



AGENDA

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

August 16, 2022
6:00 P.M.

Juanita Martin, Councilmember
John M. Mora, Councilmember
Jay Sarno, Councilmember
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, 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 use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. 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

August 16, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENTS** *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three (3) minutes unless otherwise specified by the Mayor.*

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

- a. Minutes of the June 21, 2022 and July 19, 2022 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. **CONSENT AGENDA**

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

- a. Minutes of the June 21, 2022 and July 19, 2022 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 June 21, 2022 and July 19, 2022 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 June 21, 2022 and July 19, 2022 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 June 21, 2022 and July 19, 2022 Special and Regular 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. 9810:
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. 9814:
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. Request for Out-of-State Travel to Attend the 2022 NEOGOV Connect Conference (Finance)

Recommendation:

- Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2022 NEOGOV Connect Conference in Las Vegas, NV.

NEW BUSINESS

11. Authorize the Implementation of the Home Security Camera Rebate Program (Police Services)

Recommendation:

- Authorize the Implementation of the Home Security Camera Rebate Program; and
- Appropriate \$10,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

12. Purchase of One (1) 2022 New/Unused F-750 Mechanics Truck from Rush Truck Centers (Finance)

Recommendation:

- Accept the bid;
- Appropriate \$57,000 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$196,980.73 to Rush Truck Centers.

13. Purchase of Two (2) New/Unused 2023 Ford Explorer Police Service Officer Vehicles from Fairway Ford (Finance)

Recommendation:

- Authorize the purchase of two (2) Ford Explorer PSO vehicles from Fairway Ford; and
- Appropriate \$4,600.00 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$104,537.24.

14. Purchase of Rotary Four Post Surface Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05

(Finance)

Recommendation:

- Purchase of one four post surface lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,486.83 to Vehicle Services Group, LLC.

15. Purchase of Rotary Portable Six Column Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05

(Finance)

Recommendation:

- Purchase of portable six column lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$81,745.53 to Vehicle Services Group, LLC.

16. Residential Street Improvements Slurry Seal 2022 – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

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

17. Activity Center Haunted House Assembly of Temporary Walls and 2022 Haunted House Event (Community Services)

Recommendation:

- Appropriate an additional \$12,800 from the general fund to the Parks Contractual Services Account;
- Accept the bids;
- Award a contract to Calderon Built, Inc., in the amount of \$52,800.

18. **PRESENTATIONS**

- a. Proclamation declaring September 9, 2022 as the Fiestas Patrias Cultural Celebration in the City of Santa Fe Springs (Community Services)
- b. Proclamation declaring the Month of September as “National Senior Center Month” in the City of Santa Fe Springs (Community Services)

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

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

21. **COUNCIL COMMENTS**

22. **ADJOURNMENT**

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under

City of Santa Fe Springs

Regular Meetings

August 16, 2022

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

August 12, 2022

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 7/31/2022

None

Outstanding principal at 7/31/2022

\$39,761,479

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.



for

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 7/31/2022

None

Outstanding principal at 7/31/2022

\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 7/31/2022

None

Outstanding principal at 7/31/2022

\$820,000

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.



for

Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

August 16, 2022

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. On July 20, 2021, the City Council approved awarding the contract to General Pump Company Inc. to assess Water Well No. 2. The contractor completed the initial assessment and has confirmed only one contaminant, and provided two scenarios for treatment. Water Well No. 2 was found to be structurally and hydrologically sound and in good condition. Staff has begun preparing the well site so that a water treatment system can be installed. To prepare the site for a water treatment system, which consists of large vessels containing oxidizing media, the hydro-pneumatic surge tank was removed along with associated piping.

INFRASTRUCTURE IMPACT

A comprehensive assessment of Water Well No. 2 has provided City staff the information needed to determine that the water well can be rehabilitated and minimal treatment is necessary to meet all drinking water standards. This project has the very likely 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 be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
Executive Director

Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "NN", is written above the name Noe Negrete.

Date of Report: August 12, 2022

**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

August 16, 2022

CONSENT AGENDA

Minutes of the June 21, 2022 and July 19, 2022 Regular and Special City Council Meeting

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of June 21, 2022
- Special City Council Meeting of July 19, 2022
- Regular City Council Meeting of July 19, 2022

Staff hereby submits the minutes for Council's approval.

for

Raymond R. Cruz
City Manager

Attachment:

1. June 21, 2022 Regular Meeting Minutes
2. July 19, 2022 Special Meeting Minutes
3. July 19, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

June 21, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **INVOCATION**

Councilmember Mora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Members from the Youth Leadership Advisory Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

The following individuals spoke during public comment:
Jenny Cristales-Cevallos from LA Metro provided a brief presentation.

Mayor Rodriguez moved Item Nos. 17A and 17B towards the beginning of the agenda.

17. **PRESENTATIONS**

- a. Milestone Recognition (City Manager)
- b. Proclaiming July 2022 as "Park and Recreation Month" in the City of Santa Fe Springs (Community Services)

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

- a. Minutes of the May 17, 2022 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 Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve Item Nos. 7A and 7B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

WATER UTILITY AUTHORITY

7. CONSENT AGENDA

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

- a. Minutes of the May 17, 2022 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 Councilmember Mora, seconded by Councilmember Martin, to approve Item Nos. 7A through 7C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

HOUSING SUCCESSOR

8. CONSENT AGENDA

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

- Minutes of the May 17, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: 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 May 17, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: 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 May 17, 2022 Special and Regular 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. 9801:
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. 9802:
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. Resolution No. 9798 – Adopt Residential Streets Improvements South Florence Avenue Project for Road Repair and Accountability Act of 2017 Funds (Fiscal Year 2022/23) (Public Works)

Recommendation:

- Adopt Resolution No. 9798 approving the Residential Streets Improvements South Florence Avenue Project to be partially funded by the Road Repair and Accountability Act (RMRA); and
 - Authorize the Director of Public Works to submit an application to the California Transportation Commission for the allocation of RMRA funds to the Residential Streets Improvements South Florence Avenue Project.
- e. Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement & Interior Painting – Final Payment (Public Works)
Recommendation:
- Approve the Final Payment to GDL Best Contractors, Inc. of Whittier, California in the amount of \$8,014.04 (Less 5% Retention) for the subject project.
- f. Resolution No. 9794 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2022-23 (Finance)
Recommendation:
- Adopt Resolution No. 9794 setting the appropriation limit for Fiscal Year 2022-23.
- g. Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2022 (Finance)
Recommendation:
- Receive and file the report.
- h. Adoption of the City's Fiscal Year 2022-23 Investment Policy (Finance)
Recommendation:
- Adopt the Investment Policy for Fiscal Year 2022-23.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamorag, to approve Item Nos. 10A through 10H, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

PUBLIC HEARING

11. Resolution No. 9799 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2022/23 (Public Works)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9799 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2022/23.

Mayor Rodriguez opened the public hearing at 6:50 p.m.

There was no one wishing to speak on Item No. 11.

Mayor Rodriguez closed the public hearing at 6:50 p.m.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to adopt resolution No. 9799 confirming the diagram and assessment, and providing the annual assessment levy, and authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2022/23, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

PUBLIC HEARING

12. Resolution No. 9800 - Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2022/23) (Public Works)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9800 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2022/23.

Mayor Rodriguez opened the public hearing at 6:51 p.m.

There was no one wishing to speak on Item No. 12.

Mayor Rodriguez closed the public hearing at 6:51 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to adopt Resolution No. 9800 confirming the diagram and assessment, and providing for annual assessment levy, and authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2022/23, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

NEW BUSINESS

13. Adopt Resolution No. 9797 Approving the City's Fiscal Year 2022-23 Operating Budget (Finance)

Recommendation:

- Adopt Resolution No. 9797 approving and adopting the Fiscal Year 2022-23 Operating Budget, Fiscal Year 2022-23 Salary Schedule, and authorizing the carryover of certain unspent appropriations.

Senior Budget Analyst Alvaro Castellon provided a presentation for Item No. 13. He spoke about the Proposed Fiscal Year 2022-23 Budget.

Councilmember Martin asked if the surplus amount would be earmarked for any specific purpose, and inquired about allocating those funds towards Maidstone trees. City Attorney, Ivy M. Tsai stated there is a Maidstone tree item on an upcoming agenda, and recommended that Council approve the budget as is so that Council can appropriate funds in the future. City Manager, Raymond R. Cruz stated that additional money has been allocated to landscape maintenance and can reevaluate that amount after consideration of the Maidstone tree agenda item.

Mayor Rodriguez gave direction to staff to incorporate an amount dedicated to Ring doorbells for residents during future discussions.

It was moved by Council Member Martin, seconded by Council Member Sarno, to approve the plans and specifications; and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

14. Purchase of One (1) New Aerial Truck from M & M Lifts, Inc. (Finance)

Recommendation:

- Accept the bids;
- Appropriate \$69,700 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$189,617.85 to M & M Lifts, Inc.

Director of Purchasing Services, Paul Martinez provided a brief presentation on Item No. 14.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to accept the bids, appropriate \$69,700 from the general equipment replacement fund to fully fund this vehicle purchase, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$189,617.85 to M & M Lifts, Inc., by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

15. Approval of Labor Agreements for an Additional 1% COLA, Between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA),

The City of Santa Fe Springs Firemen's Association (SFSFA), and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA) (Finance)

Recommendation:

- Approve Labor Agreements with SFSCEA, SFSFA and SFSEMCA for an Additional 1% Cost of Living Adjustment (COLA).

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve Labor Agreements with SFSCEA, SFSFA and SFSEMCA for an Additional 1% Cost of Living Adjustment (COLA), by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

16. Approval of Compensation Levels for Hourly, Non-Represented, Non-Benefitted Employees (Finance)

Recommendation:

- Approve a 4% Cost of Living Adjustment (COLA) for Hourly, Non-Represented, Non-Benefitted Employees.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve a 4% Cost of Living Adjustment (COLA for Hourly, Non-Represented, Non-Benefitted Employees, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

17. PRESENTATIONS

Item No. 17 was considered at the beginning of the agenda.

18. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about having a future meeting to discuss the findings of the proposed business license tax measure and targeted the date of July 12, 2022 for a special meeting to discuss input from the business community and receive additional input from Council.
- Municipal Services Manager, Kevin Periman spoke about commencing safety training for Public Works staff regarding certain projects and equipment usage.
- Director of Planning, Wayne M. Morrell spoke about the City's newsletter and highlighted the "business spotlight" section, spotlighting "La Islitas" restaurant on Telegraph Rd. He also spoke about several workshops that will be held on accessory dwelling units for the public to be informed. There will be two separate workshops on June 23rd and July 6th at City Hall and Town Center Hall, respectively.
- Director of Police Services, Dino Torres spoke about the 1st Community Block Party, Saturday June 26th at Los Nietos Park to discuss safety concerns.
- Fire Chief, Brent Hayward spoke about the upcoming 4th of July holiday and noted that the Fire-Rescue Department receives an increase of calls over the holiday weekend. The department will also conduct a walkthrough after the fireworks event at Los Nietos

Park.

- Senior Budget Analyst, Alvaro Castellon spoke about residents being able to pay utility bills online starting later this week.
- Council requested for SFS app and QR code to be added to pay bill.
- Director of Community Services, Maricela Balderas spoke about the upcoming Independence Day event on Sunday, July 3, 2022 at Los Nietos Park. She also spoke of the upcoming summer events: 2022 Summer Series; Red, White & Blue Dance; and the Curbing Hunger Canned Food Drive.

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

20. COUNCIL COMMENTS

Councilmember Martin she spoke about recognizing the residents on their Milestone events. She also spoke about attending the services for Whittier Police Officer Whitfield that passed away. Lastly, she recognized the budget surplus and recognized staff for their efforts.

Councilmember Mora recognized Ms. Romero on her 94th birthday. He also spoke about the Miss Santa Fe Springs Pageant and expressed condolences to the Whitfield and Goins families. He thanked the Finance Department for their work on the budget and wished everyone a Happy 4th of July.

Councilmember Sarno thanked the Finance Department for their work on the budget and wished everyone in attendance a Happy 4th of July.

Mayor Pro Tem Zamora congratulated Ms. Romero on her birthday and also expressed condolences to the Whitfield and Goins families. He thanked police officers for their work and wished everyone a Happy 4th of July.

Mayor Rodriguez congratulated Ms. Romero and thanked Finance Department staff for constructing the budget. Condolences to the Whittier police officer's family. She also reported being the keynote speaker to the Soroptimist's "Live Your Dreams" Scholarship Program and also spoke about the Miss Santa Fe Springs Scholarship Program. Lastly, she spoke about looking forward for the Community Block Party and 4th of July event.

21. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:33 p.m. in memory of Patricia Ann Goins.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL AND PLANNING COMMISSION

July 19, 2022

1. **CALL TO ORDER**

Mayor Rodriguez and Chair Jimenez called the meeting to order at 5:02 p.m.

2. **ROLL CALL**

Members present: Councilmembers: Martin, Mora, Mayor Pro Tem Zamora and Mayor Rodriguez

Commissioners: Fresquez, Rounds, Vice Chair Carbajal, and Chair Jimenez.

Members absent: Councilmember Sarno and Commissioner Hernandez

3. **PUBLIC COMMENTS**

There were no speakers.

CITY COUNCIL/PLANNING COMMISSION

4. **STUDY SESSION**

Objective Development Standards (ODS) Project: A presentation by the consulting firm AECOM about creating multi-unit and mixed-use objective development standards and streamlined permitting processes to increase capacity potential and accelerate housing production within the City of Santa Fe Springs (Planning)

Recommendation:

- City Council and Planning Commission receive the presentation from AECOM, and provide feedback as desired.

Assistant Planning Director, Cuong Nguyen provided a introduced Item No. 4. He reminded Council that under the housing element the City is required to plan for 952 housing units. This requirement has resulted in the City reviewing residential development standards to make them more understandable and easier to implement. These changes would hopefully result in faster-permitting timelines and potentially accelerated housing production.

Planning Consultant from AECOM, Ashley Hoang provided a presentation. She spoke about the current legislative changes that have been proposed by the State legislature and how that is currently affecting the economy. She continued to discuss the challenges that are contributing to the lack of housing development in the state of California. Several causal factors are related to development standards and the permitting process. She provided an overview of two current projects that are pending review. These projects aim to accelerate the housing development in the City. The first project is the Housing Elements rezoning districts, which includes the establishment and adoption of new zoning districts and creates new standards for the districts. She reviewed the second project

which entails creating objective standards. Southern California Association of Governments (SCAG) will create a tool kit with the new standards, which will address forms, site planning, and the public realm, which will be brought to Council in the future for any amendments.

She reviewed recent California legislation that affects different planning policies and procedures and discussed their findings and AECOM's recommendation for the City. The recommendation included developing a new permit approval application. She noted that there was a workshop and discussed how to create a more accessible and easier-to-submit permit process.

AECOM's recommendation for standards included changing standards for lot area, width, and depth, revisiting minimum distant requirements between buildings, and building height requirements along with lot area, lot width, and depth. It also included changes to parking constraints. The project also entails developing multi-unit/ mixed-used zones. The overall goal of these projects will be to accelerate the housing development in the City.

Mayor Rodriguez asked if Council or Planning Commission had any comments. Councilmember Martin inquired whether the residents that have existing illegal garage conversions will have the opportunity to legalize them based on the new laws. Ms. Hoang stated that this project is not going to touch on single families; the project is more for multifamily projects. Mayor Pro Tem Zamora stated there were workshops that were scheduled for ADUs for residents to know how to convert those units. Assistant Planning Director Nguyen stated that the Planning Department is specifically looking at multi-unit residential in this session but the ADU project will be addressing Councilmember Martin's question.

Chair Jimenez inquired whether the City will have a larger setback when building larger projects. Assistant Director Nguyen noted that the City is currently working with MIG to develop the mix-used zones and have them lined up with the current standards. At this moment, there are no current standards for mixed-used but the city is looking at those standards.

Mayor Rodriguez inquired whether the purpose of the meeting was to provide feedback on facilitating the permit process. She expressed her support for having this process done online. Ms. Hoang provided a background of why they are updating the permit application process. Mayor Rodriguez stated that her idea is to have staff able to meet with the applicant to go through the process.

Mayor Pro Tem Zamora suggested a how-to video to have applicants know the steps needed. He also requested to have this information be in multiple languages.

Councilmember Martin requested to have this included with Chamber of Commerce meetings/conferences. Planning Director, Wayne Morrell noted that the majority of Planning's fillable forms are on the City's website. He added that at this moment the City does not have the ability to prepare a video, however, can find alternatives to assist applicants.

Commissioner Rounds spoke about the parking restrictions and noted that the City is already overcrowded with vehicles and businesses are currently coming to the City to place restrictions on parking locations. Commissioner Rounds asked if the project involved allowing for mixed-used industrial and living quarters.

Ms. Hoang noted that they are looking for standards, especially with industrials having parking. She also stated that these standards are sometimes difficult.

5. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 5:40 p.m.

Chair Jimenez adjourned the meeting at 5:40 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

July 19, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **INVOCATION**

Mayor Pro Tem Zamora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS**

The following individuals spoke during public comment:
Stephane Wandel from Golden Springs, Jeff Hamilton, Randall Courtney from DDWerks, Wendy Meador from Tangram Interiors, Isabel Cervantes, Bill Rounds, and Mike Foley

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.

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 Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to approve Item 6, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

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. 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.

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

Recommendation:

- Receive and file the report.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve Item Nos. 7A and 7B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

OLD BUSINESS

8. Water Shortage Contingency Plan – Stage 2 (Public Works)

Recommendation:

- Implement Stage 2 of the City's Water Shortage Contingency Plan in order to comply with the State of California's Drought State of Emergency Declaration.

Water Utility Services Manager, Jesse Sira provided a presentation on Item No. 8.

It was moved by Councilmember Sarno, seconded by Councilmember Mora, to implement Stage 2 of the City's Water Shortage Contingency Plan in order to comply with the State of California's Drought State of Emergency Declaration, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

HOUSING SUCCESSOR

No items to be considered under Housing Successor agency.

SUCCESSOR AGENCY

No items to be considered under Successor Agency.

CITY COUNCIL

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 City

Council.

- a. 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. 9806:
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.

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

Recommendation:

- Adopt Resolution No. 9807:
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.

- c. 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 Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve Item Nos. 9A through 9C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

PUBLIC HEARING

10. Confirmation of 2021/22 Weed Abatement Charges (City Clerk)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2021/22 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

Mayor Rodriguez opened the public hearing at 6:25 p.m.

There were no speakers.

Mayor Rodriguez closed the public hearing at 6:25 p.m.

It was moved by Councilmember Martin, seconded by Council Member Mora, to confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2021/22 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

OLD BUSINESS

11. Presentation of Potential Changes to the City's Business Operation Tax Ordinance

Recommendation:

- Provide direction regarding potential changes to the City's Business Operations Tax Ordinance.

City Manager, Raymond R. Cruz provided a brief introduction of the City's Business Operation Tax Ordinance that is currently being crafted by one of our consultants. He expressed the importance of the item to be approved by the meeting of August 2, 2022 in order for it to appear on the ballot in November.

HDL Consultant Eric Myers reviewed the phase-in options for Model 7 that Council could choose and also compared the City to neighboring municipalities.

Councilmember Sarno expressed to not move forward with this item unless 50% of Model 7 is carried over to the next years.

Mayor Pro Tem Zamora inquired how much the City receives from the business community. Director of Finance, Travis Hickey stated around 2 million. Mayor Pro Tem Zamora noted that the proposed tax increases are only for businesses in the City to pay their share for fixing the roads and provide additional public safety. He also spoke about other services that need to be completed that cannot be done due to budget constraints.

Councilmember Martin stated that the tax is needed and the voters have the right to vote. She expressed that the business community is willing to work with the City as long as the city works with them in placing tax increments. She suggested to have tax increments within a five year span, especially when the business community is willing to cooperate. She considered adopting the measure as a special tax and to have the taxes focused only on roads and have some accountability for the City. She also recommended the City provide a monthly report on the taxes and how much would potentially be attributed to roadwork.

Councilmember Mora expressed his support to have some type of tax implemented to fix the roads as it's needed along with additional public safety. He also expressed his understanding for businesses that have expressed their concerns for raising taxes as he is a business owner himself. He expressed his support to having additional studies done on this tax along with having a cap within a 3 to 5 year period. He also proposed implementation of a credit system with the ultimate goal being to retain the existing businesses.

Mayor Rodriguez spoke about Measure Y, she noted that the City had a deficit and the City is not in a deficit since the measure passed. She expressed there is a risk when approving tax increases but highlighted the need to address residents' concerns and the need for new revenue sources is long overdue. She expressed that the City requires the streets to be fixed and noted that there are large trucks that are deteriorating the quality of roads. She requested for the City Manager to explain the difference between a regular tax measure and a special tax.

City Manager Cruz noted that a general tax pays for general purposes and special tax goes to special projects. Mark Mandell, special counsel for the business license tax provided a brief definition for regular tax and special tax. Mayor Pro Tem Zamora requested for legal counsel's recommendation. Mr. Mandell stated that these type of taxes are typically done under general taxes.

Councilmember Sarno expressed support for a general tax and requested a CIP list of projects/streets with specific allocation amounts, with the remainder going towards the general fund. Mayor Pro Tem Zamora noted there are over a hundred million dollars of road repairs needed.

Joy Kummer, consultant from TBWBH noted that cities often use these taxes for general purposes. She confirmed that special tax require 2/3 vote and general taxes require 50% + 1 vote. She spoke about a comprehensive report in which the community has identified the need to repair roads as a top priority.

Councilmember Sarno noted that it is clear that the City requires the tax and suggested to have a 5-year increment with Model 7. Afterwards the City can identify how to allocate the money.

Mayor Pro Tem Zamora suggested a 25% increase over the next 4 years. Councilmember Sarno confirmed the 25% increase over next 4 years.

Councilmember Sarno moved to adopt Model 7, with a 25% increase over 4 years for all gross receipts and general businesses, seconded by Mayor Pro Tem Zamora.

City Manager Cruz requested a friendly amendment to provide direction to the election consultant to create an informational flyer for residents explaining the proposed measure. Councilmember Mora requested a CIP list to be created detailing the allocation of funds.

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez
Nays: None
Absent: None

NEW BUSINESS

- 12.** Introduction of Ordinance No. 1123 adding Chapter 137 to the Municipal Code pertaining to the unlawful possession of catalytic converters (Police Services)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1123:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADDING CHAPTER 137 TO TITLE XIII OF THE SANTA FE SPRINGS MUNICIPAL CODE PERTAINING TO THE UNLAWFUL

POSSESSION OF CATALYTIC CONVERTERS.

Director of Police Services, Dino Torres provided a brief presentation on Item No. 12. He clarified that the correct number of the ordinance is 1123 and not 1115.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to introduce by title only and waive further reading of Ordinance No. 1123, by the following vote:

Ayes: Mora, Zamora, Rodriguez

Nayes: None

Absent: Martin, Sarno

13. PRESENTATIONS

- a. Introduction of City Manager's Newly Hired Communications Specialist, Lorean Bautista (City Manager)
Item No. 13 was moved to the next Regular Meeting.
- b. Recognition of the 2022 Beautification Award Recipients (Community Services)

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the Ice Cream Social for City employees.
- Water Municipal Services Manager, Jesse Sira provided an update on Lake Center Athletic Park repairs and Smith Avenue road closures.
- Director of Planning, Wayne M. Morrell spoke about the Groundbreaking Ceremony that is scheduled for August 3, 2022 for the Interim Housing and Supportive Service Center project. He noted that this project will consist of 102 apartments and clubhouse, 19 transitional/supportive housing units, and 18 for sale units. He expressed that this is the only subhousing in the region as typically is the homeless housing for adults, however, this is for children's and families and is therefore, it is a unique project compared to other projects at other cities.
- Director of Police Services, Dino Torres announced that on August 5, 2022 there will be the last concert at Heritage Park.
- Captain Ruiz provided a brief update on License Plate Readers. He noted that they went live as of May 11, 2022. He stated he received some calls inquiring how the system works. He explained that an automated license reader is a camera around the City that reads license plates, looking for vehicles that are stolen. The camera can assist in looking for vehicles from individuals that are reported missing. Once these individuals are found, the field officers are alerted. Since May there has been 14 arrests; in these vehicles there have been guns and narcotics. In addition, a few of them were found for crimes that occurred at other cities such as shootings and kidnapping. He also noted that the information is live for 30 days, it is encrypted and after 30 days the information disappears, however these are not surveillance cameras. He expressed that this system has already been successful after a few weeks.
- Fire Chief, Brent Hayward spoke about an incident that occurred last week on Rosecrans with one of the City's fire vehicles. He also spoke about a County employee

that came in to present and certificate of appreciation to the Fire-Rescue Department for their assistance with public health.

- Director of Finance, Travis Hickey spoke about last week's luncheon for Finance Department staff and noted Michael Coleman was the spokesperson. He noted that Mr. Coleman talked about the current election and voter turnaround along with available rebates. He then introduced Alvaro Castellon, Budget Analyst to speak about Paymentus. He explained how Paymentus works online; he noted there has been a lot of activities on the portal. He noted that 5% were done via the phone but most of them were done via online portal or automated payments. He also demonstrated the online portal and how it works for the customers when paying their bills.
- Director of Community Services, Maricela Balderas spoke about Parks and Recreation Month. She invited the public to attend the events on July 21 at Los Nietos Park. She also spoke about the following events: Grandparent and Me Day.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSION

No appointments were made.

16. COUNCIL COMMENTS

Councilmember Mora expressed how the Council will continue to work hard to make the residents and business community happy. He noted that tomorrow he will be attending the JPIA Board of Directors meeting and will report out when he returns. He looks forward to Saturdays Community Block Party and spoke about the housing project and hopes other communities will create similar projects.

Mayor Pro Tem Zamora thanked staff for providing all necessary tools to get projects done. Lastly, he acknowledged residents and the businesses community.

Mayor Rodriguez spoke about the ice cream social, along with the rest of the staff. She thanked Alvaro Castellon for explaining how to use the online portal for paying the water bill. She thanked the Rotary and Women's Club for everything they do in the community. Lastly, she thanked the Fire Chief for explaining fire procedures and wished everyone a happy evening.

17. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 8:03 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

August 16, 2022

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. 9810:
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. The Los Angeles County Department of Public Health issued a revised health order on April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline. Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level. The health order also states that the highly transmissible Omicron BA.2 subvariant is currently the dominant variant in the County.

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).

A handwritten signature in blue ink, appearing to be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9810

RESOLUTION NO. 9810

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 April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline; and

WHEREAS, Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level; and

WHEREAS, the health order also states that the highly transmissible Omicron

BA.2 subvariant is currently the dominant variant in the County; 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 16th day of August 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

August 16, 2022

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9814:
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 December 7, 2021, the City Council adopted Resolution No. 9747 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

August 16, 2022

for

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9814

RESOLUTION NO. 9814

**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:
ITEM NO.:

APPROVED and ADOPTED this 2nd day of August 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10D

August 16, 2022

CONSENT AGENDA

Request for Out-of-State Travel to attend the 2022 NEOGOV Connect Conference (User Conference).

RECOMMENDATION

- Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2022 NEOGOV Connect Conference in Las Vegas, NV.

BACKGROUND

NEGOV is the leader in human resources software nationwide for public sector agencies and is the system the City utilizes for recruitment, testing and onboarding. NEOGOV is holding its annual conference October 5 – 7, 2022 in Las Vegas, NV. Because NEOGOV supports agencies nationwide, the conference is generally held in Las Vegas, Nevada, a central location.

The conference brings together the NEOGOV community and is designed for HR professionals to gain professional skills and knowledge. The conference offers industry educational sessions, NEOGOV product sessions, best practices sessions, one-on-one product support appointments, and networking opportunities. The conference will allow the City's Human Resources staff, to meet and discuss issues with like-minded organizations and professionals, and gain tools needed to more effectively and efficiently use the City's NEOGOV products. By attending this conference our goal is to maximize our use of the NEOGOV products, which will add value to the City.

FISCAL IMPACT

The estimated cost to attend the NEOGOV Connect Conference is \$3,300 and is included in the fiscal year 2022-23 Human Resources training budget.

A handwritten signature in blue ink, appearing to be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

August 16, 2022

NEW BUSINESS

Authorize the Implementation of the Home Security Camera Rebate Program

RECOMMENDATION

- Authorize the Implementation of the Home Security Camera Rebate Program; and
- Appropriate \$10,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

BACKGROUND

The Department of Police Services has strived to enhance community public safety since its inception, and along with the Whittier Police Department has had one goal in mind; to maintain a safe community for the citizens of Santa Fe Springs and build long-lasting relationships with its residents. With a diverse set of programs that are aimed at crime awareness and prevention, both Departments recognizes that collaboration between local stakeholders is critical in order to achieve successful outcomes. Recent highlights of the City's commitment to public safety include investing in Automatic License Plate Reader (ALPR) cameras and passing an ordinance pertaining to the unlawful possession of catalytic converters. These safety measures bolster law enforcements ability to apprehend suspects before they can commit crimes in Santa Fe Springs and track down those that have. In keeping with the City's objective of improving the quality of life for Santa Fe Springs' residents, staff is proposing a Home Security Camera Rebate Program to assist residents in deterring crime in their neighborhoods.

The proposed program will provide Santa Fe Springs residents a rebate of \$100 per household for the purchase and installation of a home security camera device. Rebates will be issued on a first-come, first-served basis determined by the submission date and time of completed application. Applications for rebates will be processed until available funding is exhausted. Applications will be available in hard copy at the Police Services Center and online. Once received, applications will be reviewed for program consistency to determine eligibility. If the program is approved, it will be advertised through the City website, social media outlets, and the City newsletter. Applications will be made available and accepted following City Council's approval of the program.

FISCAL IMPACT

In order to implement the Home Security Camera Rebate Program \$10,000 from the City's General Fund Reserve needs to be transferred to Activity 10102229 within the Police Services budget. Rebates will be processed until funding is exhausted.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.



for

Raymond R. Cruz
City Manager

Attachments:

1. Home Security Camera Rebate Program Application



Santa Fe Springs Home Security Camera Rebate Program

The City of Santa Fe Springs is offering residents a \$100 rebate for a security camera device purchased for a residence in Santa Fe Springs. The rebate program is offered on a first come, first served basis, to Santa Fe Springs residents who purchase and install a security camera device on or after _____. Rebates are available until program funding is expended – apply early for best opportunity at receiving a rebate.

Eligibility:

Each applicant must meet the following requirements:

1. Reside in the City of Santa Fe Springs and have a valid government issued ID displaying your City of Santa Fe Springs residential address.
2. Have a current utility bill (water, electricity, gas, phone) registered in your name to your City of Santa Fe Springs residential address, matching the Santa Fe Springs address on your valid government issued ID. Your utility bill must be dated within 60 days of when you submit your application.
3. Own or rent the City of Santa Fe Springs residence where the security camera device will be installed.
 - a. If currently renting, a signed letter from the owner of the Santa Fe Springs residential property is required expressly giving written consent to you to install the security camera device on the exterior of the residential property.

To be eligible for the \$100 rebate, each security camera device must meet the following requirements:

- Security camera device must be equipped with a camera
- Be a brand-new, in original packaging, non-refurbished, security camera device
- Security camera device must have a total sale price, before taxes and installation, of \$200 or greater.
- Be installed on the front facing exterior of the home prior to rebate application submission.

Camera angle(s) must capture any of the following location(s):

- Residential front door
- Residential front driveway
- Residential front facing street or Residential front facing yard

The maximum allowable rebate is \$100 per Santa Fe Springs residential address.

The rebate is exclusively for the cost of the security camera device not including any applicable tax. The rebate does not include the cost for security camera device installation, additional storage space, accessories, or any cameras that are purchased, but not installed on the exterior of the property, capturing any of the four eligible camera angles listed above.



Santa Fe Springs Home Security Camera Rebate Program

**Please review the following information carefully.
Incomplete applications will not be considered.**

Application:

To apply for a rebate, complete the following steps:

1. Purchase a security camera device that meets the above listed eligibility requirements.
2. Install the security camera device to the front facing exterior of your home in a location that meets the above listed camera angle capture requirements.
3. Complete the Santa Fe Springs Home Security Camera Rebate Application. Include the following required documents as attachments:
 - a. Completed rebate application
 - b. Copy of sales receipt dated _____ or later
 - c. Copy of valid government issued ID with City of Santa Fe Springs residential address
 - d. Copy of current utility bill (water, electricity, gas, phone) registered in your name to your City of Santa Fe Springs residential address, matching the Santa Fe Springs address on your valid government issued ID. Your utility bill must be dated within 60 days of when you submit your application.
 - e. If renting – copy of letter from property owner allowing device installation
 - f. Photo of the security camera device installed to exterior of your home
 - g. Image from the security camera device feed displaying camera angle

***Note, image must originate from the security camera device internal software**

Applications may be submitted during normal business operating hours Monday to Friday from 7:30 a.m.– 5:30 p.m. (closed alternate Fridays). Applications are also accepted by mail. Please mail applications to:

Santa Fe Springs Police Services Center

Attn: Home Security Camera Rebate Program

11576 Telegraph Rd.

Santa Fe Springs, CA 90670

Please return completed applications by mail or in person. Thank you!

Questions? Contact us!

Phone: (562)409-185 Email: police_services@santafesprings.org



City of Santa Fe Springs Home Security Camera Rebate Application

The City of Santa Fe Springs is offering residents a \$100 rebate for a security camera device purchased for a residence in Santa Fe Springs. The rebate program is offered on a first come, first served basis, to Santa Fe Springs residents who purchase and install a security camera device on _____ or after. Rebates are available until program funding is expended – apply early for best opportunity at receiving a rebate.

First Name: _____ Last Name: _____

Home Address: _____

City: _____ Zip Code: _____ State: _____

Phone Number: _____

Email: _____

Applications may be submitted during normal operating business hours Monday to Friday from 7:30 a.m. – 5:30 p.m. (closed alternate Fridays). Applications are also accepted by mail. Please mail applications to:

**Santa Fe Springs Police Services Center
Attn: Home Security Rebate Program
11576 Telegraph Rd.
Santa Fe Springs, CA 90670**

Please provide physical copies of each of the following documents for your application. Incomplete applications, and applications missing one or more of the required documents will not be considered.

1. Completed Santa Fe Springs Home Security Camera Rebate Application
2. Copy of sales receipt for the home security camera device dated on or after _____

3. Copy of valid government issued ID with City of Santa Fe Springs residential address
4. Copy of current utility bill (water, electricity, gas, phone) registered in your name to your City of Santa Fe Springs residential address, matching the Santa Fe Springs address on your valid government issued ID
Your utility bill must be dated within 60 days of when you submit your application
5. If renting – copy of letter from property owner allowing device installation
6. Photo of the security camera device installed to exterior of your home
7. Image from the security camera device feed displaying camera angle *Note, image must originate from the security camera device internal software

Signature: By signing below, I certify under penalty of perjury that the above and attached information is true and correct to the best of my knowledge. I further acknowledge that some information contained in this application is a public record and may be subject to disclosure.

Signature: _____

Date: _____



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

August 16, 2022

NEW BUSINESS

Purchase of One (1) 2022 New/Unused F-750 Mechanics Truck from Rush Truck Centers

RECOMMENDATION(S)

- Accept the bid;
- Appropriate \$57,000 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$196,980.73 to Rush Truck Centers

BACKGROUND

As part of the Fiscal Year 2021-2022 budget, the City Council approved the replacement of unit 687, a 2009 Ford F-550 with approximately 82,000 miles. This vehicle will be assigned to Public Works, Water Section.

The Fleet Supervisor working in association with the water section incorporated specific upgrades to increase the safety and improve efficiencies. Specifically the proposed design includes the following upgrades:

- Larger compartment to carry essential tools for an install or emergency repair.
- Upgraded crane with updated safety interlocks and remote capability for single operator use.
- On board compressor for air tools i.e.; jackhammers. The current vehicle tows a trailer for this purpose
- Mounted oxygen acetylene torch bottles with hose reel.
- Larger rear working tailboard
- Onboard mounted inverter for 110/120v.
- Mounted scene lights for night operations.

The vendors below were solicited with the opportunity to bid. Mutual responses from the non-bidding vendors identified that they didn't have an F-750 in stock and the Manufacturer will not release pricing for the 2024 model year until October. This was the only vendor found to have current inventory of an F-750. Delay in this purchase would push out this procurement and receipt of the vehicle for about two years. The Director of Purchasing recommends awarding a purchase order to Rush Truck Centers as the only responding bidder.



City of Santa Fe Springs

City Council Meeting

August 16, 2022

Vendor	Quoted Price
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Rush Truck Centers	\$196,980.73
Tom's Truck Center	No Bid
National Auto Fleet	No Bid

Fairway Ford	No Bid
Wondries Ford	No Response
Central Sales & Leasing	No Response
Gilmar Automotive Group	No Response
Villa Ford	No Response
Kearny Mesa Ford	No Response
Ken Grody Ford	No Response
Norm Reeves Ford	No Response
Raceway Ford	No Response
Worthington Truck Center	No Response

FISCAL IMPACT

An appropriation of \$57,000 from the general equipment replacement fund to fully fund this vehicle purchase. The original budget was \$140,000; therefore the appropriation is necessary to cover the shortfall in vehicle price. The bid amount includes all taxes, fees, and delivery.

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

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Sales order



www.rushtruckcenters.com

Rush Truck Center, Whittier
2450 Kella Avenue
Whittier, CA 90601

Retail Sales Order

SALES ORDER		Date 08/10/2022	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		City of Santa Fe Springs	
Make Ford		Customer's Name	
Year 2022		12636 Emmens Way	
Color OXFORD WHITE		Santa Fe Springs CA 90670	
Series F-750		Street	
Body Type REG CAB		City State Zip	
Trim XL DIESEL		(562) 409-7535	
Serial # 1FDWF7DE6NDF08430		Federal Tax ID # Business Phone Fax	
Stock # 1430266		Purchaser's Name	
To be delivered on or about		Street City State Zip	
KNAPHEIDE KMT2 MECHANICS BODY		Federal Tax ID # Business Phone Fax	
BOSS AIR COMPRESSOR NOT INCLUDED		Sang Kim	
AT THIS PRICE.		By Salesman	
		Truck Will be Titled in Los Angeles County.	
		LIENHOLDER INFORMATION	
Sales Price 177,894.64		Date of Lien	
Factory Paid F.E.T. 0.00		Lien Holder	
F.E.T. Tire Credit 0.00			
Total Factory Paid F.E.T. 0.00			
Optional Extended Warranties 0.00			
Sub-Total 177,894.64			
Dealer Paid F.E.T. * 0.00		Draft Through	
Local Taxes 10.5% 18,713.59			
Vehicle License, Transfer, Title, Registration Fee 0.00			
Electronic Vehicle Registration or 32.00			
Transfer Charge (not a governmental fee)			
(paid to Motor Vehicle Software Corp.)			
Tire Recycling Fee 10.50		Total Used Vehicle Allowance * 0.00	
Document Processing Charge 80.00		Less Total Balance Owed 0.00	
** Administrative Fee ** 250.00		Total Net Allowance on Used Vehicle(s) 0.00	
Total Cash Delivered Price 196,980.73		Deposit or Credit Balance 0.00	
Total Down Payment 0.00		Cash with Order 0.00	
Unpaid Cash Balance Due on Delivery 196,980.73		← - - - - - 0.00	
A DOCUMENT PROCESSING CHARGE IS NOT A GOVERNMENTAL FEE. A DOCUMENT PROCESSING CHARGE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENT PROCESSING CHARGE MAY NOT EXCEED \$80.00. THIS NOTICE IS REQUIRED BY LAW.		*See Trade-in details on page 4	
** THE ADMINISTRATIVE FEE IS NOT A GOVERNMENTAL FEE **		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		INSURANCE UNLESS A CHARGE IS INCLUDED IN THIS ORDER FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS ORDER.	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		NOTICE. No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		Customer's Signature Date	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.		OFFER RECEIVED BY: SALES REPRESENTATIVE Date	
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE Date	

CHASSIS SPEC.

DEALER 71V 902

	Suggested Retail Price	
F75E REGULAR CAB DOCK HGT	71345	00
158" WHEELBASE	NC	
2022 MODEL YEAR		
YZ OXFORD WHITE		
YE STEEL GRAY VINYL 40/20/40		
PREFERRED EQUIPMENT PKG.600A		
.FRONT AXLE - 10K CAPACITY		
.FRONT SUSPENSION - 10K CAP		
.FUEL TANK - 50 GALS ALUMINUM		
.REAR SEAT DELETE		
.AM/FM RADIO W/CLOCK		
.AUXILIARY SWITCH (4)		
99E 6.7L POWER STROKE DSL 300 HP	1995	00
.6 SPEED AUTO TRANS DSL		
T2B GDYR 11R22.5G FUEL MAX RSA	NC	
X6A 6.14 AXLE RATIO	NC	
16V VOLTMETER	100	00
164 RF MARKER/CLRNCE LIGHTS CLEAR	30	00
17A EXTRA H/DUTY ALTERNATOR	410	00
18D DE-RATE GVWR TO 25,999	120	00
21A PRE DELIVERY INSPECTION	NC	
214 4 RADIO SPEAKERS	30	00
31F SHIP-THRU NATIONAL FLEET SERV	NC	
41A TRANS POWER TAKE OFF DIESEL	895	00
41H ENGINE BLOCK HEATER	60	00
425 50 STATE EMISSIONS	NC	
479 SINGLE, 23K CAP OPEN	2320	00
54R XL2020 PWR/HTD BLACK 102"	275	00
55M JUMP START STUD	90	00
55P 110V AC OUTLET	100	00
59A AIR HORN	90	00
59C BODY BUILDER WIRING	135	00
60A SYNTEHTIC FRT WHL BEARING LUBE	50	00
607 SYN LUBE, REAR AXLE	100	00
62D AIR DRYER	NC	
63B BATTERY - 2 - 12V 1800 CCA	60	00
649 FRT WHL 22.5X8.25 BLACK WHEEL	60	00
669 RR WHL 22.5X8.25 BLACK WHEEL	120	00
67A AIR BRAKES W/TRACTION CONTROL	2180	00
68R REAR SPRING SUSPENSION-23K	230	00
85A ANTI THEFT SYSTEM	120	00
85K REMOTE KEYLESS ENTRY	195	00
Y 40/20/40 FIXED DR/PASS VINYL	420	00
90A INTERIOR APPEARANCE GROUP	735	00
90E EXTERIOR APPEARANCE GROUP	730	00
.CHROME FRONT BUMPER		
.CHROME GRILLE		
90P POWER EQUIPMENT GROUP	NC	
91D VERTICAL EXH-RT SIDE-FRAME MTD	715	00
962 DAYTIME RUNNING LIGHTS	25	00
DISCOUNTED EQUIPMENT		
GDYR 11R22.5G FUEL MAX RSA	NC	
TOTAL OPTIONS/OTHER	12390	00
TOTAL VEHICLE & OPTIONS/OTHER	83735	00
DESTINATION & DELIVERY	2095	00
TOTAL FOR VEHICLE	85830	00

BODY SPEC.

CRANE BODY, L4778021

Quoted Price Includes:

Knapheide 6132DLHH-66K: 11 ft crane body with torq-isolator crane support system. A-40 galvanneal compartments and doors, 3/16" treadplate floor and 1/8" tops and backs, full-seam continuously welded. 12 gauge bottom and end panels of compartments and double panel 14 gauge outside panels. Exclusive 12 stage K-coat protection includes 12 stages of cleaning, pre-treat, electrodeposition prime coat, rinse, and curing. (6) recessed cargo tie-downs in floor - 6,000# capacity, (2) heavy duty aluminum grab handles, and LED stop/tail/turn lights, clearance lights, & backup lights. 24" work surface bumper with thru compartment, vise plate, pintle mount plate (pintle not included). (2) Grip-Strut flex steps, (1) each side of rear tailshelf. 16" high double panel slam tailgate with center latch and flat space for tailgate graphics.

KnapLiner: Commercial grade spray-on bed liner applied to floor, sides, tailgate, compartment tops, bulkhead, rear bumper, and front end panels

Stellar 12621 Crane: 66,000 ft-lbs, has 12,000lbs capacity, 21' hydraulic reach, planetary winch 60'/min speed, and double-acting cylinders w/integral holding valves. Filters, crane hook, snatch block, anti-two block device & hydraulic shutdown, 7/16" cable, boom support, wireless remote control (RF) with backup pendant control, PTO, hydraulic pump for crane, hydraulic reservoir with guard, and remote docking / charge station for crane remote

Control Panel: Power Cell, controller and (8) button switch panel in the rear crane compartment. CAN-bus system with continuous working load of 115 amps, features built in overload current protection for the system and operator safety. 4-button control panel installed in cab.

Welder Bracket: Welder mounting plate installed on the street side compartment top at rear

Hydraulic Air Compressor: 35 CFM rotary screw hydraulic air compressor with Reelcraft 50'x?" hose reel and roller fairlead through the right rear compartment. FLR system included with air compressor

Side Compartments: 60" high side packs with automotive quality 3-pt T-handles

1st Vertical Side Compartment: 7 drawer unit with 3-3" high drawers, 3-5" high drawers, and 1-7" high drawer (street side) / Gas bottle retainer (2 bottles), vented top & bottom; vertical partition with 3 adjustable dividers shelves (curbside)

2nd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street & curbside)

1st Horizontal Side Compartment: Bolt bin storage unit (street side) / bolt-in divider shelf with 8 dividers (curbside)

3rd Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street side) / Fixed shelf (curb side)

Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent.

Cab Protector: with punched window

Auxiliary Lighting: (4) LED work lights installed

Strobe System: S/T/T backup lights with integrated strobes & (2) LED strobe lights installed on front grill

Outriggers: Hydraulic out / hydraulic down at curbside and hydraulic down at street side

Backup Alarm: 97 db audible alarm

Finish Paint: Body interior / exterior to be painted single stage to match chassis

WEIGHT CERTIFICATION

STOCKING DEALER DELIVERY



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

August 16, 2022

NEW BUSINESS

Purchase of Two (2) New/Unused 2023 Ford Explorer Police Service Officer Vehicles from Fairway Ford

RECOMMENDATION

- Authorize the purchase of two (2) Ford Explorer PSO vehicles from Fairway Ford; and
- Appropriate \$4,600.00 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$104,537.24

BACKGROUND

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2022-23 Budget the City Council approved the replacement of two (2) Ford Explorer Police Service Officer vehicles. Below is a list of those vehicles that will be replaced by this purchase.

<u>Unit</u>	<u>Year</u>	<u>Use</u>	<u>Make/Model</u>	<u>Mileage</u>
528	2015	PSO	Ford Explorer	89,100
565	2015	PSO	Ford Explorer	106,600

The vendors below were solicited with the opportunity to bid. We only had one response, The Director of Purchasing Services recommends awarding this order to Fairway Ford as the only responding bidder.

<u>Vendor</u>	<u>Bid Total</u>
Fairway Ford	\$104,537.24
Gilmar Automotive Group	No Bid
National Auto Fleet Group	No Bid
Central Sales & Leasing	No Response
Kearny Mesa Ford	No Response
Ken Grody Ford	No Response
Tom's Truck Center	No Response
Downtown Ford Sales	No Response
Villa Ford	No Response
Norm Reeves Ford	No Response
Raceway Ford	No Response
Wondries Fleet	No Response



City of Santa Fe Springs

City Council Meeting

August 16, 2022

FISCAL IMPACT

An appropriation of \$4,600 from the general equipment replacement fund to fully fund this vehicle purchase. The original budget was \$100,000; therefore the appropriation is necessary to cover the shortfall in vehicle price. The bid amount includes all taxes, fees, and delivery.

A handwritten signature in blue ink, appearing to be "RC", written over a horizontal line.

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Fairway Ford Bid

FAIRWAY

1350 Yorba Linda Boulevard • Placentia • California • 92870
Tel: 714/ 579-3800 • Fax: 714/ 996-5610

VEHICLE ORDER CONFIRMATION

==>

08/08/22 16:30:3

Dealer: F7115

Page: 1 of

Order No: 0000 Priority: L2 Ord FIN: QA524 Order Type: 5B Price Level: 31
Ord Code: 500A Cust/Flt Name: SANTA FE PO Number:

RETAIL

K8A 4DR AWD POLICE \$47165
.119" WHEELBASE
YZ OXFORD WHITE
9 CLTH BKTS/VNL R
6 EBONY
500A EQUIP GRP
.AM/FM STEREO
99B 3.3L V6 TI-VCT (2830)
44U 10SPD AUTO TRAN NC
CA BOARD FEES NC
FLEET SPCL ADJ NC
16D BADGE DELETE NC
17A AUX CLIMATE CTL 610
19K H8 AGM BATTERY 110
425 50 STATE EMISS NC

RETAIL

43D COURTESY DISABL \$25
51S DUAL LED LAMPS 620
59B KEY CODE 1284X 50
60R NOISE SUPPRESS 100
66A FRONT HDLMP PKG 895
.GRILL WIRING
68G RR DR/LK INOP 75

TOTAL BASE AND OPTIONS 51820
TOTAL 51820

VEHICLE ORDER CONFIRMATION

==>

08/08/22 16:30:4

Dealer: F7115

Page: 2 of

Order No: 0000 Priority: L2 Ord FIN: QA524 Order Type: 5B Price Level: 31
Ord Code: 500A Cust/Flt Name: SANTA FE PO Number:

RETAIL

76R REVERSE SENSING \$275
794 PRICE CONCESSN
REMARKS TRAILER
86T RR TAILLAMP HSG 60
87R RR VIEW MIR/CAM NC
90E LH/RH PNLS III 3170
FLEX-FUEL
153 FRT LICENSE BKT NC
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
PRICED DORA NC
DEST AND DELIV 1495

RETAIL

TOTAL BASE AND OPTIONS \$51820
TOTAL 51820

SALES PRICE 8# 47,294⁰⁰
10.5% SALES TAX 8# 4965⁸⁷
CAL. TIRE FEE 8# 8⁷⁵

DMV 8 EXEMPT

TOTAL 8# 52,268⁶²
EACH.

X2 = 104,537.24



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

August 16, 2022

NEW BUSINESS

Purchase of Rotary Four Post Surface Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05

RECOMMENDATION(S)

- Purchase of one four post surface lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,486.83 to Vehicle Services Group, LLC

BACKGROUND

The City Council approved the purchase of a model number SM18 four post surface lift with an 18,000 lb. capacity and a 194" wheelbase in the Fiscal Year 2022/23 budget. This lift will be used by Public Works Maintenance Fleet Division in the repair and maintenance of city vehicles replacing the current obsolete unit.

FISCAL IMPACT

The City Council approved \$30,000 for the purchase of this surface lift. The City will realize a \$1,513.17 savings in the Non-Recurring Activity from the approved budgeted amount.

A handwritten signature in blue ink, appearing to be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Lift Cut Sheet
2. Quote
3. Cooperative Contract Documents



18,000 to 30,000 LBS. CAPACITY RUNWAY LIFTS



SHOWN:
SM18N000BL

SM18

HEAVY DUTY FOUR POST 18,000 lbs. Four Post Lift

FEATURES:

- Two Runway Lengths
- Single Point Air Lock Release
- Dual Function Sentinel Lock™ System
- 3-Phase Power Available
- Folding Ramps With Rear Chocks
- Air / Filter / Lubricator
- Optional Internal Airline Kit
- Alignment Conversion Kits Available
- Converts to a Drive-Thru Lift

MODEL
Lift Colors are Blue and Red

SM18
4 POST LIFT

STANDARD EXTENDED	SM18N000 SM18N001
Lift Capacity	18,000 lbs.
Rise*	68"
Width Overall	11' 5 3/4"
Length Overall	22' 11 2/16" 25' 11 2/16"
Max. Wheelbase	194" / 230"
Drive Thru Width	10' 1/8"
Runway Width	22"
Min Bay Size	16' x 27' or 30'
Motor / Voltage	2 HP / 208 - 230V
Time of Full Rise	65 seconds

*Rise measures floor to top of runway at full stroke.

RFL25

HEAVY DUTY FOUR POST Drive-On Forklift Service Lift 25,000 lbs.

FEATURES:

- Single Point Air Lock Release
- Dual Locking System
- 3-Phase Power Available
- Folding Ramps With Rear Chocks
- Air / Filter / Lubricator
- Optional Internal Airline Kit

MODEL
Lift Colors are Blue and Red

RFL25
4 POST LIFT

STANDARD	RFL2500
Lift Capacity	25,000 lbs.
Rise*	68 3/4"
Width Overall	12' 4 13/16"
Length Overall	22' 5"
Max. Wheelbase	163"
Drive Thru Width	11'
Runway Width	24"
Min Bay Size	16' x 26'
Motor / Voltage	4 HP / 208 - 230V
Time of Full Rise	95 seconds

*Rise measures floor to top of runway at full stroke.

SM30

HEAVY DUTY FOUR POST 30,000 lbs. Four Post Lift

FEATURES:

- Three Runway Lengths
- Single Point Air Lock Release
- Dual Locking System
- 3-Phase Power Available
- Folding Ramps With Rear Chocks
- Air / Filter / Lubricator
- Internal Airline Kit
- Alignment Conversion Kits Available
- Converts to a Drive-Thru Lift

MODEL
Lift Colors are Blue and Red

SM30
4 POST LIFT

STANDARD LONG EXTENDED	SM30N010 SM30N011 SM30N012
Lift Capacity	30,000 lbs.
Rise*	68 3/4"
Width Overall	12' 4 13/16"
Length Overall	25' 9 1/2" 28' 9 1/2" 31' 9 1/2"
Max. Wheelbase	235" / 271" / 307"
Drive Thru Width	11'
Runway Width	24"
Min Bay Size	16' x 27' or 30'
Motor / Voltage	4 HP / 208 - 230V
Time of Full Rise	95 seconds

*Rise measures floor to top of runway at full stroke.



SHOWN:
SM30N010BL

OPTIONAL LIFT ACCESSORIES / Contact the manufacturer for proper lift application

Air / Utility Box includes two 110v electric outlets, air connection with filter/regulator/lubricator

Ramp Kits for drive-thru capability / SM18 and SM30 lifts

Air Operated Tire and Wheel Lifts with air hose and air tool connection

TECH LIGHT™ LED Runway Lighting Kit / Four light wands for effective runway lighting

Oil Drain Pans include splash guard, drain valve and dust cap

Removable Work Steps for lifts with slots on sides of runways

Alignment Conversion Kits transform your existing flat top runway lift into a fully functioning alignment lift

Rotary Lift

NASPO Contract Quotation

Contract Number: 7-19-99-37-05



Quote # : 2022247A

Date: 8/9/2022

Requested By: Ed Andrade

Quote Expires: 9/9/2022

Payment Terms: 1/2%-15th, NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Christine Bilz

***If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

Note: Quote for equipment and installation.

Project Name: City of Santa Fe Springs

Model No.	Description	Unit Price Ea.	Qty.	Extended Price
SM18	4 Post Surface Lift 18,000lb Capacity With 194"	\$ 11,748.35	1	\$ 11,748.35
	Maximum Wheelbase			
RJ9100YM	9,000lb Capacity Rolling Jack	\$ 3,970.12	2	\$ 7,940.24
FC5760-14	Internal Airline Kit	\$ 434.90	1	\$ 434.90
XXX39	Freight	\$ 2,012.35	1	\$ 2,012.35
XXX86	Commodity Surcharge	\$ 1,790.99	1	\$ 1,790.99
XXX01CTT	Installation includes mechanical install for labor	\$ 4,560.00	1	\$ 4,560.00
	and travel with existing lift removal			
	*does not include electrical/concrete/air			
	*does not include any additional shimming if			
	needed or epoxy anchors			
	*does not include equipment rental			
	*does not include any unforeseen obstacles such			
	as in-floor heat or utilities			
	*does not include any applicable sales tax			
Total Price:				\$ 28,486.83

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or

different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

NASPO #:	7-19-99-37-05	Rotary Lift
CAGE #:	7K311	2700 Lanier Dr.
Tax ID #:	90-0501347	Madison, IN 47250
DUNS #:	00-638-2634	Christine Bilz, Government Sales Leader

MASTER CONTRACT

No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**



and

VEHICLE SERVICE GROUP, LLC

Dated February 10, 2017

MASTER CONTRACT

No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), NASPO ValuePoint and Vehicle Service Group, LLC, a Limited Liability Company, and is dated as of February 10, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05316 dated November 18, 2016 regarding Vehicle Lifts and Garage Associated Equipment.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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

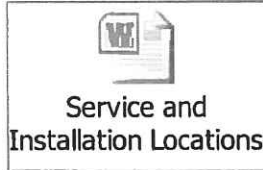
- 1. **TERM.** The term of this Master Contract is 2 Years (24 months), commencing February 10, 2017 and ending February 10, 2019 with the option to extend the contracts for an additional 36 months. The Master Contract is subject to earlier termination.
- 2. **NASPO VALUEPOINT PARTICIPATING ENTITIES.** States, should they so choose, may award Participating Addendums in order to access contract pricing under this Master Contract. Each state would be responsible for completing and signing a separate Participating Addendum with any of the Contractors awarded under this Master Contract.
- 3. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 3.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and

- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 3.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
4. **SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**
- 4.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 4.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 4.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 4.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 5.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 5.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 5.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 5.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 5.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 5.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 5.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

6. USING THE MASTER CONTRACT – PURCHASES.

- 6.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 6.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, F.O.B. destination, freight pre-paid Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.



- 6.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

7. INVOICING & PAYMENT.

- 7.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 05316 or other state's PA reference number
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 7.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 7.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Christine Bilz
Vehicle Service Group, LLC.
2700 Lanier Dr.
Madison, IN 47250
Tel: (800) 445-5438 x5655
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 8.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411

Contractor

Attn: Christine Bilz
Vehicle Service Group, LLC.
2700 Lanier Dr.

Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Madison, IN 47250
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

9.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

9.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 9.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 9.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

10. RECORDS RETENTION & AUDITS.

- 10.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall

permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 10.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

11. INSURANCE.

- 11.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 11.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

- 12.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 12.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise

Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

13. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION & TERMINATION; REMEDIES.

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- 14.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
- 14.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
 - (b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 14.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. GENERAL PROVISIONS.

- 15.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 15.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 15.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 15.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

- 15.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 15.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 15.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 15.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 15.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 15.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 15.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 15.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms

hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 15.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 15.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 15.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 15.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 15.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 15.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 15.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 15.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 15.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall

be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

- 15.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Philip Saunders

Its: Contract Specialist

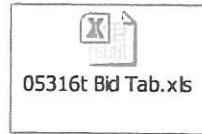
*Procurement
Supervisor
2/10/17*

VEHICLE SERVICE GROUP, LLC.,
a Limited Liability Company

By: 
Christine Bilz

Its: Government Sales Leader

INCLUDED GOODS/SERVICES



PRICES FOR GOODS/SERVICES

<http://www.rotarylift.com/Government-Purchasing-Assistance/NASPO/>

1. **CATALOG PRICING AVAILABILITY.** Contractor shall provide Catalog/price lists in both hard copy list and electronic (web-based).
2. **NEW TECHNOLOGY AND NEW PRODUCTS.** Should Contractors want to offer new technology lifts that are not specifically called for on a Vehicle Lift or Garage Associated Equipment category, contractors must submit to the Contract Administrator for review. All additional items must meet contract specifications, terms and conditions. For each additional item, fully identify power, modifications, payload, option restrictions and added delivery time. After award, new, improved, or updated products may become available. Bidders will be allowed to request to substitute items, within their awarded categories. Substituted items must beat contract specifications, terms and conditions. Substitutions and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.
3. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

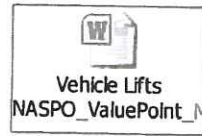
The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

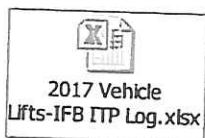
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

NASPO VALUEPOINT TERMS AND CONDITIONS



INTENT TO PARTICIPATE & STATE SPECIFIC TERMS AND CONDITIONS



STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-19-99-37-05
Vehicle Lifts and Garage Associated Equipment
Washington NASPO ValuePoint Master Agreement Number 05316
Vehicle Services Group, LLC (Contractor)

This Participating Addendum Number 7-19-99-37-05 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Vehicle Services Group, LLC (hereafter referred to as "Contractor") under the lead state of Washington NASPO ValuePoint Master Agreement Number 05316.

1. SCOPE

- A. This Participating Addendum covers the purchase of vehicle lifts and garage associated equipment (shop equipment for light and heavy duty vehicles) under the Washington NASPO ValuePoint Master Agreement. The vehicle lifts meet the current Automotive Lift Institute (ALI) certifications and standards and accredited by the American National Standards Institute (ANSI). Shop equipment and accessories shall comply with all Federal, State, and local laws, regulations and safety standards. The Washington NASPO ValuePoint Master Agreement Number 05316 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end February 10, 2022, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-19-99-37-05
 - 2) Washington NASPO ValuePoint Master Agreement Number 05316
 - 3) Washington Solicitation 05316 including all Addendums

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 05316 are allowed under this Participating Addendum:
- 1) Vehicle Lifts
 - 2) Garage Associated Equipment

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (State Agencies Only)

- A. The following product and service offerings are prohibited under this Participating Addendum.
- 1) Installation
 - 2) Services

These restrictions are not applicable to local governments.

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for

obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

- C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

- A. Contractor shall submit a Price List identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The Price List shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. EQUIPMENT ADDITIONS/DELETIONS

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Agreement;
 - 2) Contractor has obtained prior approval from the Washington NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised Price List for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.

9. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

10. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. F.O.B. (Free On Board) Destination

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Participating Addendum 7-19-99-37-05

- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Christine Bilz
Phone:	(800) 445-5438 x5655
Fax:	None
Email	bliz@rotarylif.com

Contractor	Contract Manager
Address:	Vehicle Services Group, LLC 2700 Lanier Drive Madison, IN 47250

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Lori Tomita
Phone:	(916) 375-4580
Fax:	(916) 376-6371
Email	Lori.tomita@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 05316, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name



12/31/19

Authorized Signature

Date Signed

Stephanne Kim, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Vehicle Services Group, LLC

Contractor Name



12/04/19

Authorized Signature

Date Signed

Christine Bilz, Government Sales Leader

Printed Name/Title of Person Signing

2700 Lanier Dr.
Madison, IN 47250

Address

Usage Report: Vehicle Lifts and Garage Associated Equipment

Contract Number:	7-19-99-37-05
Contractor:	Vehicle Services Group, LLC
Reporting Period:	
Report Value:	
Administrative Fee:	

[illegible]

NASPO Master Agreement No.: 05316
Amendment No.: 04
Effective Date: February 10, 2022

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Vehicle Services Group, LLC.
2700 Lanier Dr.
Madison, IN 47250

**FOURTH AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 05316
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

This Fourth Amendment ("Amendment") to the State of Washington's Contract No. 05316 for NASPO ValuePoint Master Agreement 05316 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Vehicle Services Group, a Delaware LLC ("Contractor") and is dated as of August 19, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05316 for Vehicle Lifts and Garage Associated Equipment dated effective as of February 10, 2017 ("Contract").
- B. The Parties agree to further amend this Contract, originally dated February 10, 2017 and previously amended as of:
 - a. Amendment 01, 05316a01 dated April 1, 2017.
 - b. Amendment 02, 05316a02 dated February 10, 2019.
 - c. Amendment 03, 05316a03 dated March 13, 2020.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The term of the contract is amended to add twelve (12) months and thereby changing the end date of the contract from February 10, 2022 to February 10, 2023.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

VEHICLE SERVICES GROUP A DELAWARE LLC.

By: 

Name: Christine Bilz

Title: Government Sales Leader

Date: August 19th 2021

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Chad Irwin

Title: Supervisor

Date: 9/3/2021



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

August 16, 2022

NEW BUSINESS

Purchase of Rotary Portable Six Column Lift from Vehicle Services Group, LLC by Piggybacking Off NASPO ValuePoint Cooperative Contract No.05316/7-19-99-37-05

RECOMMENDATION(S)

- Purchase of portable six column lift by awarding an order to Vehicle Services Group, LLC by piggybacking off NASPSO ValuePoint Cooperative Contract No.05316/7-19-99-37-05
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$81,745.53 to Vehicle Services Group, LLC

BACKGROUND

The City Council approved the purchase of a portable six column lift in the Fiscal Year 2022/23 budget. This lift will be used by Public Works Maintenance Fleet Division in the repair and maintenance of city vehicles. This heavy duty lift, model number MCHW18 has an 108,000 lb. capacity and will replace the current aging mobile unit used to lift & repair our larger vehicles such as those in Fire-Rescue and Transportation.

FISCAL IMPACT

The City Council approved \$85,000 for the purchase of this mobile lift. The City will realize a \$3,254.47 savings in the Non-Recurring Activity from the approved budgeted amount.

A handwritten signature in blue ink, appearing to be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Rotary Lift Cut Sheet
2. Quote
3. Cooperative Contract Documents

MCHW18

WIRELESS MACH™ SERIES LIFTS MOBILE LIFTING TECHNOLOGY WITH INTUITIVE CONTROLS AT EACH COLUMN

The MACH SERIES Mobile Column lift system is the faster and easier choice for your maintenance facility. The set-up time and lifting speed beats the competitor hands down with fewer steps required by the technician to put the lift in service.

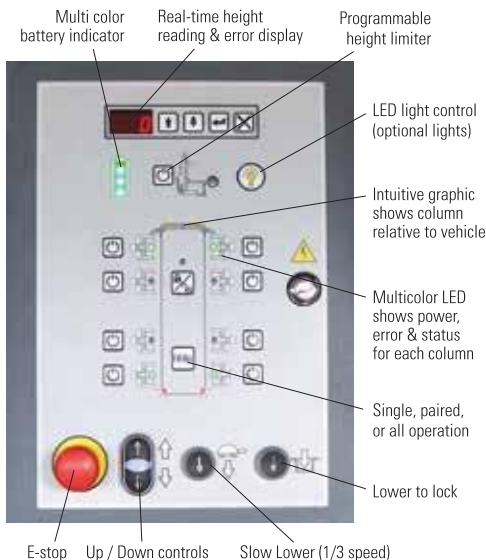
Industry exclusive intuitive control console

- no master / slave column



WATCH THE
PRODUCT VIDEO

Learn more about
our industry-leading
lift features



OPTIONAL WIRED / CORDED COLUMN COMMUNICATION

Includes Retractable Cord Reels with Quick Connect Cables

Easy one-handed connectivity between columns, don't waste time handling cables every time you use the lift.

Innovative Horseshoe Wiring

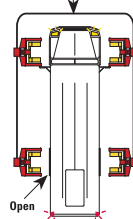
Wired MCH columns use just three cables which form a horseshoe, so the front or back of the lift is always open. Vehicles can be driven in and out of the bay without having to disconnect and reconnect cables saving time with each service.

NOTE: Wired column configuration is a FIELD UPGRADE ONLY.

Consult factory representative for details



Communication Cable



AC POWERED LIFT OPTION

Operate your mobile lifting system without the use of batteries.

- 208/230/460 VAC available

- Sold in groups of 2 and 4 configurations

Consult factory representative for details



WIRELESS CONTROLS
NO CABLES / NO CORDS



Shown: MCH618100

MCHW618

18,000 lbs. capacity column

Rotary wireless MACH™ SERIES feature column capacities at 18,000 lbs. in multiple configurations.

Rotary's versatile wireless mobile column lifts give you the option of not being tied to a bay. Easy to use design gives techs the option to control lift from any column.

Take advantage of the power and mobility to make your repairs anywhere in your shop!

Battery operated with on-board charger - no power cords to clutter up the service bay. 24V DC batteries with 110V charging system. Group of 2. Batteries purchased separately for international use.

Inverted hydraulic cylinder rod located inside the carriage, protects chrome piston rod from debris and damage.

Easy to move adjustable forks improve set up time.

Spring loaded steering and braking system eliminates the need to manually operate the jacks. Automatically prevents movement on sloped floors.

Forklift pockets provide convenient way to relocate columns within your shop.

All models are **ALI Gold Certified**

18,000 LBS. COLUMN CAPACITIES **MCHW18 | WIRELESS**

Group of 2 columns / 36,000 lbs. Capacity

Group of 4 columns / 72,000 lbs. Capacity

Group of 6 columns / 108,000 lbs. Capacity

Group of 8 columns / 144,000 lbs. Capacity

Rise	70" (1778 mm)
Column width	45.5" (1156 mm)
Wheel Rim Size	9"to 24" (228 to 610 mm)
Clearance / fork to column	10" (254 mm)
Speed of rise	78 seconds
Charging voltage	110v charger* (2.5 amps max.)

* Call factory for alternate voltage



Rotary Lift NASPO Contract Quotation

Contract Number: 7-19-99-37-05



Quote # : 2022247

Date: 8/9/2022

Requested By: Ed Andrade

Quote Expires: 9/9/2022

Payment Terms: 1/2%-15th, NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Christine Bilz

***If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

Note: Quote for equipment and setup/training.

Project Name: City of Santa Fe Springs

Model No.	Description	Unit Price Ea.	Qty.	Extended Price
MCHW618	Portable (6) Column Lift 108,000lb Capacity With	\$ 65,618.78	1	\$ 65,618.78
	Wireless Communication Battery Powered			
M140041	Long Fork Kit	\$ 906.14	2	\$ 1,812.28
XXX39	Freight	\$ 6,743.11	1	\$ 6,743.11
XXX86	Commodity Surcharge	\$ 6,001.36	1	\$ 6,001.36
XXX01CTT	Setup and training	\$ 1,570.00	1	\$ 1,570.00
	*does not include any applicable sales tax			
Total Price:				\$ 81,745.53

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any other type of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

NASPO #:	7-19-99-37-05	Rotary Lift
CAGE #:	7K311	2700 Lanier Dr.
Tax ID #:	90-0501347	Madison, IN 47250
DUNS #:	00-638-2634	Christine Bilz, Government Sales Leader

MASTER CONTRACT

No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**



and

VEHICLE SERVICE GROUP, LLC

Dated February 10, 2017

MASTER CONTRACT

No. 05316

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), NASPO ValuePoint and Vehicle Service Group, LLC, a Limited Liability Company, and is dated as of February 10, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05316 dated November 18, 2016 regarding Vehicle Lifts and Garage Associated Equipment.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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

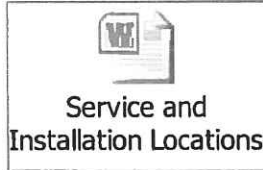
- 1. **TERM.** The term of this Master Contract is 2 Years (24 months), commencing February 10, 2017 and ending February 10, 2019 with the option to extend the contracts for an additional 36 months. The Master Contract is subject to earlier termination.
- 2. **NASPO VALUEPOINT PARTICIPATING ENTITIES.** States, should they so choose, may award Participating Addendums in order to access contract pricing under this Master Contract. Each state would be responsible for completing and signing a separate Participating Addendum with any of the Contractors awarded under this Master Contract.
- 3. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 3.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and

- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 3.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
4. **SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**
- 4.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 4.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 4.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 4.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 5.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 5.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 5.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 5.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 5.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 5.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 5.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

6. USING THE MASTER CONTRACT – PURCHASES.

- 6.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 6.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, F.O.B. destination, freight pre-paid Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.



- 6.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

7. INVOICING & PAYMENT.

- 7.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 05316 or other state's PA reference number
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 7.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 7.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Christine Bilz
Vehicle Service Group, LLC.
2700 Lanier Dr.
Madison, IN 47250
Tel: (800) 445-5438 x5655
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 8.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411

Contractor

Attn: Christine Bilz
Vehicle Service Group, LLC.
2700 Lanier Dr.

Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Madison, IN 47250
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

9.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

9.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 9.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 9.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

10. RECORDS RETENTION & AUDITS.

- 10.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall

permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 10.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

11. INSURANCE.

- 11.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 11.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

- 12.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 12.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise

Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

13. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION & TERMINATION; REMEDIES.

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

14.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

14.5. **GOVERNMENTAL TERMINATION.**

(a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

14.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. GENERAL PROVISIONS.

15.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.

15.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.

15.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

15.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

- 15.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 15.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 15.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 15.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 15.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 15.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 15.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 15.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms

hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 15.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 15.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 15.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 15.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 15.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 15.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 15.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 15.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 15.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall

be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

- 15.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Philip Saunders

Its: Contract Specialist

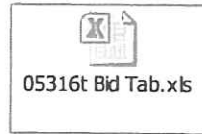
*Procurement
Supervisor
2/10/17*

VEHICLE SERVICE GROUP, LLC.,
a Limited Liability Company

By: 
Christine Bilz

Its: Government Sales Leader

INCLUDED GOODS/SERVICES



PRICES FOR GOODS/SERVICES

<http://www.rotarylif.com/Government-Purchasing-Assistance/NASPO/>

1. **CATALOG PRICING AVAILABILITY.** Contractor shall provide Catalog/price lists in both hard copy list and electronic (web-based).
2. **NEW TECHNOLOGY AND NEW PRODUCTS.** Should Contractors want to offer new technology lifts that are not specifically called for on a Vehicle Lift or Garage Associated Equipment category, contractors must submit to the Contract Administrator for review. All additional items must meet contract specifications, terms and conditions. For each additional item, fully identify power, modifications, payload, option restrictions and added delivery time. After award, new, improved, or updated products may become available. Bidders will be allowed to request to substitute items, within their awarded categories. Substituted items must beat contract specifications, terms and conditions. Substitutions and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.
3. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

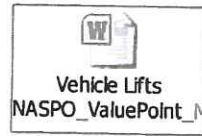
The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

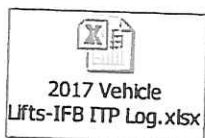
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

NASPO VALUEPOINT TERMS AND CONDITIONS



INTENT TO PARTICIPATE & STATE SPECIFIC TERMS AND CONDITIONS



STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-19-99-37-05
Vehicle Lifts and Garage Associated Equipment
Washington NASPO ValuePoint Master Agreement Number 05316
Vehicle Services Group, LLC (Contractor)

This Participating Addendum Number 7-19-99-37-05 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Vehicle Services Group, LLC (hereafter referred to as "Contractor") under the lead state of Washington NASPO ValuePoint Master Agreement Number 05316.

1. SCOPE

- A. This Participating Addendum covers the purchase of vehicle lifts and garage associated equipment (shop equipment for light and heavy duty vehicles) under the Washington NASPO ValuePoint Master Agreement. The vehicle lifts meet the current Automotive Lift Institute (ALI) certifications and standards and accredited by the American National Standards Institute (ANSI). Shop equipment and accessories shall comply with all Federal, State, and local laws, regulations and safety standards. The Washington NASPO ValuePoint Master Agreement Number 05316 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Washington NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end February 10, 2022, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-19-99-37-05
 - 2) Washington NASPO ValuePoint Master Agreement Number 05316
 - 3) Washington Solicitation 05316 including all Addendums

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Washington NASPO ValuePoint Master Agreement Number 05316 are allowed under this Participating Addendum:
- 1) Vehicle Lifts
 - 2) Garage Associated Equipment

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (State Agencies Only)

- A. The following product and service offerings are prohibited under this Participating Addendum.
- 1) Installation
 - 2) Services

These restrictions are not applicable to local governments.

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for

obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

- C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

- A. Contractor shall submit a Price List identifying all products and services offered under this Participating Addendum for the State's approval.
- B. The Price List shall include the following:
 - 1) Manufacturer Part Number or Item Number
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. EQUIPMENT ADDITIONS/DELETIONS

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Agreement;
 - 2) Contractor has obtained prior approval from the Washington NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised Price List for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.

9. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

10. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. F.O.B. (Free On Board) Destination

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Participating Addendum 7-19-99-37-05

- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Christine Bilz
Phone:	(800) 445-5438 x5655
Fax:	None
Email	bliz@rotarylif.com

Contractor	Contract Manager
Address:	Vehicle Services Group, LLC 2700 Lanier Drive Madison, IN 47250

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Lori Tomita
Phone:	(916) 375-4580
Fax:	(916) 376-6371
Email	Lori.tomita@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Washington NASPO ValuePoint Master Agreement Number 05316, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name



12/31/19

Authorized Signature

Date Signed

Stephanne Kim, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Vehicle Services Group, LLC

Contractor Name



12/04/19

Authorized Signature

Date Signed

Christine Bilz, Government Sales Leader

Printed Name/Title of Person Signing

2700 Lanier Dr.
Madison, IN 47250

Address

Usage Report: Vehicle Lifts and Garage Associated Equipment

Contract Number:	7-19-99-37-05
Contractor:	Vehicle Services Group, LLC
Reporting Period:	
Report Value:	
Administrative Fee:	

[illegible]

NASPO Master Agreement No.: 05316
Amendment No.: 04
Effective Date: February 10, 2022

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Vehicle Services Group, LLC.
2700 Lanier Dr.
Madison, IN 47250

**FOURTH AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 05316
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

This Fourth Amendment ("Amendment") to the State of Washington's Contract No. 05316 for NASPO ValuePoint Master Agreement 05316 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Vehicle Services Group, a Delaware LLC ("Contractor") and is dated as of August 19, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05316 for Vehicle Lifts and Garage Associated Equipment dated effective as of February 10, 2017 ("Contract").
- B. The Parties agree to further amend this Contract, originally dated February 10, 2017 and previously amended as of:
 - a. Amendment 01, 05316a01 dated April 1, 2017.
 - b. Amendment 02, 05316a02 dated February 10, 2019.
 - c. Amendment 03, 05316a03 dated March 13, 2020.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The term of the contract is amended to add twelve (12) months and thereby changing the end date of the contract from February 10, 2022 to February 10, 2023.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

VEHICLE SERVICES GROUP A DELAWARE LLC.

By: 

Name: Christine Bilz

Title: Government Sales Leader

Date: August 19th 2021

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Chad Irwin

Title: Supervisor

Date: 9/3/2021



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

August 16, 2022

NEW BUSINESS

Residential Street Improvements Slurry Seal 2022 – Authorization to Advertise for Construction Bids

RECOMMENDATION

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

BACKGROUND

The proposed project consists of slurry sealing forty-eight (48) residential and three (3) commercial streets. Slurry sealing involves the mixture of asphalt emulsion and fine crushed aggregate uniformly distributed on the surface of the road. This slurry seal will extend the life of existing pavement by protecting the undersurface from wear through traffic and weather. The project will also include replacing the traffic striping, asphalt point repairs, and reinstalling existing pavement markers throughout the project limits. In an effort to maximize economies of scale, staff is recommending combining the approved Slurry Seal Programs 2022, 2023, and 2024, and including additional streets to the project. A complete listing of the proposed streets is attached (Exhibit A).

The total estimated cost of the Residential Street Improvements Slurry Seal 2022 is approximately \$1,100,000.00 and includes construction, design, engineering, inspection, and contingency. The estimate for the project is derived from the most current cost of similar types of construction projects in the area; however due to the fluctuations in the cost of oil, the proposed list of streets to be slurry sealed may need to be reduced to accommodate the project budget or an additional appropriation of funds will required to slurry seal all of the proposed streets. The final list of streets to be slurry sealed will be evaluated after the bids are opened.

The total project costs are as follows:

<u>ITEM</u>	<u>PROJECT COSTS</u>
Construction	\$ 915,000
Design	\$ 20,000
Engineering	\$ 50,000
Inspection	\$ 40,000
Contingency	\$ 75,000
Total:	\$ 1,100,000

The project 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.

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: August 12, 2022

FISCAL IMPACT

The Residential Street Improvements Slurry Seal 2022 is an approved Capital Improvement project that combined the 3-year slurry seal streets projects with a combined original budget of \$310,000. Approximately \$790,000 will be required to complete funding for the project. Staff anticipates a funding shortfall, and will be recommending an appropriation of funds at the time of Award of Contract.

INFRASTRUCTURE IMPACT

Preventative maintenance extends the service life of the pavement and is more cost effective than corrective maintenance.



for

Raymond R. Cruz
City Manager

Attachments:

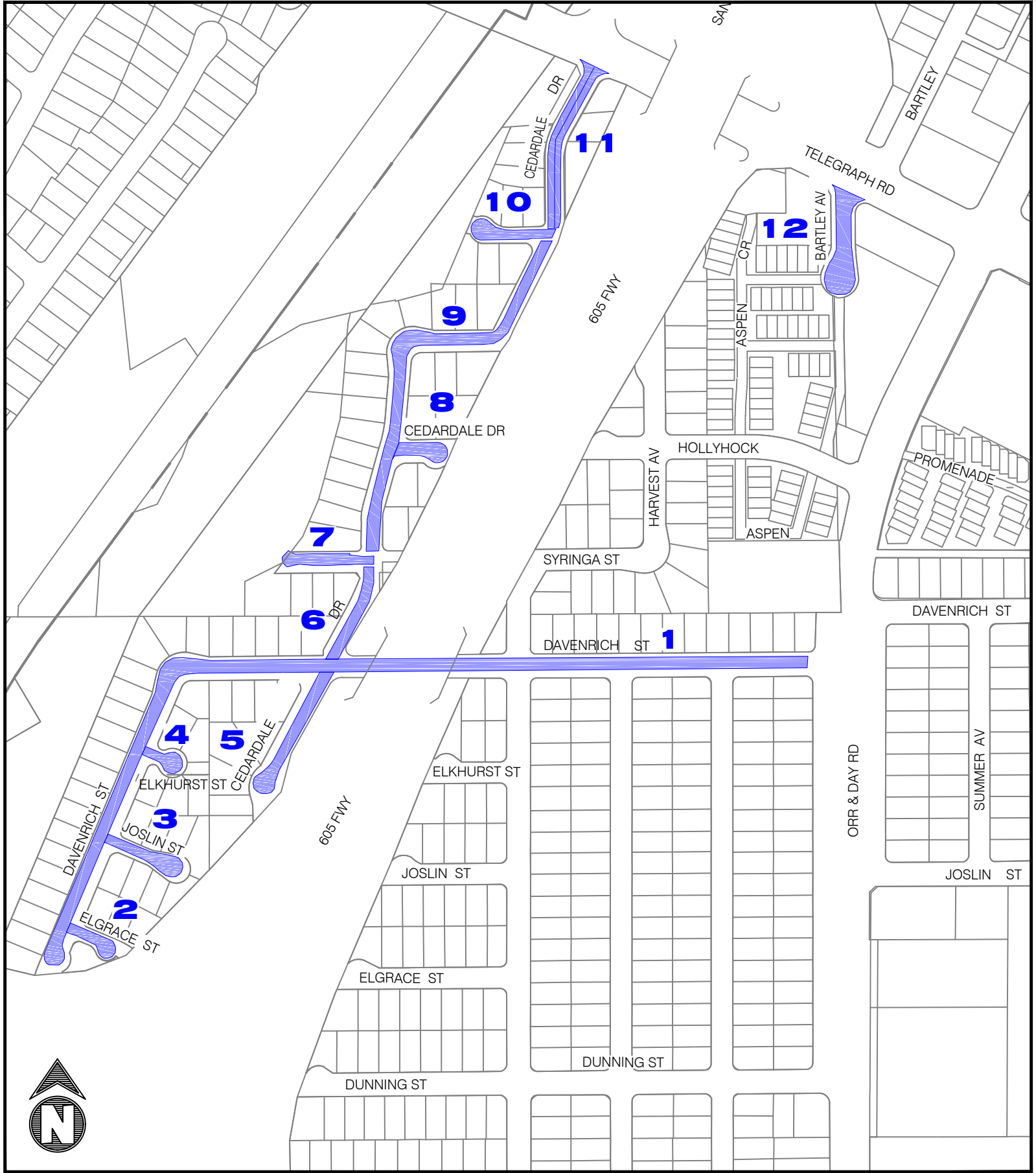
Exhibit A: Slurry Seal Various Residential Streets 2022 Matrix

Exhibit B: Slurry Seal Various Residential Streets 2022 Site Plan

Residential Street Improvements - SLURRY SEAL 2022

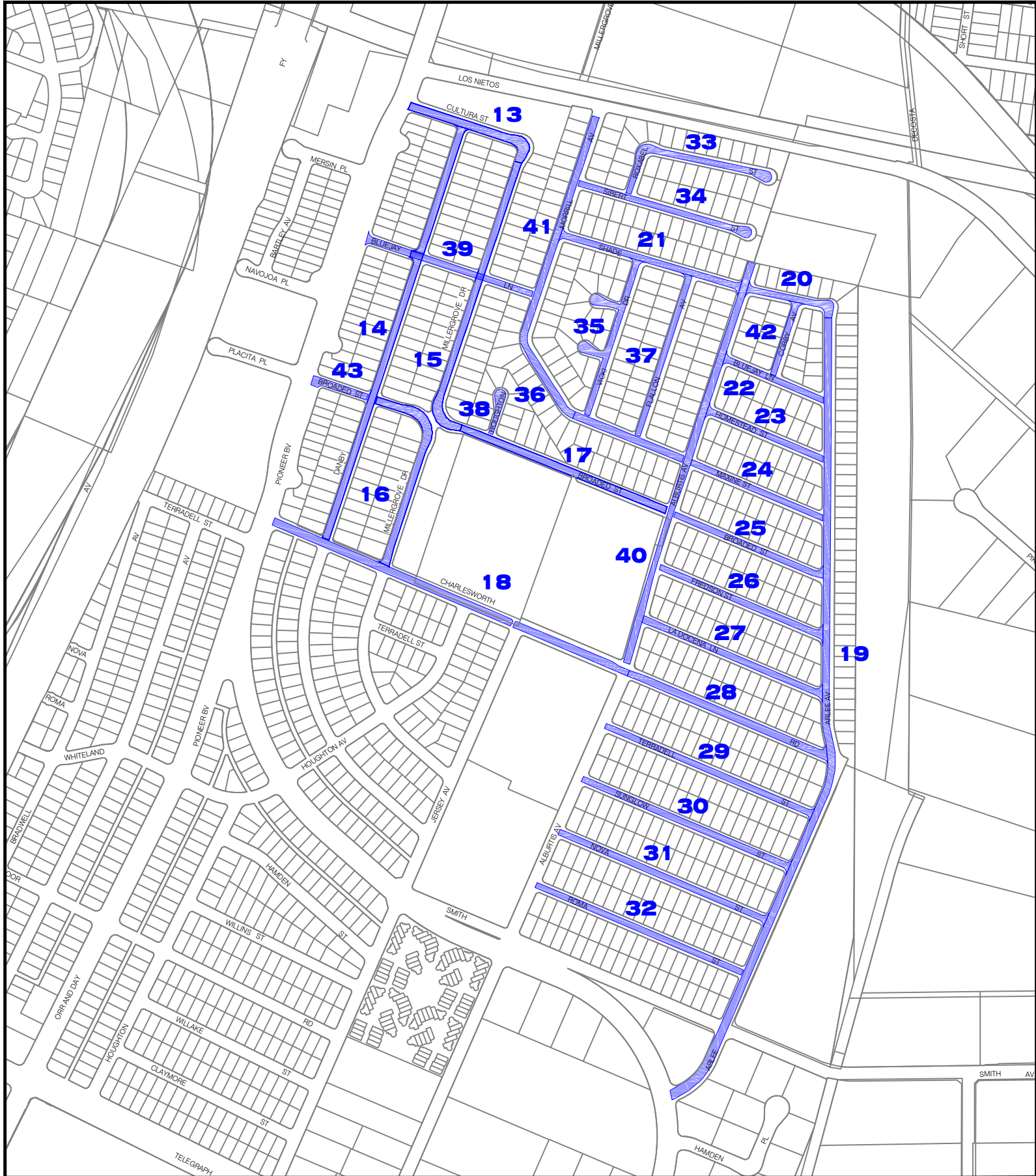
NO.	STREET	START	END	LENGTH FT	AREA (SF) SF	STRIPING PLAN	REMOVE/REPLACE 2" MACADAM INCLUDING RECOMPACTING EXISTING			
							LENGTH	WIDTH	SF	CY
1	Davenrich	Orr & Day	End of Cul-De-Sac	2,430	76,894		48	64	3072	19.00
2	Elgrace	Davenrich	End of Cul-De-Sac	110	3,566					
3	Joslin	Davenrich	End of Cul-De-Sac	194	6,475					
4	Elkhurst	Davenrich	End of Cul-De-Sac	85	3,098					
5	Cedardale	Davenrich	End of Cul-De-Sac	350	9,983					
6	Cedardale	Davenrich	North entry into SFS Park	250	6,824	T-016				
7	Cedardale	Cedardale	End of Cul-De-Sac at FWY	231	6,152	T-016				
8	Cedardale	Begin of Cul-De-Sac	End of Cul-De-Sac	135	4,784	T-016				
9	Cedardale	Segment (7) at north entry into SFS Park	Segment (10) at Intersection of Cul-De-Sac	1,050	30,614	T-016				
10	Cedardale	Begin of Cul-De-Sac	Cedardale	210	6,141	T-016				
11	Cedardale	Intersection of Cul-De-Sac	Telegraph	429	14,124	T-016				
12	Bartley	Begin of Cul-De-Sac	Telegraph	265	13,475	T-080				
13	Cultura	Pioneer	Millergrrove	647	25,030					
14	Danby	Cultura	Charlesworth	2,026	21,123					
15	Millergrrove n/o Broaded	Cultura	Broaded	1,370	46,862					
16	Millergrrove s/o Broaded	Danby	Charlesworth	954	41,272					
17	Broaded	Millergrrove	Alburtis	1,033	33,987	T-182, T-162				
18	Charlesworth	Pioneer	Jersey	1,211	41,272					
19	Arlee	Shade	Pioneer	3,837	131,864					
20	Shade	Alburtis	Arlee	430	14,258					
21	Shade	Morill	Alburtis	874	25,043					
22	Bluejay	Alburtis	Arlee	501	14,267		46	5	230	1.42
23	Homestead	Alburtis	Arlee	586	16,436		28	5	140	0.87
24	Maxine	Alburtis	Arlee	667	17,696		85	3	255	
							5	12	60	
									315	1.95
25	Broaded	Alburtis	Arlee	752	20,783		45	35	1575	9.74
26	Fredson	Alburtis	Arlee	827	23,327					
27	La Docena	Alburtis	Arlee	909	26,236					
28	Charlesworth	Alburtis	Arlee	1,004	33,971					
29	Terradell	Alburtis	Arlee	1,051	29,148					
30	Sunglow	Alburtis	Arlee	1,051	30,291					
31	Nova	Alburtis	Arlee	1,051	29,647					
32	Roma	Alburtis	Arlee	1,047	28,129		75	8	600	3.71
33	Roxabel	Sibert	Cul-De-Sac	829	25,620					
34	Sibert	Morill	Cul-De-Sac	840	23,396					
35	Vicki	Shade	Maxine	1,063	31,522					
36	Maxine	Morill	Alburtis	549	18,179					
37	Flallon	Shade	Maxine	787	21,786					
38	Houghton	Broaded	Cul-De-Sac	214	6,485					
39	Bluejay	Pioneer	Morrill	816	23,620					
40	Alburtis	Charlesworth	End	1,961	61,917					
41	Morrill	Los Nietos	Maxine	1,529	49,635					
42	Corby	Shade	Bluejay	356	10,090					
43	Broaded	Danby	Pioneer	270	8,983					
44	Clarkman	Orr & Day	Cul-De-Sac	923	31,717					
45	Darcy	Orr & Day	Roseton	752	19,330					
46	Kinghorn	Orr & Day	Roseton	194	20,830					
47	Otto	Orr & Day	Roseton	348	12,887					
48	Roseton	Clarkman	Florence	1,258	43,063					
49	Fulton Wells	Florence	Lakeland	1,193	54,418					
50	Fulton Wells	Florence	Cul-De-Sac	712	36,311					
51	Mora	Slusher	Norwalk	1,726	75,842					
			Totals:	43,887	1,408,401				5932	36.69

EXHIBIT A



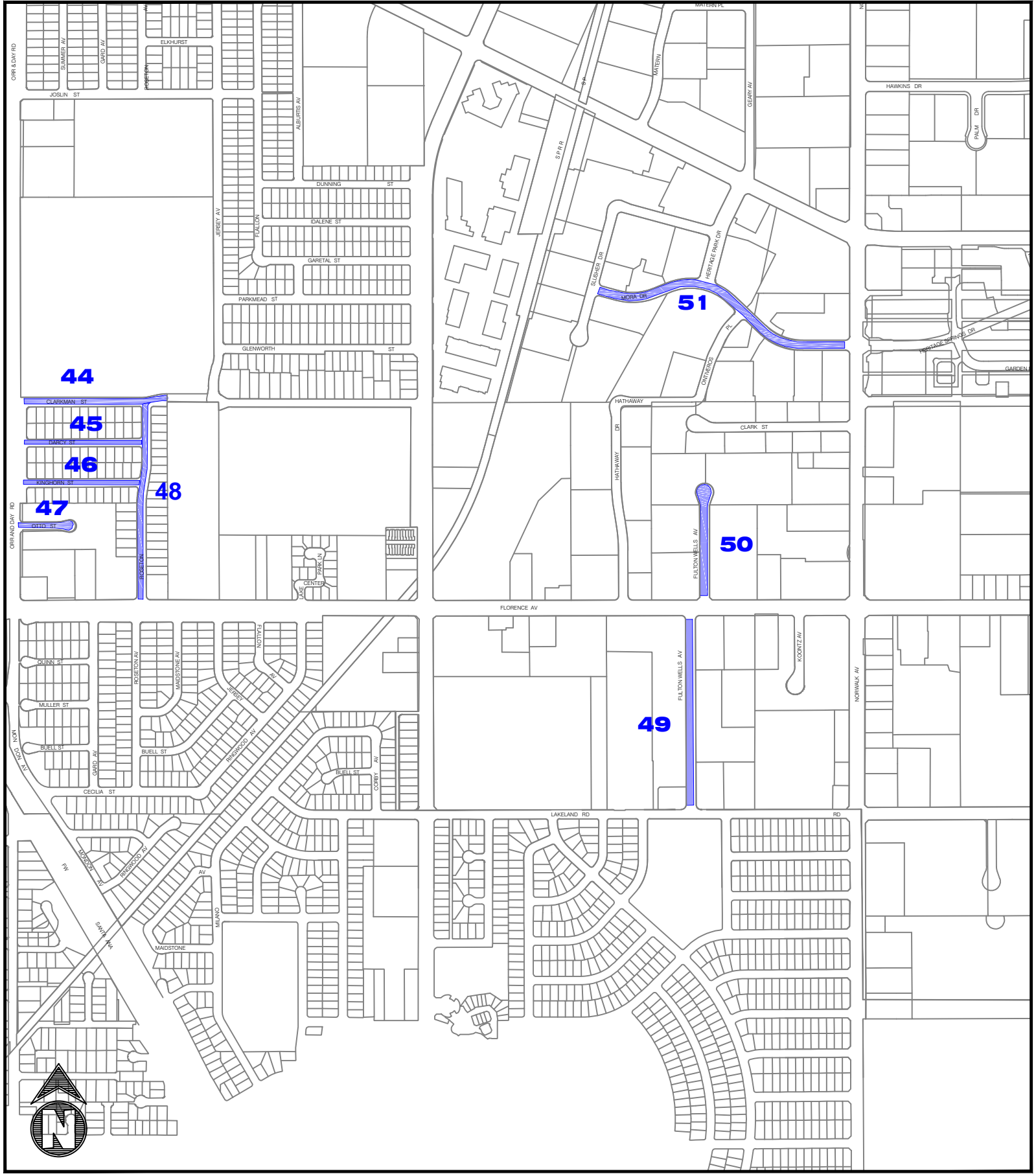
RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022

SITE PLAN



RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022

SITE PLAN



RESIDENTIAL STREET IMPROVEMENTS SLURRY SEAL - 2022



NEW BUSINESS

Activity Center Haunted House Assembly of Temporary Walls and 2022 Haunted House Event

RECOMMENDATIONS

- Appropriate an additional \$12,800 from the general fund to the Parks Contractual Services Account;
- Accept the bid;
- Award a contract to Calderon Built, Inc., in the amount of \$52,800.

BACKGROUND

The annual Haunted House event has traditionally been held at the Activity Center in Santa Fe Springs. As a result of the State of Emergency imposed by the COVID-19 pandemic, the Haunted House was cancelled in 2020 and 2021.

In previous years, the Haunted House is traditionally assembled in-house by City staff in the Department of Public Works. Unfortunately, due to various unrelated maintenance tasks and other ongoing projects, the City does not have the staffing levels to support the assembly of the Haunted House. An administrative decision was made to publicly solicit bids for the assembly and removal of the Haunted House by a contractor.

On July 21, 2022, the City received a total of one bid for this project. City staff reviewed the proposal and determined that the bid proposal complies with the project specifications. The only bid received was from Calderon Built, Inc. of Fullerton, California, with a bid totaling \$52,800.00. The bid proposal for the following bidder reflects the bid amount.

Company Name	Bid Amount
Calderon Built, Inc.	\$52,800.00

The Department of Public Works has reviewed the bid and determined the bid submitted by Calderon Built, Inc., to be responsive and responsible.

LEGAL REVIEW

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

FISCAL IMPACT

The Haunted House project will require an appropriation of an additional \$12,800 from the General Fund Reserves. There is currently \$40,000 budgeted for this program in the Parks Contractual Services Account (10105420-542050). The total project cost is \$52,800.

INFRASTRUCTURE IMPACT

The Haunted House is a temporary structure that will be assembled in the Activity Center. The Haunted House will be open from October 27th through October 31, 2022. The project is scheduled to begin on September 27, 2022 and be fully removed by November 12, 2022 (54 calendar days). As a result, the Activity Center gymnasium will have to be closed to the public for the duration of the build.



for

Raymond R. Cruz
City Manager

Attachment

1. Attachment 1 – Contract Agreement

ATTACHMENT 1

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**ACTIVITY CENTER-HAUNTED HOUSE
ASSEMBLY OF TEMPORARY WALLS**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this ____ [DAY] of ____ [MONTH], 2022 BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Calderon Built, Inc., as CONTRACTOR in the amount of \$52,800.

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

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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: _____
ANTONIO CALDERON, PRESIDENT

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

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

Activity Center-Haunted House Assembly of Temporary Walls

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of _____)

On _____ before me, _____
Date *(Insert Name and Title of the Officer)*

Personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Place Notary Seal Above)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18A

August 16, 2022

PRESENTATION

Proclamation declaring September 9, 2022 as the Fiestas Patrias Cultural Celebration in the City of Santa Fe Springs

RECOMMENDATION

- Proclaim September 9, 2022 as the official Fiestas Patrias Cultural Celebration in Santa Fe Springs.

BACKGROUND

Fiestas Patrias is an annual cultural event that commemorates Mexico's Independence from Spain. This year marks the 55th anniversary of the festivities in Santa Fe Springs. The 2022 Fiestas Patrias event will take place on Friday, September 9, 2022 from 6:00 p.m. - 11:30 p.m. at Los Nietos Park.

This year's live entertainment will feature performances by Ballet Folklorico De Mi Herencia, Mariachi Las Catrinas, Banda Las Angelinas and an encore performance by La Sonora Dinamita. City Council will welcome attendees and participate in the El Grito Ceremony, which will be led by the Mexican Consulate. In addition, we will offer arts and crafts, a kids' zone, a food court, the "Bomberos" beer garden, led by the SFS Firefighters Association Local 3507, and a "Map your Heritage" activity, that will be led by the Santa Fe Springs Library.

The Mayor may wish to call upon Parks & Recreation Services staff members Leanne Iezza, Diana Armendariz, and Hairo Orozco to receive the proclamation.

for

Raymond R. Cruz
City Manager

Attachment

1. Attachment 1 - Proclamation for Fiestas Patrias Cultural Celebration

WHEREAS, the City of Santa Fe Springs takes great pride in the cultural and historical backgrounds of its residents; and

WHEREAS, the Department of Community Services seeks to recognize the rich cultural heritage of the City's residents through events such as the annual Fiesta Patrias celebration; and

WHEREAS, the 2022 Fiestas Patrias Cultural Celebration will be observed on September 9, 2022 at Los Nietos Park; and

WHEREAS, the City of Santa Fe Springs is honored to celebrate its 55th year of this cultural traditional event; and

NOW, THEREFORE, be it resolve that, I Annette Rodriguez, Mayor of the City of Santa Fe Springs, proclaim September 9, 2022 as the official

Fiestas Patrias Cultural Celebration

in Santa Fe Springs to honor our Hispanic/Latino heritage and further encourage the community's support of rich cultural events.

Dated this 16th day of August 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18B

August 16, 2022

PROCLAMATION

Proclamation declaring the Month of September as "National Senior Center Month" in the City of Santa Fe Springs

RECOMMENDATION

- Proclaim the month of September 2022 as National Senior Center Month in the City of Santa Fe Springs.

BACKGROUND

Senior centers are the community focal point for older adult services. They are a place linking our seniors, their caretakers and families to essential resources. They promote a positive image of aging, improve the lives of older adults, and allow individuals to create new friendships and collaborative partners.

With approximately 6 million people over the age of sixty-five (65) in California and the City of Santa Fe Springs having a senior population of approximately 13%, it's crucial we work to ensure that senior centers adequately meet the needs of our older residents.

Across the nation, there are 10,000 senior centers which provide services such as health care, nutrition, recreation, and more. They are a central place for our older adult population to learn how to maintain their well-being and to participate in stimulating social and recreational activities. The programs available at the Gus Velasco Neighborhood Center allow individuals 50 years and older in the Santa Fe Springs community to remain safe, be social, have fun and stay healthy.

In September, the Department of Community Services will showcase these essential resources with the introduction of new classes, programs that help maintain an environment where residents can connect, build new skills, and join as a community.

The Mayor may call upon members of the Senior Citizens Advisory Committee to accept the proclamation.

for

Raymond R. Cruz
City Manager

Attachment:

1. Proclamation for National Senior Center Month

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and strengthen our community; and

WHEREAS, through the wide array of services, programs, and activities, senior centers empower older citizens of Santa Fe Springs to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, during the pandemic, the City of Santa Fe Springs has been a community partner in ensuring that our most vulnerable citizens – people aged 50 and older, many with underlying medical conditions – are cared for and able to stay connected, safe and healthy; and

WHEREAS, the Gus Velasco Neighborhood Center in Santa Fe Springs affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

NOW THEREFORE, I, Annette Rodriguez, Mayor of the City of Santa Fe Springs, on behalf of the entire City Council, proclaim September as

“National Senior Center Month”

to recognize the special contributions of the Gus Velasco Neighborhood Center and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Dated this 16th day of August 2022.

ANNETTE RODRIGUEZ, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20

August 16, 2022

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	2	Mora
Historical & Preservation	1	Zamora
Historical & Preservation	1	Rodriguez
Historical & Preservation	3	Martin
Family & Human Svcs	2	Mora
Family & Human Svcs	1	Rodriguez
Parks & Recreation	2	Zamora
Parks & Recreation	2	Sarno
Senior	3	Mora
Senior	2	Zamora
Senior	1	Sarno
Senior	1	Rodriguez
Senior	4	Martin
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Martin
Traffic Commission	1	Mora

Applications Received: None

Recent Actions: Councilmember Martin appointed Julie Garcia to the Historical and Community Preservation Committee.

A handwritten signature in blue ink, appearing to be "RC", is written above the name Raymond R. Cruz.

for

Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Advisory

Sister City

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

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: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant Guadalupe Placencia Irma Huitron Vacant	
Zamora	Vacant AJ Hayes Hilda Zamora* Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Sally Gaitan	
Rodriguez	Elena Lopez (Boca)* Vacant Mark Scoggins Gloria Maghame	
Martin	Julie Garcia Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Vacant Vacant Miriam Herrera	
Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
Rodriguez	Shamsher Bhandari Elena Lopez (Boca)* Vacant	
Martin	Dolores Romero Laurie Rios* Bonnie Fox	

**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*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Miriam Herrera
Historical & Comm. Preservation Committee	Hilda Zamora*
Planning Commission	Gabriel Jimenez
Chamber of Commerce	Debbie Baker

Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 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 Jimmy Mendoza Vacant Vacant	
Sarno	Vacant Vacant Jeannette Lizarraga Dani Cook Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Martin	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		Mark Fresquez
Sarno		Johnny Hernandez
Rodriguez		Francis Carbajal*
Martin		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: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	Vacant	
	Vacant	
	Vacant	
Zamora	Hilda Zamora*	
	Elena Lopez (Boca)*	
	Josefina Lara	
	Vacant	
	Vacant	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Vacant	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora*	
	Vacant	
	Nancy Krueger	
Martin	Dolores Duran	
	Vacant	
	Vacant	
	Vacant	
	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

Vacant

Sarno

Johana Coca

Rodriguez

Felix Miranda

Martin

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. Zulema Gamboa	
Martin	Vacant Isaac Aguilar Andrew Bojorquez Alan Avalos	