Google Wallet

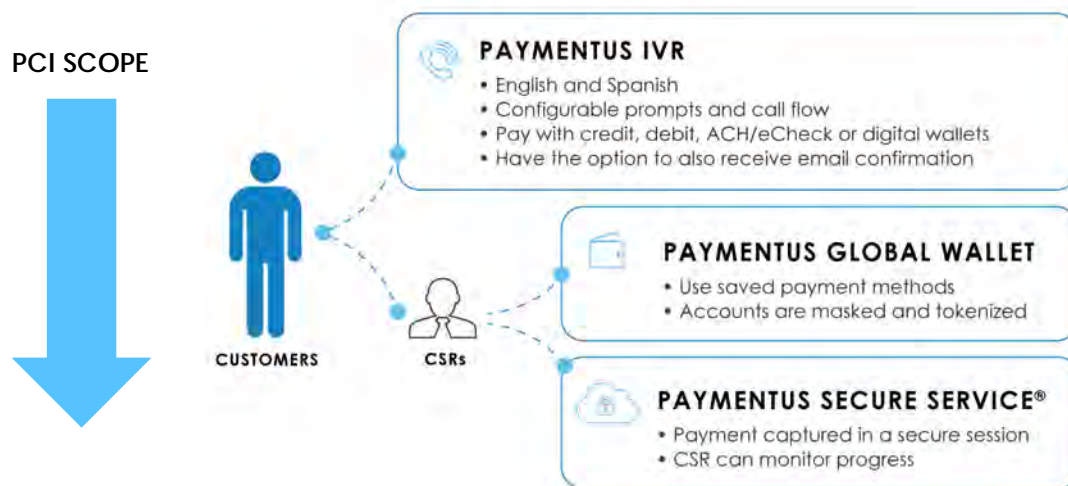
Paymentus enables bill payment, presentment and notification capabilities that leverage native wallet functionality available through Apple and Android devices. Customers can enroll easily and have bills sent directly to their mobile wallet.



IVR Payments

With the Paymentus IVR, your customers can hear their balance and due dates, confirm their last payment and make payments. Our call flow is configurable with customized greetings and voice prompts in English and Spanish. Customers can pay in fewer than two minutes via a dedicated toll-free number with the option to “zero-out” or transfer automatically upon detection of difficulty.

We own our IVR technology and do not have to rely on a third party vendor for this mission critical channel. Our industry-leading 90+% success rate for completed payments can be attributed to investments in a simplified caller experience that balances security with usability.



Secure Service® Payments

Secure Service is our patented technology for phone-based payments that removes the significant risks and non-compliance issues associated with live phone payments. Payment details are captured securely in a Paymentus-hosted environment, so your CSRs, processes and systems are completely removed from PCI exposure.



Beyond just security and compliance, call-handling times have been reduced by 35-40%.

*Experienced by
Paymentus and our clients*

When it's time for the customer to provide payment details, the CSR engages the secure environment and information carries over with no need to re-authenticate. As the customer enters payment details, the CSR is able to monitor progress to ensure payment success.

Innovative Payments



Digital Wallets

More and more consumers are using digital wallet payment options because they are seen as more secure, simpler and more convenient. Paymentus will help you take advantage of the positive correlation between choice and satisfaction – moving from legacy card and ACH payments to more advanced payment methods.

70% of consumers cite 'availability of payment methods' as top priority during payment experience.

ComScore Survey



Digital wallets like Amazon Pay have overtaken credit cards as the most popular online payment method this year.

Worldpay

Our commitment to expanding and enhancing the payment options for customers is an important consideration for the City since the variety of payment methods offered is highly correlated to customer satisfaction.



Chatbot

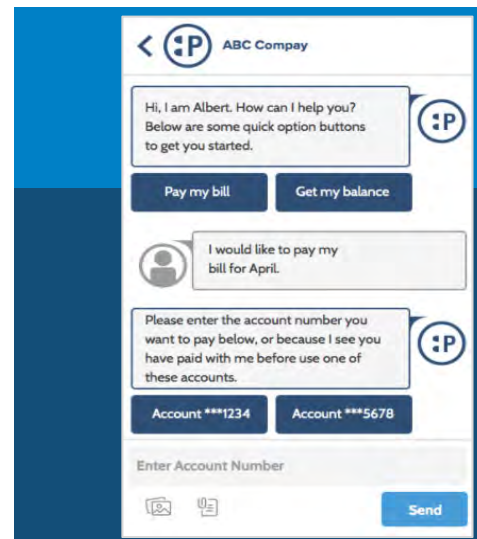


This year and beyond, a customer will manage 85% of the relationship without interacting with a human.

Gartner

Billing and account inquiries are a daily function of Customer Service departments so we built a conversational bot that eases the burden of addressing common requests. Customers communicate with the bot to get answers to questions, receive account balance, make a payment, schedule a payment and connect to live help.

Chatbot leverages our patented Secure Service® technology to offer full support while shielding your organization and staff from sensitive pay account information during the payment process.



Voice Assistants

Voice assistant technology is an active participant in homes across the world and we have harnessed its power to make payments more user friendly than ever without a call to customer support. Skills powered by Paymentus are capable of not only answering questions, but also delivering value-added insights to customers.



By the end of 2021, 40% of consumers will use voice assistants like Alexa instead of websites or apps when service needs arise.

Gartner

Amazon has teamed with Paymentus to provide an easier way for customers to manage their bills with Alexa. Much like the experience of the web and IVR, your customers can securely access their account using Alexa devices.



PayPal/Venmo Apps

Over 377 million consumers in the U.S. are active users of PayPal and/or Venmo. PayPal selected Paymentus to enable bill payment capabilities for both apps. Embedding bill payment capabilities within the most popular and widely used apps in the U.S. will allow you to reach more of your customers.

From the PayPal app, customers can view bills, receive notifications, send messages, make single payments, set up AutoPay and much more. Payments post in real time or via daily batch.

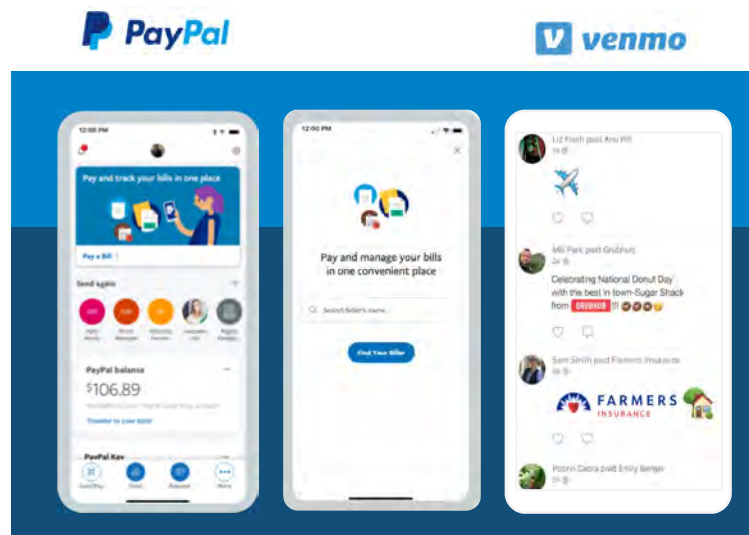
- 64% of U.S. adults have used PayPal for an online transaction in the last year
- The One Touch™ checkout results in 88% fewer keystrokes

PayPal



- 52 million active users, growing 80% YOY
- 66% of millennials have used Venmo in the last 12 months

Venmo



eBill Presentment

Our suite of paperless services is designed to ease change-resistant customers into new bill delivery and pay methods. With multiple, user-friendly options, you can drive paperless adoption rates, keep your customers happy, reduce calls to customer service, prevent missed payments and minimize delivery costs.

Online

Customers can use our self-service portal to manage paperless settings; view current or past billing statements; access payment history and make a payment or set up recurring payments.

Mobile

Savvy mobile users will find it fast and easy to go paperless with one of our four mobile paperless options including app, browser, email and text.

Email

This “push” option allows customers to receive an email with a password-protected Smart PDF eBill attachment. The customer can view their bill summary and submit their payment within the PDF itself. No envelopes to open or websites to visit. Just open the PDF and click to pay.

Payments are handled with the same fortress-level security and PCI compliance that is guaranteed across our entire system.

In-Person Payments



Over-the-Counter/Point of Sale

With the Paymentus Agent Dashboard, your representatives can accept in-person payments from your customers. Approved payment capture devices can automatically populate card information directly into the payment UI. The representative is only required to enter the pay amount and customer account number. Payments are processed in real time, data is point-to-point encrypted and the customer has immediate confirmation of their payment.

Kiosk

Kiosks make it fast and easy for your walk-in customers to make unassisted payments – saving valuable time for your staff and eliminating exposure to PCI data. Customers are guided through a few simple prompts to complete the payment on their own with confirmation provided once the transaction is completed.

Paymentus provides the user interface and payment processing platform that powers all of the functionality and reporting of the kiosk. We can interface with your existing or preferred kiosk manufacturer, or we can introduce you to our kiosk partners.

Walmart

Paymentus and Walmart have partnered to offer in-store bill pay services via cash and debit card at more than 4,000 Walmart stores. The experience is easy and convenient. Customers only need to provide their account number and the payments can be posted in real time just as they are with other self-service channels.

“An estimated 90% of all Americans are located within 15 miles of a Walmart store.

During 2020, there are approximately 265 million customer visits to Walmart each week.

Walmart statistics

Numerous Retail Locations

As our clients have closed their payment centers, we are expanding walk-in bill pay access to several large retail locations to supplement these closures such as 7-Eleven, Walgreens, Kroger, CVS, Target, Giant Eagle, Meijer, Food Lion and others. All payments can be viewed in real-time via the Agent Dashboard.

Digital Disbursements






With our payout solution, Paymentus simplifies business to consumer payments, providing you with a low cost, accurate and consistent way to deliver refunds and other types of payouts.

While the value of digital payments to the customer is easy to see, you must also ensure transactions are cost-effective, efficient and secure. Our solution gives you the ability to track activity in real-time, perform automated reconciliation, reduce manual efforts and lower costs. The capabilities are configurable and include a dynamic workflow to support even complex payout scenarios. Each action taken is tracked and can be linked to the user and payee to assist with reconciliation, compliance adherence and fraud prevention.

Agent Dashboard



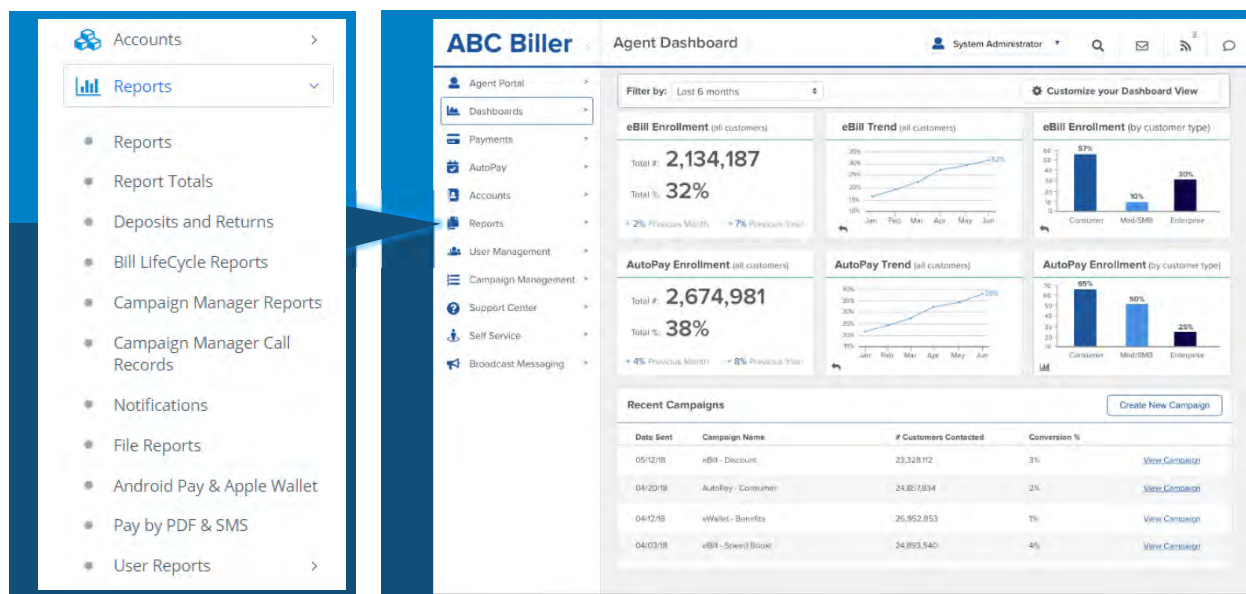
The Agent Dashboard is an administration console that gives your team a single easy-to-use command center to monitor and manage all of your services. This unified hub supports role-based access control so you can determine who needs access to what permissions and views. This includes the ability to lookup/research payments and perform a broad array of customer care and back-office tasks.

 Customer Care	<ul style="list-style-type: none"> • Accept payments • View payments • Cancel payments 	<ul style="list-style-type: none"> • Live chat with customers • Search for payments • View bills and suppress paper
 Administration	<ul style="list-style-type: none"> • Suspend accounts • Block pay methods • Control user access 	<ul style="list-style-type: none"> • Manage file exchanges • Open/track status of cases • Manage customer messages
 Reporting	<ul style="list-style-type: none"> • View/download reports • View system uptime • View system metrics 	<ul style="list-style-type: none"> • View third party payments • Access Big Data tools that go beyond standard statistics

The user interface provides comprehensive reporting as well as a dashboard view of the system. This allows users to visualize operational data and drilldown to detail level data to make informed business decisions that improve productivity and boost customer participation.

Reports are populated with data pulled in real-time from Paymentus databases and showing key aspects of the transaction (e.g., account, channel, method, date, time, etc.). As standard protocol, we will work with you to consolidate or segment information based on the line of business, customer type, payment method and any other classifications that you define.

[Proprietary]



Enterprise Communications Manager

Proactive notifications are the ultimate customer service tool. In fact, automated reminder programs have proven to reduce delinquencies by more than 50% from the very first use. The Paymentus platform provides full-feature customer notification capabilities through our Enterprise Communication Manager (ECM). ECM enables you to send customers important reminder notices at key points during the billing and payment cycle – by email, text or voice.

Capabilities include standard notifications and reminders as well as the ability to send targeted campaign messages. The process is simple with our intuitive ECM interface to target the customers, determine the delivery method, define the date and time for delivery and provide the content. It alleviates the time and expense associated with sending out paper communication or having CSRs make outbound calls.

C. Service Requirements:

For each item listed below, please indicate a Yes (the item will be provided and is part of the base price), No (item will not be provided) or Optional (item will not be provided as specified, but may be an optional component that may require modification). Provider shall include a price for each optional component in the pricing.

#	General Requirements	Y/N/O	Notes/Discussion
1	Service is fully-hosted; all online, mobile, IVR, eBilling, payment processing and notification system service components can be housed off-site and not under the care or control of the City;	Y	<p>Paymentus provides a fully hosted solution with all software and hardware located at our secure operating facilities. We administer the services and ensures they are fully maintained and functional with around-the-clock monitoring and automated processes wherever possible.</p> <p>We keep all payer financial and payment information secure within our Paymentus PCI-certified platform, using encryption and tokenization so that payment numbers are never captured or stored in the City systems or the City-accessible databases.</p>
2	Solution can support real-time data exchange between the City's Customer Information System ("CIS") and the provider's hosted service;	Y	<p>Integration with your internal systems is a fundamental part of our services. Paymentus has firsthand experience directly integrating with Tyler Munis for many clients and will leverage our established APIs and expertise to provide real-time exchange of data, ensuring that information is accurate and synced between systems.</p>

3	Customers can access real-time balance and payment information by mobile, IVR, and online. Payments can be posted in the CIS in real-time as they are taken;	Y	<p>With the Paymentus solution, customers will have access to real-time account(s) information (balance, amount due, due date, etc.) and their payment history.</p> <p>We deliver payment updates with the format and frequency you want so that it can be consumed by your Tyler Munis CIS. For both API and file-based integrations, the format and data fields passed will be defined based on the City's requirements. Paymentus can even work with your existing APIs and file formats, making any modifications and customizations needed to support your latest business and technical needs.</p>
4	Service provides hosted interfaces that support the following credit card and eCheck payment processing functions: authorizations, charges, settlement, credits, refunds and voids, scheduled payments, credit card chargeback and ACH reject notifications;	Y	Paymentus provides an all-in-one bill payment service that includes the technology (user interfaces, transmission and storage), gateway and authorization, processing, settlement, remittance, funding, reporting and refunds, voids, chargebacks and returns.
5	Staff can use a single web interface to search, view, and report on all payment activity by payment type (card type, debit, eCheck) and method (online, IVR, mobile). Staff can search by account number, date range, and confirmation number;	Y	With the Agent Dashboard, Paymentus provides access to real-time payment transaction information from all channels and all methods. The Agent Dashboard is also the single access point for authorized City users to run summary- and transaction-level reports on demand.

			<p>City staff have the ability to search and export data based on the following criteria:</p> <ul style="list-style-type: none"> • Confirmation number • Account number • Payment date or date range • Payment status • Payment amount range • Payment method • Payment channel • Customer name • User ID • Email address • Other City-defined identifiers
6	<p>Provider can offer an automated nightly payment batch for all card payments with a single reconciliation process for all payment options;</p>	Y	<p>Paymentus provides an industry-leading automated process for simple and accurate reconciliation including the number of payments and correct dollars processed. Our automated processes simplify end-of-day payment reconciliation efforts with a customized remittance and settlement process across ALL pay types and channels with reporting and deposits that match to the penny.</p>

			We provide payment updates with the frequency you need including an end-of-day remittance file and/or real-time web services connection based your business and technical requirements.
7	The provider can offer live 24/7/365 support by phone and email for payment issues;	Y	<p>Payments are accepted and processed 24/7, including weekends and holidays. For operational support, our Client Services Team is available 24/7/365 via phone and email as well as online case submission through the Agent Dashboard. City staff members who have questions or technical issues can initiate a case via email, toll-free client support line, through your Account Manager or directly through the Agent Dashboard. It is reviewed by Client Services with acknowledgement sent to the originator within 15 minutes that includes a case number for tracking purposes.</p> <p>Call center support for any payment- and system-related questions will also be provided for end users (customers and City staff). Our standard offering provides for 5 a.m. – 7 p.m. CT (Monday through Friday) and 7 a.m. – 2 p.m. CT. (Saturday and Sunday) availability.</p> <p>Your dedicated Paymentus Account Manager is available during business hours with after-hours contact via mobile phone provided for urgent issues.</p>

8	The service is PCI and red flag compliant;	Y	<p>Paymentus operates in full compliance with all card associations, ATM debit networks, NACHA and state and federal requirements for electronic payments.</p> <p>We are PCI DSS 3.2 Level-1 compliant and certified, which is the highest level attainable. Our in-house specialists constantly review our systems and processes to ensure ongoing compliance with the latest requirements of the PCI DSS. We undergo annual PCI audits performed by a third party a Qualified Security Assessor (QSA).</p>
9	The service accepts Visa, Visa-debit, MasterCard, MasterCard debit, Discover, American Express and support AVS and CVV2 collection;	Y	<p>Paymentus supports the full array of payment methods including Visa, Visa debit, Mastercard, Mastercard debit, Discover and American Express. We also support advanced payment methods, including a growing list of digital wallets (PayPal, PayPal Credit, Venmo, Amazon Pay, Apple Pay, Google Pay and more to come.)</p> <p>We use best practice standards for card payment processing including AVS and CVV2. We can configure the AVS and CVV2 validation protocols as required by the City.</p>
10	All updates, upgrades, enhancements for the service are performed by the provider remotely without any additional costs to the City;	Y	<p>There is no cost to the City for updates, upgrades, enhancements or change requests.</p>

			<p>As other vendors struggle with delivering new functionality to clients after the initial deployment, Paymentus delivers continuous innovation and makes it easy for clients to take advantage of new features and system enhancements.</p> <p>We plan for one quarterly major release and two minor releases. All releases are made available in a client test environment and are not pushed to production until successfully tested and approved by the client. Deployments are automated so that the process to add new features is simple and effective.</p> <p>Because of the architecture of our system, client requests for changes/enhancements happen in days rather than months. You are not burdened with having to go through a project queue. Built-in system configurability also allows Paymentus to make system enhancements and upgrades available to our entire client base with the flip of a switch.</p>
11	The service can be installed within 60-90 days of executing an agreement;	y	<p>Paymentus has one of the fastest Go-Live timetables in the industry with a 56-day average implementation time. Our flexible platform simplifies integration to your systems and minimizes dependencies on your IT and business resources.</p>

#	Online Payments and Portal	Y/N/O	Notes/Discussion
12	Customer access shall be from the City's website and taken to provider's secure website, which will be branded as the City's;	Y	<p>The customer "starting point" will be configured to the City's requirements. This includes the ability to seamlessly link the Paymentus Customer Portal from the City's website</p> <p>The user interfaces will be tailored to match your branding. This includes logo, color, font, icons, fields, field names and help text to ensure it aligns with the look-and-feel and tone of other content on your website.</p>
13	Provider is in compliance with the Web Content Accessibility Guidelines (WCAG) and provides TTY support;	Y	<p>Our platform complies with WCAG/Section 508 standards. We perform internal testing and have engage a third party testing company to complete accessibility audits of all interfaces to achieve WCAG 2.1 compliance.</p> <p>Additionally, the Paymentus IVR supports voice prompts with different languages as well as teletypewriter (TTY) devices for ADA compliance.</p>
14	Web interface can be available in two versions: English and Spanish;	Y	Paymentus supports English and Spanish as part of a standard implementation for all user interfaces. Additional languages are also available.
15	Customers are able to make one-time payments without registering for an online account with the provider;	Y	Paymentus offers both a guest (unregistered) and registered user experience. The guest user experience does not require pre-registration or a login and provides a way for your customers to make a one-time payment quickly and easily.

16	Customers can register an online account to be able to set up automated recurring payments by debit/credit card or ACH for any day of the month;	Y	<p>Our AutoPay (recurring payment) solution allows your customers to setup worry-free automatic payments. It is one of the simplest ways to ensure that bills are paid on time.</p> <p>Our program includes options for “behind the scenes” processing of payments sent by the City via secure file and/or a fully managed AutoPay wherein Paymentus will manage all aspects including enrollment, notifications, schedule changes, payment method changes, returned payments and payment method updates.</p> <p>Users choose the frequency (monthly, bimonthly, weekly, etc.) and method of payment (credit card, debit card and ACH) from the available options that you define. Cost structures are also flexible within the guidelines set by the card associations.</p> <p>The amount due will be updated automatically each month using information provided by the City. Once completed, we will provide payment updates via a daily file or real-time connection with your billing system. Additionally, your CSRs can be given permission to set-up scheduled payments on behalf of a customer using the Agent Dashboard.</p>
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			Most importantly, we keep the information secure within the Paymentus PCI-certified platform, using encryption and tokenization so that payment numbers are never captured or stored in City systems or City-accessible databases.
17	Customers are able to pay multiple utility accounts with a single payment. The service must use single sign-on when customers sign-in to multiple account;	Y	The customer experience allows for the presentment of billing data for multiple invoices and accounts and the ability to pay multiple invoices or accounts in a single flow.
18	Customers are able to securely save credit card and bank account information for future use on the portal;	Y	Customers (and CSRs if you allow) have the ability to save payment methods to a secure electronic wallet (eWallet). Saved payment methods can then be used for one-time or recurring payments in any channel. Customers are prompted to use a payment method already saved in their wallet or asked if they want to save a newly-entered payment method.
19	Service supports making multiple payments and payments that are either more or less than the invoice amount;	Y	Our solution will allow the customer to make a payment that is different (greater than/less than) than the amount due. The options available to the customer will be defined based on the City's specific business rules, set at a system- or account-level.
20	Customers are able to view PDFs of past billing statements;	Y	Our standard offering provides access to at least 13-months of eBills. Bills can be downloaded in PDF format. An extended archive can also be supported as required.

21	Service does not allow a customer to make a double payment;	Y	<p>Paymentus recognizes that managing duplicate payments is a pain point for clients and takes specific measures to prevent duplicate payments before they occur.</p> <p>When making an online payment, a notification is provided to show that the payment has been submitted and is being processed. This prevents customers from submitting the payment twice.</p> <p>Our platform also provides a duplicate payment message to alert the customer of any potential duplicate payments prior to completion of a transaction. If the customer is intentionally making a second or subsequent payment, they can select <i>Continue</i> to override the warning and proceed with the payment.</p> <p>These simple measures are highly effective in reducing or eliminating duplicate payments.</p>
22	Email bill reminders are only sent to customers with a balance	Y	<p>Our sophisticated rules-based engine and highly configurable platform allows Paymentus to configure the solution according to the City business rules. This includes only sending reminders to customers with a balance.</p>
23	Customers can turn on/off email bill reminders; the preference would be that email bill reminders contain a link to the online portal;	Y	<p>The Paymentus platform allows customers to choose the messages they want to receive as well as the method of delivery (email, text or IVR).</p>

			We can manage this via our hosted interface or use information provided by the City if you host the customer experience.
24	Customers can use the web service to opt in or out of paper billing;	Y	With Paymentus, customers can opt-in and opt-out of paperless billing using our Customer Portal. We provide paper/paperless enrollment and de-enrollment updates to the City and/or directly to your print vendor. The print vendor can use this information to suppress paper for those customers who choose paperless or add the account back into the print/mail process for those that choose paper. We will provide this information in any format and with any frequency requested, without requiring action by the City staff.
25	The portal web site can recognize various account statuses (i.e., closed, delinquent, scheduled for shut-off, etc.)	Y	<p>Our highly-configurable platform was designed with flexibility in mind so that every client can choose to allow/disallow access and capabilities based on their specific business rules. This includes supporting separate rules and presentations/access rights for the account statuses described.</p> <p>The account status will be provided by the City, which will, in turn, determine the business rules, access rights and payment options available to various customers/accounts.</p>

#	IVR	Y/N/O	Notes/Discussion
26	Fully hosted by the provider;	Y	<p>Unlike many providers, the Paymentus platform is built on a single code base. This includes our IVR payment channel with customized greetings and highly configurable prompts, flows and trees. It is designed to fit seamlessly into your existing processes. Customers can transfer from an existing IVR (e.g., “Press 2 to make a payment”) or dial a dedicated toll-free number to make self-service payments at any time day or night.</p> <p>Our focus and investment is on the user experience, which leads to higher completion rates by customers and decreases in the need for call center support. As evidenced by our industry-leading 90+% success rate for completed calls and payment transactions, Paymentus has made significant investments to simplify the experience for callers, integrating with the client’s billing system and striking the right balance between security requirements and usability.</p> <p>We provide full transparency to IVR performance and the ability to make prompt and sequence adjustments based on throughput. Changes can be made quickly since we have full control of it.</p>

			Paymentus also provides a solution for your CSRs to accept payments over the phone securely using our patented Secure Service® technology. The CSR can engage Secure Service to capture pay account information in a secure IVR session hosted by Paymentus. It allows the City to steer clear of PCI exposure, because your CSRs aren't exposed to payment account details and the information isn't captured in their system, but the CSR can still monitor the customer's progress to ensure payment success and satisfaction.
27	Can generate system error notifications for real-time troubleshooting;	Y	<p>Default error messaging exists in the platform today based on the reason and area of failure. Notifications and messaging are configurable on the Paymentus platform and will be defined by the City as part of the standard implementation.</p> <p>The platform has been architected with artificial intelligence and machine learning to proactively detect defects before they occur. In the unlikely event that a defect occurs, the platform systematically activates self-correcting protocols to greatly mitigate any potential impact.</p>
28	Can disconnect users after inactivity for a set amount of time;	Y	This functionality is included in our standard offering and can be configured for the City's requirements.
29	Prevents telephone users from being trapped in a loop/menu;	Y	There is no loop, complicated menus or choices. The prompts are simple and conversational so that customers can make a payment quickly and easily.

			If needed, the IVR allows the caller to “zero-out” or automatically transfer upon detection of difficulty to speak with a customer service representative in the City or Paymentus call center.
30	User-friendly system that accounts for novice users as well as experienced users who don't need to hear the entirety of all instructional prompts;	y	<p>The Paymentus user interfaces are easy to navigate and simple to understand with automated technologies to help prevent user errors and ensure absolute security and privacy. We developed the intuitive interface based on user-centric design principles for modern, simple navigation with minimal steps in the flow to complete a transaction, but still incorporating all of the options and preferences to meet the expectations of today's consumer.</p> <p>We look forward to the opportunity to demonstrate the functionality and straightforward navigation for you during a presentation with your team.</p>
31	Can include support to address frequently asked questions;	y	<p>We provide your staff users with instructor-led training, product manuals, instructional videos and a searchable online support center for frequently asked questions.</p> <p>For the customer, our hosted interfaces include prompts and user-assistance text.</p>

			<p>Additionally, Paymentus provides live agent support from Paymentus call centers, which are staffed with specially trained payment experts to support your customers and your CSRs with any payment related questions/issues. This service is provided at no additional charge to you or your customers. Our experts also offer training for your customers on use of the self-service payment channels, simplifying and speeding their next transaction.</p>
32	Has two or more call transfer numbers (one for business hours and the other for after-hours call handling);	Y	<p>Our platform will support transfer callers to two or more numbers provided the City (one for business hours and the other for after-hours call handling).</p> <p>For operational support from Paymentus, our Client Services Team is available 24/7 via phone as well as email and online case submission through the Agent Dashboard.</p>
33	Customers can hear current account balance, due date, most recent payment amount, and date of most recent payment;	Y	<p>The Paymentus IVR payment is highly configurable and the script can include the customers' current balance, due date, amount and date of the last payment and other information as required by the City.</p>
34	Customers can make payments using the same methods outlined above (#9);	Y	<p>To further enhance the customer experience and simplify the payment process, the IVR can automatically save and offer the last used payment method for a subsequent payment.</p>

35	IVR call flow can be provided in multiple languages; preference would be English and Spanish;	Y	<p>The Paymentus IVR supports English and Spanish as part of our standard offering with the ability to support different sets of voice prompts with different languages as required.</p> <p>In addition, for live agent support, more than 60% of our representatives are bilingual and able to assist consumers that speak English, Spanish and French, as well as other languages.</p>
36	The City can insert temporary messages at the beginning of the IVR call;	Y	<p>Messages/notifications can be added by the City via the Agent Dashboard or can be provided to the Paymentus support team to add on your behalf.</p> <p>Paymentus also offers outbound messaging that can be delivered via IVR. The message can be a pre-recorded wave file uploaded to the Agent Dashboard or free text that Paymentus converts to speech.</p>
37	IVR must have the ability to enforce payment of delinquent amounts as a minimum;	Y	<p>As shared, our highly-configurable platform was designed with flexibility in mind so that every client can choose to allow/disallow access and capabilities based on their specific business rules. This includes the ability to require that customers pay delinquent amounts as a minimum.</p>

38	The service must be able to notify staff when a customer on the shut-off list makes a successful payment;	Y	Paymentus provides multiple options to notify the City of a payment to an account in shut-off status. This includes posting the payment in real time as well as generating the City-specified notifications for transactions with a certain account status.
39	The IVR can identify caller accounts with a missing phone number and prompt the user to enter their phone number, which will also update the City's CIS database;	Y	In the use case where a customer's account is missing a phone number, the Paymentus platform can prompt the caller to enter their phone number, which will be transmitted with the remittance of the payment. We can also provide the captured ANI number.
40	May allow partial payments or pay amounts greater than the amount due;	Y	As shared, our solution will allow the customer to make a payment that is different (greater than/less than) than the amount due. The options available to the customer will be defined based on the City's specific business rules, set at a system- or account-level.
41	Must be able to play a courtesy message when the IVR is off line for maintenance;	Y	While we typically don't need to take the IVR offline for routine maintenance, if the IVR is ever taken down for any reason, we will play a courtesy message for callers.

42	Must provide reports of all calls including duration, date/time of payment, payment amount, and daily/monthly/annual summary totals;	Y	Paymentus captures and delivers extensive telemetry on all activity in the platform, including but not limited to, the end-user activity, admin activity, IVR activity, payment activity, wallet and account activity and will provide reporting and analytics at summary- and detail-level.
#	Mobile Payments	Y/N/O	Notes/Discussion
43	Web payment interface can be formatted for mobile devices;	Y	Paymentus uses responsive web design (RWD) technology to ensure easy reading and navigation with a minimum of resizing, panning and scrolling across a wide range of devices, from mobile phones to tablets.
44	Customers can be able to quickly make a payment using their mobile device without registering an on-line account;	Y	For online and mobile, Paymentus offers both a guest (unregistered) and registered user experience. The guest user experience does not require pre-registration or a login and provides a way for your customers to make a one--time payment quickly and easily.
45	Customers can be able to make a payment by credit or debit card or eCheck;	Y	As shared, Paymentus supports the full array of payment methods, including credit, debit, ACH/eCheck and digital wallets. We will make any or all of them available to the City and your customers via mobile and other payment channels.
46	Customers must be able to receive an email confirmation when a mobile payment is made.	Y	As part of making a payment and/or profile setup, the customer is able to enter the email address or phone number where the confirmation will be sent.

D. Project Implementation, Training and Support:

The vendor must provide an implementation plan that includes key tasks, milestones, and designated City and vendor responsibilities. As mentioned at the beginning of this RFP, the priority will be to implement online payment options for utility customers.

Additionally, please describe all hardware, software, or virtual components that City staff will be required to support. Outline all training that will occur during the course of this project, including training location, cost and topics. Include support options and costs with descriptions. Also, include an option and cost for marketing the new service to the customers.

Please provide an overview of your standard implementation methodology, including:

1. Project timeline with key milestones

Paymentus Response

The Paymentus team will take you from kickoff to launch as quickly as possible, just as we've done for thousands of organizations. While many aspects of the solution build are common for all implementations, the data elements, rules and controls will be defined specifically to your business needs.

The Paymentus and City implementation teams will work together in defining the business, functional and technical requirements of this project and ultimately the milestone dates that drive the implementation timeline. Each of these activities will be scheduled, executed, monitored and reported upon within a comprehensive project plan developed in conjunction with the City.

Key Milestones

- Business requirement definition and specifications with sign-off by both teams
- Detailed project plan developed based on above with sign-off by both teams
- Setup of funds settlement framework and options for digital disbursements
- Migration planning to understand the data to migrate and devise a schedule
- Direct integration with your CIS and other third party systems as required
- Incorporate your rules and permissions for staff and customers
- Test using a live pre-production UAT system with sign-off by the City
- Define training approach and identify staff administrators and users
- Launch planning
- Post-Launch monitoring

2. Installation/Setup Plan

Paymentus Response

Our team of experts helps to design and implement solutions that meet business requirements, are maintainable, scalable and contribute to long-term client success. This includes not only configuration of the workflows, exports, security, privileges and business rules but also migration of data and back-end integration with your systems to deliver a single view of your customers.

Our goal is to make the transition and implementation process as easy and seamless as possible. We collaborate closely with your team to gain a true understanding of your unique goals and business challenges so we can implement the solution set that you choose quickly, with low risk and optimized solution configurations.

A detailed and a specific plan will be prepared after the final solution has been selected and a business requirement document has been prepared and signed off by both parties. We will work with you to complete an account setup worksheet upon declaration of the partnership. Through this questionnaire and meetings, your needs will be assessed and a detailed project proposal will be drafted. We will not start development until this project proposal passes your approval.

3. Training Plan

Paymentus Response

Our primary goal is to ensure that your staff members are completely comfortable with the payment platform, so that they can confidently support your customers. During implementation, the Paymentus team conducts training sessions for both your technical team and business users. Our in-house implementation team will provide all training at no cost to the City.

We have a flexible approach to training and can either conduct direct training for your entire team, or conduct train-the-trainer exercises so that designated associates become the subject matter experts. For train-the-trainer sessions, we typically find that one session is adequate to instruct the trainers. We can always add more sessions, at no cost, to address any additional questions, refresh the trainers or present new features.

Typical training sessions cover:

- Making agent assisted payments
- Scheduling payments on behalf of a customer
- Controlling accessibility (add, suspend, block payment method)
- Running and managing reports
- Performing accurate reconciliations
- Administrator tasks including how to create users and assign user rights
- Creating outbound messages

During implementation, City users will be provided with documentation, quick reference guides and training manuals for the Paymentus system.

4. Testing/Acceptance Plan

Paymentus Response

Paymentus provides a fully managed implementation with all necessary environments: development, test, staging, etc. We can quickly stand up as many lower environments as necessary to meet your testing needs.

We employ full-time resources for coordinating testing and ensuring the quality of our service offering. All of the core pieces of our solution are vetted through a gamut of internal test plans and procedures prior to release for client deployments.

During implementation, the City will have access to a dedicated UAT environment with all of your configurations to help identify requirements, as well as to support testing prior to going live with the system. This production-quality test environment with a mirror of the implementation remains in place for the life of the relationship for training and testing without affecting the existing production environment.

Paymentus also updates this environment with each new release to provide the opportunity to test out new capabilities. The deployment of releases is automated to ensure that on-boarding and adding new features is fast and efficient. Releases are not pushed to production until successfully tested and approved by the City.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

List at least three (3) of the most significant engagements performed in the last three years that are similar to the engagement described in this RFP. Indicate the scope of work, date and the name and telephone number of the principal client contact.

Paymentus Response

[Confidential]

We serve many clients of similar size and complexity to the City, which confirms our ability of our systems and services to handle and execute successfully. We are not a division of a large company, therefore we are able to provide the attention and the quality of service the City deserves.

Firm Name	City of Beverly Hills, CA	
Primary Contact Name and Title	Renee Avitia-Rodriguez Sr. Management Analyst Finance	
Telephone and Email	310-285-2459	rrodriguez@beverlyhills.org
Description of services	Full platform, utility payments with Tyler Munis CIS	
Dates of performance	Client since 2019	

Firm Name	City of Tulsa, OK	
Primary Contact Name and Title	Chad Becker Financial Services Manager	
Telephone and Email	918-596-2637	cbecker@cityoftulsa.org
Description of services	Full solution city-wide and utility payments with Tyler Munis CIS	
Dates of performance	Client since 2019	

Firm Name	City of Cerritos, CA	
Primary Contact Name and Title	Ryan Balius, IT Analyst	
Telephone and Email	562-860-0311	Ryan_ballu@ci.cerritos.ca.us
Description of services	Full solution city-wide	
Dates of performance	Client since 2020	

PROPOSED FEES

[Proprietary]

Like the City, Paymentus values and expects transparency and candor. Our goal is to make it easy for you to understand and forecast your total cost outlay for payments in an industry notorious for hidden costs. We are open to a variety of pricing models and can offer additional options for your consideration. We look forward to your feedback and stand ready to provide additional information or answer your questions.

Paymentus Instant Payment Network (IPN™) Solution Components

(Checkbox indicates service/feature is included)

<input checked="" type="checkbox"/> Online Quick Pay Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.	<input checked="" type="checkbox"/> Agent Dashboard/Staff Portal Single point of access to view real-time transactions and analytics, manage notifications, take payments and more.
<input checked="" type="checkbox"/> Customer Portal Full service portal for registered customers to make payments, link account(s) for multi-pay, manage wallets, preferences and AutoPay. Hosted, IFrame, API and SSO options.	<input checked="" type="checkbox"/> Payment Processing Services Level-1 PCI compliant. Secure real-time data with streamlined funding, next day deposits, and simplified reconciliation for all payment types and channels. Option to aggregate bank and third party payments.
<input checked="" type="checkbox"/> IVR/Automated Phone Payments Multilingual Interactive Voice Response allows customers to hear their balance and make payments quickly and easily.	<input checked="" type="checkbox"/> eBills & Paper Suppression Opt in/out of paper bill. Bill notifications and bill image support Includes an option for secure PDF sent via email.
<input checked="" type="checkbox"/> Pay-by-Text Automated interactions via text to make payments in a secure environment.	<input checked="" type="checkbox"/> Secure Service® Payments Patented technology for CSRs to capture payments in a PCI compliant session.
<input checked="" type="checkbox"/> Outbound Customer Notifications Deliver reminders and other critical notifications by email, text and phone.	<input checked="" type="checkbox"/> Advanced payment offerings PayPal, PayPal Credit, Venmo, Amazon Pay, Apple Pay and Google Pay payment options.
<input checked="" type="checkbox"/> ChatBot Payments & Information Artificial intelligence and machine learning improves the speed and quality of FAQ and payment interactions.	<input checked="" type="checkbox"/> Voice Assistants Alexa and other voice assistants provide a user friendly way to make payments and answer simple queries.
<input checked="" type="checkbox"/> In-Person Payments Options for kiosks and over-the-counter/ POS payments with EMV devices.	<input checked="" type="checkbox"/> Payments at Retail Locations Customers can pay their bill at a growing list of stores (Walmart, etc.).

[Proprietary]

Setup and Ongoing Fees	
Implementation and Project Management	\$0.00
Configuration and Development	\$0.00
Integration with Tyler Munis and other City systems	\$0.00
Persistent Test Environment(s)	\$0.00
Account Validation and/or Single Sign-On	\$0.00
Secure Service® Setup	\$0.00
Monthly Maintenance	\$0.00
24/7 Monitoring and Network Operations	\$0.00
Active-Active Hosting and Disaster Recovery	\$0.00
Payment Gateway	\$0.00
Real-Time Payment Processing	\$0.00
Next Business Day Funding	\$0.00
Level-1 PCI	\$0.00
NACHA Compliance	\$0.00
Training	\$0.00
Account Management Support	\$0.00
Client and Customer Support	\$0.00
Ongoing Feature Releases	\$0.00
Ongoing Professional Services - Upgrades, Changes	\$0.00

eBill Presentment Fees	
Electronic Bill Presentment (online, mobile, email, mobile wallet, text)	\$0.00

Outbound Customer Communications Fees – Email, SMS, IVR	
All standard notifications and reminders	\$0.00
Ad hoc messages and targeted campaigns (per item)	
<ul style="list-style-type: none"> Up to 3,000 messages per month 	\$0.00
<ul style="list-style-type: none"> 3,001+ messages per month 	\$0.20

Water Utility

[Proprietary]

Payment Transaction Fees* (Absorbed Model)	
eChecks/ACH	\$0.50
Qualified Credit Cards, Debit Cards, Digital Wallets (Visa, Mastercard, Discover, American Express, PayPal, Venmo, PayPal Credit, Amazon Pay, Google Pay and Apple Pay)	\$1.70
Non-Qualified Credit Cards, Debit Cards, Digital Wallets (Visa, Mastercard, Discover, American Express, PayPal, Venmo, PayPal Credit, Amazon Pay, Google Pay and Apple Pay)	2.95%

* INCLUDES the technology as well as ALL applicable processing fees such as interchange, assessments, NABU, tokenization, deposit, settlement, verification and additional processing fees.

- Assumes an average payment amount of \$239.00 for credit/debit card payments. A maximum amount per payment is \$5,000.00. Multiple payments can be made.
- Chargebacks and returned checks will be billed at \$9.95 each.

Payment Transaction Fees* (Convenience Fee Model)	
eChecks/ACH, Credit Cards, Debit Cards and Digital Wallets (Visa, Mastercard, Discover, American Express, PayPal, Venmo, PayPal Credit, Amazon Pay, Google Pay and Apple Pay)	\$4.50

* INCLUDES the technology as well as ALL applicable processing fees such as interchange, assessments, NABU, tokenization, deposit, settlement, verification and additional processing fees.

- Assumes an average payment amount of \$239.00 for credit/debit card payments. A maximum amount per payment is \$720.00. Multiple payments can be made.
- Chargebacks and returned checks will be billed at \$9.95 each.

Other City Departments (Non-Utility)

[Proprietary]

Payment Transaction Fees*	
eChecks/ACH	\$0.50
Credit Cards, Debit Cards, Digital Wallets (Visa, Mastercard, Discover, American Express, PayPal, Venmo, PayPal Credit, Amazon Pay, Google Pay and Apple Pay)	2.95%

* INCLUDES the technology as well as ALL applicable processing fees such as interchange, assessments, NABU, tokenization, deposit, settlement, verification and additional processing fees.

- Assumes an average payment amount of \$239.00 for credit/debit card payments. A maximum amount per payment is \$25,000.00. Multiple payments can be made.
- Chargebacks and returned checks will be billed at \$9.95 each.

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City to request the provider to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations presented by the provider, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the provider. Any such additional work agreed to between the City and the provider shall be performed at the same rates set forth in the proposed fees.

Paymentus Response

No charge. We know that our clients' needs will change over time and are fully prepared to accommodate evolving business priorities and strategies. Paymentus designed the platform to efficiently support these changes with no implementation, integration, configuration or professional services fees.

You are not burdened with having to go through a project queue. Because of the architecture of our system, client requests for changes/enhancements happen typically are completed in days rather than months. Built-in system configurability also allows Paymentus to make system enhancements and upgrades available to our entire client base with the flip of a switch.

Paymentus

Powering the Next Generation of Electronic Bill Payments

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<https://www.paymentus.com/>



NEW BUSINESS

Approve an Agreement with Mission Square (formerly ICMA-RC) for Administrative, Recordkeeping, and Communication Services Pertaining to the 457(b), 401(a) and the 457 PTS Deferred Compensation Plans

RECOMMENDATION

- Approve an agreement with Mission Square (formerly ICMA-RC), in a final form approved by the City Attorney's office, for the administrative, recordkeeping and communication services ("services") pertaining to the City's 457(b), 401(a) and the 457 PTS Deferred Compensation Plans.

BACKGROUND

The City of Santa Fe Springs offers full-time employees several defined contribution plans such as a 457(b) Deferred Compensation Plan and a 401(a) Plan. The Plan is a voluntary deferral program that is separate and distinct from the CalPERS pension system. Specifically, the establishment of this plan, pursuant to regulations in § 457 of the Internal Revenue Code, provides participants an opportunity to supplement their CalPERS retirement by allowing them to defer a portion of their own current earnings on a pre-tax and/or after tax basis. The 401(a) plan is similar to a 457(b) plan, the only difference is 401(a) plans allow for employer contributions. The City currently provides contributions to employees based on negotiated matching ratios with the labor associations. The City also offers a 457 part-time, temporary and seasonal (PTS) plan. A 457 PTS plan is a retirement plan for part-time, temporary and seasonal employees that serves as an alternative to Social Security.

Currently, the 457(b), 401(a) and 457 PTS plans ("plans") are managed by the Finance & Administrative Services Department with approximately \$43 million in plan assets for over 300 participants (active and separated employees) in the 457(b)/401(a) plans and \$2.0 million for over 650 participants (active and separated part-time employees) in the 457 PTS plan. The plans were previously administered through four (4) different providers: Lincoln Financial Group, Nationwide, CalPERS and Mission Square (ICMA-RC).

At the beginning of the year, the City engaged Benefits Financial Services Group ("BFSG") as its independent administrative & investment advisor for the plans. BFSG along with the Deferred Compensation Advisory Committee (comprised of the City Manager, Director of Finance & Administrative Services, HR Manager, Finance representative and HR representative) began a plan review in order to enhance the oversight of the plans, ensure full compliance with federal guidelines and to implement best practices in needed areas. The review allowed the City to accomplish several improvements for the plans and its participants, including:



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- The creation of the City's Deferred Compensation Advisory Committee, which has fiduciary responsibility over the plans;
- Quarterly reviews of investment and plan performance to ensure competitive performance of investment options and to address any needs in the plans;
- Development of an Investment Policy Statement that provides a framework in which to evaluate the performance of all investment options;
- Negotiations with all four providers, which led to the following:
 - Added an open architecture investment platform (a core fund lineup selected by the City with investment options that provide more flexibility and competitive returns) with Lincoln, Nationwide & Mission Square only
 - Eliminated costly, inflexible and poor performing proprietary funds
 - Significantly reduced the fees for participants in the plans – from an average cost across all four plans of 45 basis points (0.45%) to as low as 16 basis points (0.16%) – a 64% reduction in fees

After the initial negotiations with the providers, a consolidation from four (4) plan providers to one (1) was recommended as this is the best practice in the industry. A consolidation will achieve economies of scale, which will reduce the fees even further, create operational efficiencies in the administration of the plan, provide targeted and consistent participant engagement and greater customer service in the administration of the plans. Therefore, BFSG assisted the City with developing a Request for Proposal ("RFP") for the provider consolidation of the plans and the subsequent evaluation of all proposals.

On August 16th, 2021, the RFP was issued by BFSG to several providers in the government defined contribution market. Five (5) proposals were received and evaluated by the Advisory Committee, with assistance from BFSG: Empower Retirement, Mission Square, Lincoln Financial Group, Nationwide & Voya Financial. During the initial evaluation of proposals, Mission Square and Lincoln Financial Group offered the most competitive pricing at 3 basis points (0.03%) and 11 basis points (0.11%), respectively. Both Mission Square and Lincoln Financial Group were invited to an interview with the Committee and BFSG to provide an overview of more specific services such as, educational services & website services and were evaluated based on the following criteria:

- 1) Recordkeeping & Administration (100 points)
- 2) Service Team (75 points)
- 3) Participant Engagement (100 points)



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- 4) Investments (100 points)
- 5) Conversion (50 points)
- 6) Fees (175 points)

After careful consideration, Mission Square's proposal met the committee's requirements and needs in all areas. The cost structure presented by Mission Square offers a cost effective platform for all participants and provides the best value to the plans. Mission Square will provide an enhanced participant experience through its emphasis on participant engagement and education. In particular, Mission Square presented a more proactive approach to data analysis and participant engagement in comparison to other providers. Mission Square will continue to support the plan's open architecture investment platform and will provide several educational days per year. The consolidation to Mission Square will generate a 93.3% fee reduction (from 45 basis points to 3 basis points) for all participants of the 457(b)/401(a) plans.

In addition to the administrative services agreement, there are several other documents – such as trust agreements, self-directed brokerage agreement and plan document amendments – that need to be executed to complete the consolidation. The City Council on March 2, 2021 through Resolution No. 9708 granted the Director of Finance & Administrative Services the authority to execute documents necessary to make changes that are beneficial for the plans and the City. Once staff has authorization from Council to move forward with the consolidation, the Director of Finance & Administrative Services will execute all the necessary documents.

CITY ATTORNEY REVIEW

The City Attorney has reviewed the professional service agreements for the plans with Mission Square and the trustee agreements with Matrix Trust Company.

FISCAL IMPACT

There is no City fiscal impact associated with this action. All administrative fees pertaining to the services will be borne by the plan participants. Internal Revenue code permits administrative reimbursement from plan assets, which will be utilized to offset fiduciary, advisory and participant education costs related to the management of all three plans.

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

Raymond R. Cruz
City Manager

Attachments:

- 1. Administrative Services Agreement with Mission Square for the 457(b)/401(a) plans
- 2. Administrative Services Agreement with Mission Square for the 457 PTS plan

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Santa Fe Springs

Type: **457**

Account #: **306356**

Type: **401**

Account #: **107767**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, December 7, 2021, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Santa Fe Springs** ("Employer"), an **Entity** organized and existing under the laws of the State of **California** with an office at **11710 E Telegraph Road, Santa Fe Springs, California 90670**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is

furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be

responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the

direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings

involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.031%**.
- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.031%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 8(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to

MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee

disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's the plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

The compensation and payment set forth in this Section **8** are further contingent upon the transfer of all assets of the Plan(s) from the prior recordkeeper for the Plan(s) to MissionSquare's administration in the approximate amount of **\$43 million**. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that there is a material difference between the assets and/or participants transferred to MissionSquare and the information provided from the Employer pursuant to the Request for Proposal.

The compensation and payment in this Section **8** will take effect in the calendar quarter following receipt of all assets of the Plan's prior recordkeeper and the receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Assets and Agreement received by February 20 - Effective April
- Assets and Agreement received by May 20 - Effective July
- Assets and Agreement received by August 20 - Effective October
- Assets and Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

The term of this Agreement will extend **five (5) years** from the date of completion and reconciliation of the transition of assets of the Plan from the prior record keeper to MissionSquare. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements,

electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF SANTA FE SPRINGS

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled

maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).
- (q) MissionSquare will provide ad hoc on-site services days at \$550 per day. The fee will be deducted quarterly from participant accounts

ADMINISTRATIVE SERVICES AGREEMENT

Between

MissionSquare Retirement

and

City of Santa Fe Springs

Type: **457 PTS**

Account Number: **305176**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, December 7, 2021, (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Santa Fe Springs** ("Employer"), an **Entity** organized and existing under the laws of the State of **California** with an office at **11710 E. Telegraph Road, Santa Fe Springs, California 90670**.

RECITALS

Employer acts as a public plan sponsor for a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives and services for part-time, seasonal and temporary employees participating in that Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby designates MissionSquare as administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with VantageTrust. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Employer Agreements

Employer agrees to the following with respect to the plan:

- (a) there is no necessity for individual employee signatures upon enrollment and/or disbursement that is conducted under de minimis provisions.
- (b) if the employee's address is not provided upon enrollment by the Employer, then the Employer's address will be used as the contact address.

3. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that investment, management and disbursement of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. If within ninety (90) days after the mailing of any report, statement or accounting to the Employer or a participant, the Employer or participant has not notified MissionSquare in writing of any error or objection, such report, statement, or accounting shall be deemed to have been accepted by the Employer and the participants.

5. MissionSquare Representations, Warranties, and Covenants

(a) MissionSquare represents and warrants to Employer that MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare represents and warrants to Employer that MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c) MissionSquare covenants with employer that MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code; provided, however, MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's standardized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations, Warranties, and Covenants

(a) Employer represents and warrants to MissionSquare that Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is not the "Plan Administrator" or "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that

might cause MissionSquare to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable mutual fund share class.

(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Employer Plan. Unless Employer notifies MissionSquare otherwise, the Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order.

8. Compensation and Payment

(a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.

(b) **Account Maintenance Fee.** There shall be an annual account maintenance fee of **\$18.00**. The account maintenance fee will be assessed on a quarterly basis.

(c) **Compensation for Management Services to VantageTrust Company.**

Employer acknowledges that in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement.

(d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be paid out of the Plan Assets held by VantageTrust. The amount of Plan Assets held in VantageTrust shall be adjusted as required to reflect such payments.

The compensation and payment set forth in this Section 8 are further contingent upon the transfer of all assets of the Plan(s) from the prior recordkeeper for the Plan(s) to MissionSquare's administration in the approximate amount of **\$2 million**. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that there is a material difference between the assets and/or participants transferred to MissionSquare and the information provided from the Employer pursuant to the Request for Proposal.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. To the extent allowed by law, Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such

Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

(d) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

13. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of **California** applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF SANTA FE SPRINGS

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services for PTS Plans

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment information. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (b) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (c) Maintenance of records for all participants for whom participant accounts have been established in paper or electronic format. These files shall include enrollment instructions, beneficiary designation instructions (to the extent provided to MissionSquare) and all other written correspondence and documents concerning each participant's account, and if applicable, records of any transaction conducted through the Internet or other electronic means.
- (d) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, text access and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (e) Communication to participants of information regarding their rights and elections under the Plan.
- (f) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (g) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (h) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage

procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (i) Making available access to MissionSquare's plan sponsor website to allow plan sponsors to access certain plan information and initiate certain plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website. Provided that the Employer provides timely notification of termination dates, MissionSquare will conduct de minimis distribution processing at a minimum of once per year.
- (k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.



NEW BUSINESS

Authorize the Lease of Stationary Automated License Plate Reader Cameras (ALPR)

RECOMMENDATION

- Approve utilizing existing funds from the City's General Fund to lease 20 Automated License Plate Readers (ALPR); and
- Authorize the Director of Police Services to enter into a one-year leasing agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for 20 Automated License Plate Readers (ALPR) in an amount not to exceed \$55,000.

BACKGROUND

Auto theft is a Part I crime that continues to rise regionally and across the entire state of California. In 2020 alone, the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting Program (UCR) noted that almost 200,000 vehicles were stolen at an estimated loss of 1.6 billion dollars.

Auto theft not only deprives owners of the use of their vehicles but also provides criminals with a means to commit more crimes in a vehicle not belonging to them. For this reason, gang-related crimes are often committed with the use of stolen automobiles. Focusing proactive enforcement efforts on auto-theft often uncovers other criminal activity and prevents other serious crimes. Automated License Plate Reader (ALPR) technology has been used by police agencies to locate stolen vehicles and solve other crimes where an automobile has been used. ALPR technology has continued to evolve and become less cost prohibitive. Traditional ALPR systems included expensive fixed camera locations or mobile devices mounted in patrol cars. Whittier PD has deployed mobile ALPRs in the past; however, these devices have reached their end of life and are no longer in service.

The proposed Flock Safety ALPR System includes 20 cameras that will be installed in various locations throughout the City, where large volume of traffic exists. The cameras are solar-powered and can be installed on existing city infrastructure such as light poles and traffic signals, without the need for wired power. The ALPR cameras will scan license plates on vehicles as they drive by and compare the plate information to state stolen and wanted vehicles databases. When a match is made, a photo of the vehicle and the location will be automatically transmitted to police car computers and the dispatch center.

Flock Safety is the sole manufacturer and developer of the Flock Safety Camera and is the only manufacturer that leases ALPR equipment, saving the City the cost associated with ownership, such as maintenance and repair. The system is cloud-based and web-based and does not require software or computer hardware to be

installed and operated by the City. This system will add a significant digital layer to existing proactive work by police officers who already run license plates on a regular basis to check for stolen and wanted vehicles.

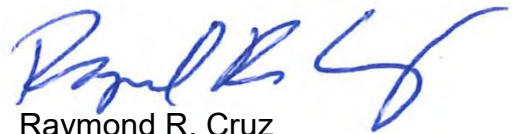
All data captured by the Flock ALPR system is sent to secure cloud storage and then deleted in 30 days. The system is not designed or used for traffic enforcement or facial recognition. The system does not communicate with or shares information with immigration databases.

FISCAL IMPACT

The lease amount for this equipment (\$55,000) was included in the FY 2021-22 budget adopted by the City Council in June of 2021.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.



Raymond R. Cruz
City Manager

Attachments:

1. Flock Group Inc. Service Agreement
2. Order Form

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) and Agency shall not be required to make any additional payments as a result of such tolling.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in

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ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property or similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, but nothing shall relieve Flock of its obligations to pay all transactions and use taxes (“sales”) taxes applicable to the Hardware, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency shall not cause or allow the Hardware to become encumbered. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

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2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e., trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety’s products or services to its customers, (b) the competitive strength of, or market for, Flock Safety’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by California law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, and expenses, including without limitation costs and attorneys’ fees, to the extent caused by a violation of the foregoing. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and

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requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein or required by law) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, including the California Public Records Act, as it may be amended from time to time, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

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4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency shall endeavor to Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared. Inquiries should be directed to Flock’s customer support department.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock’s complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency shall pay reasonable invoices, provided that Flock had notified the Agency in writing at least 30 days prior to the implementation of such fees and their amounts, and Agency was informed that it has the option to opt out. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

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6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term, except that no 30 day prior notice is required from the City unless Flock had notified City at least 45 days prior to such term that the agreement may be renewed.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock’s own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will promptly collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Flock shall cause each camera and the surrounding areas, to be returned to a condition that is as good or better than the condition it began, normal wear and tear excepted. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no

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additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation, removal, or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY CALIFORNIA LAW.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL INCLUDING REPEAT

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CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR CRIME PREVENTION. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock to the extent caused by Agency's violation of this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency and Flock agree to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and

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state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

[END OF AGREEMENT. SIGNATURES ON ORDER FORM]

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a ”**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: City of Santa Fe Springs	Contact Name: Dino Torres
Address: 11710 Telegraph Road Santa Fe Springs, CA 90670	Phone: 562-409-1850 E-Mail: dinotorres@snatafesprings.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	20	\$50,000.00
Implementation Fee (Public)	\$250.00	20	\$5,000.00

Year 1 Total **\$55,000.00**

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Recurring Total: 50000

Special terms:

- NA

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title:_ Date:	By: Name: Title:_ Date:

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

December 7, 2021

PRESENTATION

Recognition of Mark Iezza for Eagle Scout Project for renovation of the Serenity Zen Garden at the Gus Velasco Neighborhood Center

RECOMMENDATION

- Recognize Mark Iezza from Boy Scout Troop 54 for the renovation of the Serenity Zen Garden at the Gus Velasco Neighborhood Center.

BACKGROUND

The Eagle Scout Service Project, or simply Eagle Project, is the opportunity for a Scout from the Boy Scouts of America (B.S.A.) to demonstrate leadership while performing a project for the benefit of his community. The process for completing the Eagle Scout Project is quite lengthy and involves a deep commitment from the Scout. After identifying a project, the Scout must develop a plan of implementation that includes: supplies, logistics, safety concerns, and fundraising. The project is the culmination of the Scout's leadership training and is a requirement for attainment of the Eagle Scout rank.

In December 2019, Mark Iezza, a local Eagle Scout candidate from Troop 54, reached out to the Family & Human Services Division in the Department of Community Services to see if there were any projects that he could complete to fulfill his requirement for Eagle Scout. Staff identified the Serenity Zen Garden, located at the Gus Velasco Neighborhood Center. Mr. Iezza was instrumental in transforming the garden to a place of beauty. He weeded and removed dead plants, raked all planter beds, planted approximately 35 new plants and replanted several existing plants. He also planted and labeled several new herbs in a planter. In addition to the transformation, he purchased and assembled a new tool shed which included shovels, brooms, hand tools, and other supplies. He purchased wood supplies and built a new potting table, added a new metal bench and improved aesthetics of the area with garden accessories. The entire project took Mr. Iezza a few weekends to complete.

Due to the Covid-19 pandemic and City facility closures, there was a delay in Mr. Iezza's Eagle Scout Ceremony and the City was unable to recognize him for his contribution to the community. With City Council presentations now being conducted, city staff would like to recognize Mark Iezza on his accomplishment of completing his Eagle Scout Project and highlight the immense support he provided to benefit the Santa Fe Springs community.

The Mayor may wish to call upon Family and Human Services Manager, Ed Ramirez to introduce Mark Iezza.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20

December 7, 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
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
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: None

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
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Mora	Martha Villanueva* Vacant Miriam Herrera	
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Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
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Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
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Rodriguez	Shamsher Bhandari Elena Lopez Hilda Zamora	
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Trujillo	Dolores Romero Laurie Rios* Bonnie Fox	
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**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	AJ Hayes	
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
Council Alternate
City Manager
Director of Community Services
Director of Planning

Annette Rodriguez
Vacant
Ray Cruz
Maricela Balderas
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 DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant 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 William K. Rounds	

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	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 DEC 31, 2022
Mora	Martha Villanueva*	
	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	