



AGENDA

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

September 6, 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.

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 minutes unless otherwise specified by the Mayor.*

HOUSING SUCCESSOR

6. CONSENT AGENDA

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

Minutes of the August 2, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

7. CONSENT AGENDA

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

Minutes of the August 2, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

8. CONSENT AGENDA

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

- a. Minutes of the July 12 and August 2, 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 the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9817:
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. 9818:
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. Authorize the Disposal of Surplus Equipment by Way of Public Auction (Finance)

Recommendation:

- Declare certain City property as surplus and authorize the sale by way of public auction.

- e. Acceptance of State Homeland Security Program (SHSP) Funds for the Purchase of Rope Rescue Equipment from Safeware, Inc (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$54,140.09 and authorize the purchase of Urban Search and Rescue (US&R) Rope Rescue Equipment and Components.

- f. Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of Two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$57,452.57 and authorize the purchase of two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty from Safe Environment Engineering.

- g. Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of One (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$27,294.54 and authorize the purchase of one (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment.

- h. Go Rio Program AB2766 Funds to Subsidize Bus Passes to City Residents Attending Rio Hondo College – Approval of Agreement (Public Works)

Recommendation:

- Approve the agreement with Rio Hondo College to provide AB2766 Funds for Subsidized Bus Passes through the Fiscal Year 2025; and
- Authorize the City Manager to execute the agreement on behalf of the City.

OLD BUSINESS

9. 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 \$30,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

NEW BUSINESS

10. Approval of the 2023 Art Fest Professional Services Agreement (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2023 SFS Art Fest event.

11. Adopt Resolution No. 9815 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

Recommendation:

- Adopt Resolution No. 9815 approving changes to the City's Fiscal Year 2022-2023 Salary Schedule.
- Approve the classification specification changes for Mechanic I and Mechanic II.
- Adopt classification specifications for the following positions: Mechanic Assistant, Electrician Assistant, Grounds Maintenance Supervisor, Street Maintenance Supervisor.

12. Approval of Parcel Map No. 82031 - 11212 Norwalk Boulevard (Public Works)

Recommendation:

- Approve Parcel Map No. 82031;
- Find that Parcel Map No. 82031 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 82031.

13. Water Feature Maintenance Services Agreement – Approval of Agreement (Public Works)

Recommendation:

- Approve Contract with Payless Pool Service Company to provide water feature maintenance services; and

- Authorize the Mayor to execute a Contract with Payless Pool Service Company.

14. Lakeview Park Playground Improvements – Approval of Memorandum of Understanding (Public Works)

Recommendation:

- Approval of Memorandum of Understanding with Little Lake School District: and
- Authorize the Mayor to execute Memorandum of Understanding.

15. Town Center Hall Plaza Outdoor Lighting – Issue Purchase Order (Public Works)

Recommendation:

- Appropriate \$2,500.00 from General Fund Reserve to 9000 account (9003); and
- Authorize the Director of Purchasing to issue Purchase Order to Direct Lighting Manufacturing LLC in the amount of \$31,426.20 for outdoor plaza lighting.

16. PRESENTATIONS

- Proclamation – Proclaiming September 2022, as “National Preparedness Month” (Police Services)
- Introduction of New Santa Fe Springs Department of Fire-Rescue Administrative Assistants (Fire Department)
- Department of Fire-Rescue Presentation of a New City of Santa Fe Springs Fire-Rescue Vehicle, “Truck 811” (Fire Department)
- Presentation from Soledad Enrichment Action

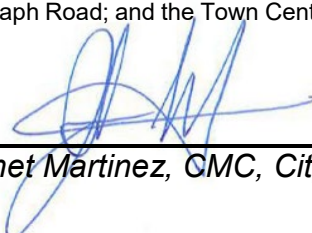
17. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

19. COUNCIL COMMENTS

20. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

9-1-22

Date Posted

FOR ITEM NO. 6
PLEASE SEE ITEM NO. 8A

FOR ITEM NO. 7
PLEASE SEE ITEM NO. 8A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8A

September 6, 2022

CONSENT AGENDA

Minutes of the July 12 and August 2, 2022 Special and Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Special City Council Meeting of July 12, 2022
- Special City Council Meeting of August 2, 2022
- Regular City Council Meeting of August 2, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. July 12, 2022 Regular Meeting Minutes
2. August 2, 2022 Special Meeting Minutes
3. August 2, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

July 12, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order via teleconference at 5:09 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **PUBLIC COMMENTS**

Item moved after presentations for Item No. 4.

CITY COUNCIL

4. **STUDY SESSION**

Presentation of Potential Changes to the City's Business Operation Tax Ordinance (Finance)

Recommendation:

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

City Manager, Raymond Cruz provided a brief introduction on Item No. 4. He spoke in regards to the meeting that took place on Monday, July 11, 2022 with the business group. He stated the purpose of this meeting was to receive direction from the City Council to determine if they would like to enact Model 7 or a supplemented version of it on the November election ballot.

Due to technical difficulties, Mayor Rodriguez recessed the meeting at 5:15 p.m.

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

Election Consultant, Mark Mandell reviewed Model 7, which listed the distribution of tax to the business owners and tenants. The first slide distinguished what category different businesses would potentially fall into which would determine the amount in which they would be taxed.

Councilmember Sarno inquired how the gross receipts are determined and how the rates compare to other cities' business license tax. He also inquired where the City ranks compared to other cities.

HdL Consultant, Eric Meyers stated that the rates are at the lower end and are typically rounded. He believes the rates are very competitive.

Councilmember Martin inquired why the consultant, Eric, is comparing the City to the City of Los Angeles. She noted that we need a comparison city similar to Santa Fe Springs. Consultant Meyers responded stating he was not comparing the City to the City of Los Angeles, but that the question he understood was whether these were competitive rates compared to these types of businesses.

Mayor Rodriguez asked if there were any other questions from Council.

City Manager Cruz moved on to present the polling information.

Councilmember Sarno asked to see a breakdown of professional contractors, general business services of what they pay right now, and a comparison of where they are going to be at after this tax. He wants to see it because it is going to be difficult for some businesses, and they might not be able to afford it. City Manager Cruz stated the current tax is on the number of employees, which has resulted in inequities in the amount some businesses pay in the licensing tax. Director of Finance, Travis Hickey stated that currently the City is estimating what the revenue would be because they do not currently have that data. They can assume a certain level of revenue and project the outcome based on the potential revenue.

Consultant Mandell noted that it would be difficult to determine the exact amount and would not recommend obtaining the amounts and making them public. Additionally, they do not have the ability to estimate the exact fee because the City currently does not have their gross receipts and that may not be legally feasible to obtain those. He also stated that the numbers might fluctuate since some sales would increase or decrease.

City Manager Cruz asked the HDL Consultant Meyers, if he has any thoughts on the comparisons Council was inquiring about. Consultant Meyers noted they did hypotheticals in the original study and that they could easily add to that using Model 7.

Mayor Pro Tem Zamora asked when the last time the City raised any fees. He also requested a comparison. Director Hickey stated the City has not raised the business license tax. Mayor Pro Tem Zamora asked if anything else has been raised in 30 years.

Director Hickey answered the business license service fee itself was raised but not the tax.

Mayor Pro Tem Zamora asked if the City is too low or too high and wants a comparison with other cities to see where the City is in comparison. He recommended using the water rate comparison as a sample of how to compare the business tax rate.

Mayor Pro Tem Zamora asked Director of Public Works, Noe Negrete when the water rate was raised and if it had been over 20 years. Director Negrete stated it was small increments, but does not have the exact date of when it was last raised.

Mayor Pro Tem Zamora stated that if this business license was not raised in increments this would be a large amount.

Consultant Mandell noted that based on the municipal code, which has not been changed in decades, and because it is based on the number of employees, it does not reflect inflation

changes. He noted that a gross receipt tax would automatically reflect inflation. He recommended not comparing this business license tax process to the water rates because water rates are a special fund. Mayor Pro Tem Zamora stated he was using the water rate as an example and a comparison did not need to be made. He was using the water rate as an example of having to catch up from years of not adjusting it similar to the current status of the business license fee. He stated possibly creating a model that was staggered in order to help the smaller businesses.

FM3 Consultant, Rick Sklarz provided a brief presentation, and spoke about the surveys that were conducted within the City. He noted that the survey covered thoughts on where the City is headed from 2010 to today. He expressed that the results compared better to other cities. The next question asked was in regards to the residents quality of life and the results were mostly good. Job rating results were mostly positive. Additional questions were focused on the Fire Department, Police Department, City government and City Council. Gas prices, inflation, homelessness, and housing costs are top concerns. The level of need was also surveyed and the voter results were in favor of increasing the City's' business license. The voters also responded strongly towards investing in local infrastructure and believe businesses should pay their fair share. Proactive policing, emergency and safety response were also highly rated as high importance amongst respondents.

Consultant Joy Kummer spoke about the deadlines that the City has if they chose to move forward with the measure and have it on the ballot for November 2022.

3. PUBLIC COMMENTS

The following persons spoke during Public Comments: Raman Venkat, CEO for LeFiell Manufacturing and Mary Venegas from All Star Cable Products, Inc.

5. COUNCIL COMMENTS

Councilmember Sarno expressed the difficulties to be in his position as a Santa Fe Springs business owner and as an elected official. He stated that it is difficult because costs are rising for businesses. He believes this is something that needs to be accomplished but he is unsure about the timing and numbers.

Councilmember Martin noted that it is the City's fault for not raising fees gradually to avoid the significant increase. She expressed that there is a need to increase fees but the City needs to come up with the correct numbers and be financially responsible. She would like to postpone the tax another year because she does not believe this is good timing. She expressed that she is not in business in Santa Fe Springs like others.

Councilmember Mora stated that he is also a business owner and falls under the higher bracket shown on the model. He understands the City has an old bracket for business taxes and there is a need for an increase. However, some of these increases such as Model 7 are the best numbers in comparison to other percentages. He expressed he wants to do it right and noted that the Finance Department and consultants are working hard to get this prepared for November. He stated that perhaps there should be a smaller bracket for small businesses to balance out the multi-million companies with a smaller incremental increase. He noted the City does have a need for revenue for infrastructure and the community. He requested to have this

tax increase done in increments.

Mayor Pro Tem Zamora stated the land value for the businesses are high and noted people are not struggling in the City. He expressed he is in favor of a staggered system especially for smaller businesses, however, the top 25% sales tax producers are not struggling and having them not present proves that they are not struggling. He provided a directive approving Model 7 with a staggered system for small businesses before July 19th.

Mayor Rodriguez spoke about the City and how it has evolved. She expressed how she understands businesses frustrations and noted that the City is business friendly. She stated that Measure Y was intended to take care of the City's needs; however, at the time there was a deficit and now there is no deficit. She stated the City is still in need of infrastructure and funding they currently do not have. She also stated she is in favor of the staggered system for small businesses. She noted that the survey highlighted the needs of the voters, and she wants to work with the businesses by working with the numbers to make everyone happy. She expressed her support for a staggered system.

City Attorney, Ivy M. Tsai suggested giving the staff detail and what they meant by staggered system.

Mayor Pro Tem Zamora requested to have the City Manager explain the staggered system.

City Manager Cruz stated that using Model 7 allows the City to have a staggered system for smaller businesses. He explained that using Model 7 means you can delay the amount for up to one or two years, and increase the percentage through different years. A staggered system would involve phasing it in from 1 to 3 years. He also stated they could prepare these different options and bring it back to the Council.

Councilmember Sarno stated the City needs to determine whether they are comfortable with the numbers and what numbers they are looking at. He asked Council if the numbers presented is what everyone wanted. He expressed these numbers need to be determined before deciding further on the percentage increments.

Mayor Pro Tem Zamora stated yes at the end point. Councilmember Sarno asked what the end point amount would be for the tax. He asked for a comparison to other cities like the City of La Mirada to ensure they would not lose businesses to neighboring cities.

Mayor Pro Tem Zamora stated that the City La Mirada did not compare to Santa Fe Springs and the only comparable cities were the Cities of Industry, Commerce, and Vernon when it comes to the business community.

City Manager Cruz asked the consultant if that is something they would be able to provide. HdL Consultant Meyers stated that the cities mentioned were in the original studies and that they would be able to bring that to Council.

City Manager Cruz asked Council when they would like the item brought back and reminded them that they would need to bring the ordinance before the council, but that it could not be completed until the numbers were finalized.

Election Consultant Mandell stated that he can begin drafting the ordinance and that changing the numbers would not be too difficult. He continued to state there were two more meetings in which they could discuss the rates.

Councilmember Martin asked if the City is going to have the Chamber of Commerce involved in the process. City Manager Cruz stated Consultant Meyers would provide the report for a meeting next Tuesday. Councilmember Sarno asked if Council agreed on a 33% increase. He stated if they were to keep the numbers as is at a three-year rate then it would be a 33% increase each year.

Mayor Pro Tem Zamora stated he did not want to see a new general plan study because he just does not want to waste any more time. Councilmember Mora agreed with the three-year plan. He asked if the consultant could look into those businesses that currently pay two to three hundred dollars a year and will end up paying \$50,000 and repeated that he did not want to lose businesses.

Mayor Rodriguez recessed the meeting at 6:35 p.m.

Mayor Rodriguez reconvened the meeting at 6:39 p.m.

Mayor Rodriguez provided a brief summary of actions taken during the June 7 and July 5, 2022 City Council meetings regarding the pine trees on Maidstone Avenue and other directives given for tree removal in other areas. She gave a directive to bring back Item No. 9 on the July 5, 2022 Council Meeting to the council meeting schedule for July 19, 2022 for review.

Mayor Pro Tem Zamora was in agreement to bring the item back for review. Councilmember Sarno opposed the idea saying that the tree removals be guided by the tree removal policy. Director Negrete stated that the policy applies to individual trees. Councilmember Sarno added that tree removals on other streets were completed because of a CIP project where surveying was included. Councilmember Martin provided further clarification on past projects and discussion ensued amongst Council.

City Attorney Tsai reminded Council that the item is only for discussing whether to bring it back for discussion at a subsequent meeting.

Director of Public Works, Noe Negrete stated that a consultant could provide an estimated cost in about a month's time. An engineer's estimate would differ from a true cost, as the true cost would not be final until the project has gone out to bid. Council provided additional comments.

6. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 6:57 p.m.

ATTEST:

Janet Martinez
City Clerk

Annette Rodriguez
Mayor

Date



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

August 2, 2022

1. **CALL TO ORDER**

Mayor Rodriguez and Chair Jimenez called the meeting to order at 5:00 p.m.

2. **ROLL CALL**

Members present: Councilmembers Martin, Mora, Sarno, Mayor Pro Tem Zamora, Mayor Rodriguez and Commissioners Fresquez, Hernandez, Rounds, Vice Chairperson Carbajal and Chair Jimenez.

Members absent: None.

3. **PUBLIC COMMENTS**

There was no one wishing to speak during Public Comments.

CITY COUNCIL

4. **STUDY SESSION**

Targeted Zoning Ordinance Update: A presentation by the consulting firm of MIG on revising specific sections of the City's Zoning Ordinance for consistency with State Law and the recently adopted General Plan and on creating new mixed-use standards and land uses (Planning)

Recommendation:

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

Director of Planning, Wayne Morrel provided a brief presentation on Item No. 4.

Jose Rodriguez from MIG, provided an update on the housing elements for the revised General Plan. He spoke on items he would be covering in detail, and noted that at the last meeting there was a discussion of the public engagement items, development standards, modifications done on the zones, and state compliance requirements. He also mentioned that earlier in the year in February 2022 the City adopted the General Plan. At the meeting the goals were to have an update on the website, and in social media and create public engagement. He also addressed the Land Use plans that included several mixed use zones and adding the light industrial zones.

He also explained of why there is a change on the General Plan. He emphasized that the state requires the updates. He added that changes need to be made by October 15, 2022, such as changing the zoning and land use maps can meet the required RHNA numbers. The mix use zones will have tables that list the regulations which need to be updated, which will have a clear definition of what use is permitted, such as live/work unit,

transitional homes and other types of uses. These tables will be able to be used in the future and mimicked to other uses. He noted that all of them will have specific standards, which will also include graphics and standards set by mixed-used requirements. Some of these include storefront streets or pedestrian-friendly streets. These definitions will be listed on the table, which will allow the City to define where the commercial office should be and the pedestrian friendly section should be. In addition, Council will need to provide directions on drive-thru restrictions to allow or limit them. These standards will be entered in the updates.

Mr. Rodriguez highlighted another important discussion - the parking requirements. Some parking requirements can affect residential areas and other parts need to be updated based on state requirements. He noted that the last discussion with staff was discussing off-site parking and its distance requirements. The input will be needed to be updated in the plan. There will also be discussion on shared parking, reduction parking near transit stations, and to allow tandem parking stalls.

He spoke in detail of nonconforming situations after the new zoning changes. He also address that changes are needed in order to implement General Plan policy, better facilitate the reuse of existing buildings and improvements, recognize the investments owners have made, make regulations easier to understand, and provide more options to property owners impacted by fires or other disasters.

Mr. Rodriguez reminded Council of the public engagement events in June and July, as well as upcoming Joint City Council and Planning Commission Study Sessions where the public will have an opportunity to provide their input. He added that staff will be meeting with different property owners to review the proposed changes to the zones and allow them to provide their input. The goal is to have the changes ready by October 15th. There is a meeting prior to October with the Planning Commission to obtain their input and the first public hearing. The final hearing will be scheduled in October.

Councilmember Sarno inquired about mixed use zoning and how it would apply to parking usage. Would there be a minimum or maximum for land size and what are the concerns if the City does not comply with some of the uses. Mr. Rodriguez first addressed the parking concerns saying that parking will not be heavily reduced because the City is car oriented and not walking friendly. He also addressed the area by the transit location and noted there would be a slight reduction to the parking requirements or there could be an option to create a full parking requirement. He provided the example of a mixed-use parking area/structure where parking can be used for businesses during the day and for other purposes at night. He mentioned that the states requirements include housing and parking requirements where it is not a financial constraint to housing development. There is no fine if the City does not comply. Currently those standards are still being reviewed and want to make sure there is no impacts to residential or industrial use, particularly when it comes lower income housing.

Vice Chair Carbajal expressed her concerns in the area on Washington Blvd corridor and the area where the current Chris & Pitts restaurant is located, noting the parking is reduced and the area is void of adequate lighting. She stated that the City will need to focus on the parking restrictions on Broadway Ave and Washington Blvd.

Mr. Rodriguez addressed the current parking restrictions and how that will be discussed with staff to recognize the parking issues to establish whether there will be further parking restrictions to ensure that the parking is not further impacted. He also noted that the zoning for the high-density apartments located south of Washington Blvd have been addressed in the updates.

Chair Jimenez inquired whether the shared parking would conflict with residential and commercial use. Mr. Rodriguez addressed the parking concern, and noted that the parking management study will entail looking into when parking is used during and after business hours.

Mayor Pro Tem Zamora expressed that he wishes for the City not to restrict businesses on their parking – highlighting drive-thru businesses in particular – especially if there are developers that are assisting with RHNA numbers.

Commissioners Marquez asked if the City has considered underground parking. Mr. Rodriguez noted that parking has a cost and the most inexpensive parking is a surface parking lot. Therefore, the market demand in terms of study will determine what the cost would be for the parking and will determine what type parking will be available. He noted that the City will require certain land uses to allow different parking zones, and also need to reference the states requirements.

Councilmember Martin expressed concerns of meeting the October 15th deadline. Mr. Rodriguez provided information on the current status of the project and noted that the State is not likely to penalize the City if it misses the deadline by a few weeks. He said that there is some flexibility to ask for an extension. The City has the ability to update the agency and let them know there is more time required.

Commissioner Hernandez inquired whether there will be parking restrictions signage around the City. Mr. Rodriguez answered that staff will need to approve those details in the plan and can vary based on different uses. Councilmember Mora asked if the housing details incorporate home owner occupied or renter occupied. Mr. Rodriguez stated that there are no requirements, and that the State requires higher density projects to be subsidized.

5. ADJOURNMENT

Mayor Rodriguez and Chair Jimenez adjourned the meeting at 5:54 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

August 2, 2022

1. **CALL TO ORDER**

Mayor Rodriguez called the meeting to order at 6:03 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **INVOCATION**

Councilmember Martin led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Councilmember Martin led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

- The following persons spoke in person during public comment: Jennifer Rounds, Randall Courtney from DDWerks, Andy Sands from Thrifty Oil/Golden Springs, Becky Merriweather, Diego De Lame, Ronald Wilson, Leticia Vasquez, Janie Aguirre, and Patricia Kotze via Zoom.

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

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

Minutes of the July 5, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nays: None

Absent: None

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and

vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the July 5, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nays: None

Absent: None

CITY COUNCIL

8. CONSENT AGENDA

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

a. Minutes of the July 5, 2022 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 the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9811:
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. 9812:
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. Second Reading and Adoption of Ordinance No. 1123 to the Municipal Code pertaining to the unlawful possession of catalytic converters (Police Services)

Recommendation:

- Adopt 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.

- e. Approval of Volunteer Services Agreement with Horrigan Cole Enterprises, Inc. DBA Cole Vocational Services for Fiscal Years 2022-2025 (Community Services)

Recommendation:

- Approve a 3-year volunteer services agreement between the City of Santa Fe Springs and Horrigan Cole Enterprises, Inc., DBA Cole Vocational Services; and
- Authorize the City Manager to execute the services agreement.

- f. Quarterly Treasurer's Report of Investments for the Quarter Ended June 30, 2022 (Finance)

Recommendation:

- Receive and file the report.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve Item Nos. 8A through 8F, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

NEW BUSINESS

9. Resolutions Nos. 9808 and 9809 – Pertaining to the City's General Municipal Election to be held Tuesday, November 8, 2022 (City Clerk)

Recommendation:

- Adopt Resolution Nos. 9808 and 9809, which pertain to the City's General Municipal Election to be held Tuesday, November 8, 2022.

City Clerk, Janet Martinez provided a brief presentation on Item No. 9.

It was moved by Councilmember Sarno, seconded by Councilmember Martin, to approve Resolution Nos. 9808 and 9809, which pertain to the City's General Municipal Election to be held Tuesday, November 8, 2022, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

10. Resolution No. 9813 of the City of Santa Fe Springs, California Submitting a Business License Tax Measure to the Voters at the November 8, 2022 General Municipal Election and Taking Certain Related Actions (Finance)

Recommendation:

- Consider adoption of Resolution No. 9813 to submit a Business License Tax Measure to the voters at the November 8, 2022 General Municipal Election and related actions.

City Manager, Raymond Cruz provided a brief presentation on Item No. 10.

City Manager Cruz emphasized the priorities for the City and why Measure Y was proposed and passed. He noted that there are still infrastructure obligations that need to be met and require additional funding, which the proposed Business License Tax Measure would help

address.

Dennis (obtain last name) requested to postpone item.

Councilmember Martin spoke in regards to the comment that City Manager Cruz mentioned about not having comments from the businesses and Chamber of Commerce, and noted that the Chamber of Commerce is willing to accommodate the City. She expressed concerns about separate comments made by City Manager Cruz.

City Manager Cruz clarified the concerns expressed by Councilmember Martin.

Mayor Rodriguez expressed that the City has not raised business license taxes in 30 years. She noted that the City is making an effort to take the right steps to improve the quality of the City. She spoke in regards the different observations she made in the City in residential and industrial areas.

Councilmember Mora addressed the work that City staff has done. He expressed that due to the state laws restricting how local cities can tax businesses, the City had to look at alternatives such as a business license tax. He expressed his concerns from the responses from the business community whether it is a good time to move forward with this item. A recession could be around the corner and prices are going up. He noted he is a resident and a business owner, therefore he is impacted on both fronts. However, something needs to be done to make certain improvements. He expressed a possible special election.

Mayor Pro Tem Zamora inquired what it would take to conduct a special election.

Legal Counsel, Mark Mandell responded that it would require to be when a ballot has council seats up for election, which would be in this election or the subsequent election in 2024.

Councilmember Sarno noted that the City must find alternate funding methods. He asked Director of Finance, Travis Hickey what the City's reserve amount is. Director Hickey stated it is approximately \$22 million. Councilmember Sarno expressed that the City has a reserve account where money can be pulled from, and explored other methods that can be used to generate revenue. He does not agree with passing a measure to tax the businesses.

Councilmember Mora stated that he does not believe the item should be brought forward at this time.

Councilmember Martin expressed how the item can wait, despite the needs of the City. She expressed wanting to work with the business community to come to a solution that would benefit everyone.

Mayor Pro Tem Zamora noted that he recognizes that the economy is close to having a recession. He expressed how the City still needs to move forward with some type of tax, even if there are changes that need to be made in consideration of the residents. He also addressed the funds spent on polling and consultant fees that would need to be spent again should the item return in the future, and proposed a 5-year plan at 20 percent.

Councilmember Martin expressed that the information was just received and requires more time to research how the businesses and the City will benefit from the increased taxes. She proposed to place a hold on this item for the next year and use the reserve for any pending projects.

Mayor Pro Tem Zamora noted that the money that was going to be received from the proposed business tax was going to be allocated for the aquatic center project among other projects. He said that sometimes difficult decisions must be made, and reiterated that a decision should be made today as there was no guarantee that this item would be brought up in the future.

Councilmember Sarno stated that there are a lot of points he agrees with Mayor Pro Tem Zamora, but noted that there is an increased need to ask for grants from the State and Federal levels. He stated he wanted to exhaust those methods first and then bring the item back in two years.

Mayor Pro Tem Zamora spoke in regards to the reserves and noted that actions can still be taken, such as collecting no taxes within the first two years, but still approving the item so as to make use of the money already spent to plan and research.

Mr. Mandell stated that Council has the ability to adopt an ordinance to temporarily reduce the tax rate, so long as it does go higher than what the voters approve. City Attorney, Ivy M. Tsai clarified that Council would keep its existing structure and in two years increase to the levels proposed.

Mayor Rodriguez reopened public comments and the following people spoke: Wendy Meador, Randall Courtney, Mary Venegas, Chris Peeler (via Zoom), Mike Foley, Andy Sands.

Mayor Pro Tem Zamora proposed a staggered rate increase over 6 years, with 10% each year for the first two years, and then 20% every subsequent year. Councilmember Mora and Councilmember Martin made comments on different tax scenarios, followed by recommendations from City Manager Cruz that a decision must be made with enough time to consider subsequent meetings and allow for changes if necessary.

Discussion ensued amongst Council.

It was moved by Councilmember Sarno, seconded by Councilmember Martin, to not approve Resolution No. 9813, by the following vote:

Ayes: Martin, Mora, Sarno

Nayes: Zamora, Rodriguez

Absent: None

11. Consideration of Amendment Number Two to the Agreement with Sagecrest Planning + Environmental Incorporating their 2022 Fee Schedule for As-Needed Planning Services (Planning)

Recommendation:

- Approve Amendment Number Two to the Agreement with Sagecrest Planning + Environmental incorporating the 2022 fee schedule for As-

Needed Planning Services, beginning July 1, 2022;

- Authorize the Mayor or designee to execute Amendment Number Two.

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

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to approve Amendment Number Two to the Agreement with Sagecrest Planning + Environmental incorporating the 2022 fee schedule for As-Needed Planning Services, beginning July 1, 2022, and authorize the Mayor to execute Amendment Number Two, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

12. Appropriation of Funds from City's Art Public Places Fund for City's Art Education Grant Program for Fiscal Year 2022-23 (Community Services)

Recommendation:

- Approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100)
- Authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2022-2023.

Family Human Services Supervisory Ed Ramirez provided a brief presentation on Item No. 12.

Councilmember Sarno asked why the City is not solely allocating the budgeted amount towards the school activities. He recommended any City-specific events be paid for by a separate account, such as from the General Fund so the schools could be granted more money by the Heritage Arts Advisory Committee. Staff provided recommendations to accommodate Councilmember Sarno's suggestion.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to approve the appropriation of funds from the City's Art in Public Places Fund, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2022-2023 with the Council's recommended direction via midyear budget adjustment, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

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

Recommendation:

- Rescind the action taken by Council on June 21, 2022 for this purchase;
- Accept the bids attached to this report;
- Appropriate \$80,000 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 \$199,999.72 to M & M Lifts, Inc.

Director of Purchasing, Paul Martinez provided a brief presentation on Item No. 13.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to rescind the action taken by Council on June 21, 2022 for this purchase, accept the bids attached to this report, appropriate \$80,000 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 \$199,999.72 to M & M Lifts, Inc., by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

14. PRESENTATIONS

- a. Introduction of City Manager's Newly Hired Communications Specialist, Lorean Bautista (City Manager)
- b. Proclamation in Honor of American's Disability Act Month (City Manager)

15. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the Contract Cities City Managers Group will meet in Santa Fe Springs. He noted that one of the topics that was discussed at those meetings was the increase of police officers who responded to mental health calls.
- Director of Public Works, Noe Negrete provided a brief update on the Heritage Park Boxcar Restoration Update. He noted that most of the wood was not salvaged and once it is completed and painted, the project will be forwarded to the Heritage Arts Advisory Committee for mural completion. He also spoke about being a speaker at the Lake Center Middle School for a summer session to discuss an engineering program. He addressed the public comment that was made today regarding the Central Basin Water Municipal Water District board by doing his best to promote good governance.
- Director of Planning, Wayne Morrell reminded everyone of the groundbreaking ceremony for The Whole Child, which is building a housing unit to help homeless families. Lastly, he thanked Public Works and Police Services in assistance for placing no parking signs around the project area.
- Director of Police Services, Dino Torres spoke in regards to the SNT Community Block Party that took place on Saturday, July 23. He also promoted the National Night Out event that will be taking place this Friday, August 5, 2022, and Catalytic Converter event that will take place on August 13, 2022.
- Fire Chief, Brent Hayward provided an update on the Oak Fire at Mariposa County, and the McKinney Fire at Siskiyou County. He also provided information on the 2020 State Homeland Security Grant Program.
- Director of Finance, Travis Hickey spoke about the July 20th CalPERS announcement of the preliminary Net Investment Return of -6.1% for the 2021-22 Fiscal Year. City Manager Cruz provided additional comments.
- Director of Community Services, Maricela Balderas recapped the Parks and Recreation Month Celebration. She also promoted upcoming events such as the 2022 Summer Concert and Movie Series, Grandparent and Me Day, and

the Library Summer Reading Program.

16. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Martin appointed Julie Garcia to the Historical and Community Preservation Advisory Committee.

17. COUNCIL COMMENTS

Councilmember Mora thanked City staff for their work on the business license tax. He acknowledged the Grandparents and Me event and thanked staff for putting together the event.

Councilmember Martin acknowledged City staff for putting together the summer events as they come to an end. She expressed that the decisions made by Council are difficult sometimes and those are the decisions that need to be made. Lastly, she spoke about The Whole Child groundbreaking event and highlighted the uniqueness of the project.

Councilmember Sarno expressed how Council makes difficult decisions and noted that these decisions are needed in order to move the City towards the future. He highlighted the hard work of the Fire-Rescue Department which seeks grants to fund more equipment and programs.

Mayor Pro Tem Zamora welcomed Lorean Bautista to the team and acknowledged the staff and consultants for putting together all the information for the business license item. Lastly, he commended the veterans.

Mayor Rodriguez expressed how Santa Fe Springs is a strong city and acknowledged the residents. She congratulated Lorean Bautista for joining the team and thanked the consultants and staff for putting together all the information for the business license item. She thanked Police Services staff for putting together the SNT Block Party and thanked staff for the summer offerings. Lastly, she noted she would be meeting with the owner of the Promenade and invited everyone to attend and propose changes.

18. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 8:14pm.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8B

September 6, 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. 9817:
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).


Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9817

RESOLUTION NO. 9817

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 6th day of September 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8C

September 6, 2022

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9818:
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

September 6, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9818

RESOLUTION NO. 9818

**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 6th day of September 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8D

September 6, 2022

CONSENT AGENDA

Authorize the Disposal of Surplus Equipment by Way of Public Auction

RECOMMENDATION

Declare certain City property as surplus and authorize the sale by way of public auction.

BACKGROUND

City equipment, from time to time, is declared surplus due to age, cost of maintenance, having become obsolete, or some other relevant factor. The property identified in the below list is no longer serviceable or needed for City operations as they have been replaced or superseded. Disposal of said property cannot take place until formally declared surplus by City Council. Proceeds from the sale of surplus property, if any, will be applied as revenue in various department budget accounts.

Following is a detailed list of the equipment that will be sent to public auction.

- (16) Round tables
- (20) Event chairs
- (12) Various sized soccer goal posts
- Miscellaneous Fire Department gym equipment
- Various gymnastics equipment
- Office furniture – removed by the Finance remodel

FISCAL IMPACT

Proceeds from the sale of the equipment are received by the City and are recognized as applied revenue in various department budget accounts. In addition, the City no longer has to pay to maintain, store, or repair this equipment.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8E

September 6, 2022

CONSENT AGENDA

Acceptance of State Homeland Security Program (SHSP) Funds for the Purchase of Rope Rescue Equipment from Safeware, Inc

RECOMMENDATION(S)

Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$54,140.09 and authorize the purchase of Urban Search and Rescue (US&R) Rope Rescue Equipment and Components.

BACKGROUND

The 2020 State Homeland Security Program (SHSP) grant has a performance period of three years and closes for spending in March of 2023. The 2020 grant has awarded funds for the purchase of Urban Search and Rescue (US&R) Rope Rescue Equipment and Components for the Department of Fire-Rescue. The equipment purchased will be utilized for both response capabilities as well as training at the Regional Training Center for both low-angle and high-angle rescue.

Santa Fe Springs has been a State Certified "Heavy" Rescue team for over twenty years and also supports the State's Regional Task Force system by having equipment and personnel that respond with State Regional Task Force 2 (RTF2). As part of a US&R, tools and equipment are required from a list provided by the State that must meet certain standards and quantities. US&R response capabilities and training allow our personnel to effect rescues in confined spaces, trench rescue, low-angle rope rescue, high-angle rope rescue, extrication, earthquake, mudslide, and many other types of specialized rescue.

The same tools, rope, and equipment are also provided to the Rio Hondo/Santa Fe Springs Regional Training center, who instructs in the above mentioned disciplines and well as conducts mobile exercises (MOBEX) that brings together surrounding agencies and train on multi-hour rescue exercises.

Current ropes and rope rescue equipment have service life that degrades over time and use. Each time a rope is utilized in rescue or training, it is logged and inspected for safety. The last purchase of much of this equipment is over ten years ago. Along with age, technology and manufacturing has improved the safety margin of equipment and the sizes of equipment have changed, which with changed rope diameters (formerly 1/2" Static Kernmantle, to now, 8mm diameter). With this change, many components like carabineers, lowering and raising pulley systems, friction devices, and confined space rescue systems are being replaced. Rope, hardware, lowering and hoisting systems are manufactured and tested to hold thousands of pounds to ensure the highest degree of safety to rescuers and victims.



City of Santa Fe Springs

City Council Meeting

September 6, 2022

Funding for large purchases like this for US&R as well as Hazardous Materials response fall within guidelines for the Department to seek funding for these types of purchases. The State Homeland Security Program has approved funding for the purchases of all equipment listed in this agenda package. This grant is 100% fully reimbursable and the 2020 SHSP. Total award to Santa Fe Springs in the other various disciplines total over \$700,000 which help offset department expenses to keep our programs operational.

Below is a summary of the bids received for the US&R Equipment to be purchased:

<u>Vendor</u>	<u>Amount</u>
Safeware, Inc.	\$54,140.09
LN Curtis and Sons	\$60,550.73
Municipal Emergency Services	\$61,985.57

FISCAL IMPACT

The State Homeland Security Grant (SHSP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

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

Raymond R. Cruz
City Manager

Attachment(s)

Safeware, Inc. Equipment Quotation
Municipal Emergency Services Quotation
LN Curtis and Sons Equipment Quotation



QUOTATION

801 W. 116th Avenue
Ste #400
Westminster, CO 80234
303-322-3577
www.safewareinc.com

Order Number	
1920241	
Order Date	Page
08/18/2022 16:04:27	1 of 6

Quote Expires On: 09/17/2022

Bill To: **Customer ID:** 127181

City of Santa Fe Springs
Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

Ship To:

City of Santa Fe Springs
Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

562-944-9713

Requested By: Eduardo Nilo

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Rope Rescue Equipment	Oriana Ziegler	oziegler@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
John Thompson		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		CMC 721800	EA	762.50	762.50
				1.0	SKEDCO Drag-On Lift Harness	1.0		
1.00	0.00	1.00	EA		CMC 724151	EA	237.22	237.22
				1.0	PATIENT TIE-IN SYSTEM, ONE-PIECE STRETCHER	1.0		
2.00	0.00	2.00	EA		CMC 202122	EA	388.11	776.22
				1.0	Harness, ATOM Rescue, SM	1.0		
3.00	0.00	3.00	EA		CMC 202124	EA	388.11	1,164.33
				1.0	Harness, Atom Rescue, MD	1.0		
3.00	0.00	3.00	EA		CMC 202125	EA	388.11	1,164.33
				1.0	Harness, ATOM Rescue, LG	1.0		
300.00	0.00	300.00	FT		CMC 283117	FT	0.86	258.00
				1.0	ROPE, G11 LIFELINE YELLOW	1.0		
300.00	0.00	300.00	FT		CMC 283117	FT	0.86	258.00
				1.0	ROPE, G11 LIFELINE YELLOW	1.0		
300.00	0.00	300.00	FT		CMC 283111	FT	0.86	258.00
				1.0	ROPE, G11 LIFELINE ORANGE	1.0		
300.00	0.00	300.00	FT		CMC 283111	FT	0.86	258.00
				1.0	ROPE, G11 LIFELINE ORANGE	1.0		
300.00	0.00	300.00	FT		CMC 283113	FT	0.86	258.00
				1.0	ROPE, G11 LIFELINE RED	1.0		
300.00	0.00	300.00	FT		CMC 283112	FT	0.86	258.00



QUOTATION

801 W. 116th Avenue
Ste #400
Westminster, CO 80234
303-322-3577
www.safewareinc.com

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Quote Expires On: 09/17/2022

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
			1.0		ROPE, G11 LIFELINE BLUE	1.0		
200.00	0.00	200.00	FT		CMC 283112	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE BLUE	1.0		
200.00	0.00	200.00	FT		CMC 283112	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE BLUE	1.0		
200.00	0.00	200.00	FT		CMC 283111	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE ORANGE	1.0		
200.00	0.00	200.00	FT		CMC 283111	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE ORANGE	1.0		
200.00	0.00	200.00	FT		CMC 283117	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE YELLOW	1.0		
200.00	0.00	200.00	FT		CMC 283117	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE YELLOW	1.0		
200.00	0.00	200.00	FT		CMC 283113	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE RED	1.0		
200.00	0.00	200.00	FT		CMC 283113	FT	0.86	172.00
			1.0		ROPE, G11 LIFELINE RED	1.0		
100.00	0.00	100.00	FT		CMC 283113	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE RED	1.0		
100.00	0.00	100.00	FT		CMC 283113	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE RED	1.0		
100.00	0.00	100.00	FT		CMC 283113	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE RED	1.0		
100.00	0.00	100.00	FT		CMC 283117	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE YELLOW	1.0		
100.00	0.00	100.00	FT		CMC 283117	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE YELLOW	1.0		
100.00	0.00	100.00	FT		CMC 283112	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE BLUE	1.0		
100.00	0.00	100.00	FT		CMC 283112	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE BLUE	1.0		
100.00	0.00	100.00	FT		CMC 283111	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE ORANGE	1.0		
100.00	0.00	100.00	FT		CMC 283111	FT	0.86	86.00
			1.0		ROPE, G11 LIFELINE ORANGE	1.0		
24.00	0.00	24.00	EA		CMC 293083	EA	15.56	373.44
			1.0		Bound Loop Prusik 18 inch 8MM Red CMC	1.0		



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Quote Expires On: 09/17/2022

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
					Sewn bound loop Prusik offers performance equivalent to a tied Prusik loop, Sewn terminations are covered with durable clear shrink tubing			
24.00	0.00	24.00	EA	1.0	CMC 293086 Bound Loop Prusik 25 inch 8MM Green CMC Sewn bound loop Prusik offers performance equivalent to a tied Prusik loop, Sewn terminations are covered with durable clear shrink tubing	EA 1.0	15.56	373.44
6.00	0.00	6.00	EA	1.0	CMC 441102 RigTech Pack, Heavy Duty, Blue 22" L X 18" W X 8" D, 42L capacity	EA 1.0	193.67	1,162.02
6.00	0.00	6.00	EA	1.0	CMC 441103 Rigtech Pack, Red	EA 1.0	193.67	1,162.02
1.00	0.00	1.00	EA	1.0	CMC 727300 Arizona Vortex (Brite) w/feet Complete kit	EA 1.0	4,440.00	4,440.00
					Item Note: Complete with: 2-Piece Head Set, Head Set Pulley Wheel, Head Pins (4), Inner Legs (3), Outer Legs (7), Leg/Foot Pins (17), Flat (Omni) Feet (3), Raptor (Claw) Feet (3), Orange Pin Flags (21), Adjustable Hobble Straps (3), 8mm Tether Cord (40ft), User Manual, Vortex Bag System, RigTech Pack, Leg Bags with Shoulder Straps (2), Foot Set Sleeves (2), Pin Storage Bag			
1.00	0.00	1.00	EA	1.0	CMC 727115 Arizona Vortex, Leg Bag	EA 1.0	120.00	120.00
2.00	0.00	2.00	EA	1.0	CMC 500103 SYSTEM, ACCESS PULLEY, CMC	EA 1.0	1,219.17	2,438.34
12.00	0.00	12.00	EA	1.0	CMC 335011 Harken Clutch	EA 1.0	582.50	6,990.00
110.00	0.00	110.00	EA	1.0	CMC 300221 CMC PROSERIES ALUM LOCKING D CARABINER SCREW-LOCK GATE BRITE FINISH UL CLASSIFIED TO NFPA 1983 -GENERAL USE- 1in GATE OPENING	EA 1.0	36.56	4,021.60
10.00	0.00	10.00	EA	1.0	CMC 500104 CMC Aztek Pro System	EA 1.0	395.00	3,950.00
12.00	0.00	12.00	EA		CMC 300438	EA	143.89	1,726.68



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Quote Expires On: 09/17/2022

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
1.0					PULLEY, SWIVEL DOUBLE, 2.0" CMC (AL)	1.0		
32.00	0.00	32.00	EA	1.0	CMC 300437	EA	97.22	3,111.04
1.0					PULLEY, PMP SWIVEL, 2.0" CMC (AL)	1.0		
12.00	0.00	12.00	EA	1.0	CMC 300435	EA	91.78	1,101.36
1.0					Pulley, PMP Swivelbiner, 1.1"	1.0		
12.00	0.00	12.00	EA	1.0	CMC 300721	EA	65.72	788.64
1.0					SWIVELS	1.0		
4.00	0.00	4.00	EA	1.0	CMC 300391	EA	219.33	877.32
1.0					Pulley,Kootenay Ultra, Org	1.0		
4.00	0.00	4.00	EA	1.0	CMC 341103	EA	82.50	330.00
1.0					Ascender, Red	1.0		
2.00	0.00	2.00	EA	1.0	CMC 301010	EA	162.56	325.12
1.0					LANYARD, BYPASS, CMC	1.0		
12.00	0.00	12.00	EA	1.0	CMC 300610	EA	52.11	625.32
1.0					Aluminum Anchor Plate Red CMC	1.0		
					Anchor Plates keep the carabiners holding the different parts of your rescue system from jamming together, Hole diameters small–7/8 inch, large–2 inch			
8.00	0.00	8.00	EA	1.0	CMC 294019	EA	55.22	441.76
1.0					Edge Pad X-Large 58X34 CMC	1.0		
					Heavy duty edge pad, 24 oz canvas, Corner grommets allow for anchoring in place when needed, Offset grommets, allowing overlap when joining pads to extend coverage			
12.00	0.00	12.00	EA	1.0	CMC 294042	EA	81.67	980.04
1.0					Edge Protector Ultra Pro 2 CMC	1.0		
					Ultra-Pro is lighter and easier to transport than edge rollers, Conforms to the edge, and prevents sharp bends in the rope, Ultra Pro 2 is for two ropes, Carabiner holes in all four corners			
2.00	0.00	2.00	EA	1.0	CMC 300750	EA	715.56	1,431.12
1.0					Enforcer Load Cell Kit	1.0		
9.00	0.00	9.00	EA	1.0	CMC 430103	EA	48.22	433.98
1.0					Red Rope Bag	1.0		
8.00	0.00	8.00	EA	1.0	CMC 430202	EA	69.22	553.76
1.0					2 ROPE BAG- BLUE	1.0		
6.00	0.00	6.00	EA	1.0	CMC 430301	EA	73.11	438.66
1.0					ROPE BAG #3 ORANGE	1.0		



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Quote Expires On: 09/17/2022

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
4.00	0.00	4.00	EA		PET B071BA00	EA	199.97	799.88
				1.0	Petzl ASAP LOCK Mobile fall arrester with locking function	1.0		
4.00	0.00	4.00	EA		PET L071CB00	EA	37.30	149.20
				1.0	ASAP SORBER AXESS energy absorber for ASAP/LOCK (sold without CAPTIV), can be used for loads up to 250kg	1.0		
2.00	0.00	2.00	EA		CMC 201107	EA	123.67	247.34
				1.0	Pick Off Strap Fastlink 50 inch Blue Two carabiners directly into the strap, Mil spec web and adjuster hardware as our original Pick-Off Strap, Two ProTech Auto-Lock Carabiners with keeper pins are UL Classified to NFPA 1983 – Light Use	1.0		
12.00	0.00	12.00	EA		CMC 201064	EA	99.56	1,194.72
				1.0	Anchor Strap Fastlink 7 ft Blue LG Anchor straps w/D-rings on ends, Wrap the strap around the anchor point and clip the integrated ProTech Auto-Lock Carabiner into the included 12 mm Delta Quick Link	1.0		
12.00	0.00	12.00	EA		CMC 294034	EA	35.78	429.36
				1.0	Anchor Strap Sleeve LG Black CMC Duck canvas and a layer of Shelter Rite vinyl, Anchor Strap Sleeves protect anchor straps from the elements and surface abrasion, Pull string installation feature, Anchor Strap not included	1.0		
2.00	0.00	2.00	EA		CMC 343059	EA	88.33	176.66
				1.0	RH Climb Tech Quick Roll Ascenders Right Handed Grip-Orange CLIMBING TECHNOLOGY QUICK ROLL ASCENDERS	1.0		
1.00	0.00	1.00	EA		OMNIA POP	EA	0.00	0.00
				1.0	OMNIA Contract #159469 Lead Agency: Port of Portland Public Safety, Emergency Preparedness, Safety Equipment and Solutions April 1, 2021 - April 1, 2026 Standard freight PAID, all HAZMAT/expedited freight billed. *Register with OMNIA at www.omniapartners.com/publicsector	1.0		



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Quantities					Item ID	Pricing	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	UOM Unit Size		

Total Lines: 59

SUB-TOTAL: 48,995.42

TAX: 5,144.67

AMOUNT DUE: 54,140.09

Actual freight added per freight terms



4343 Viewridge Ave.
Suite A
San Diego, CA 92123

Quote

Quote # QT1606145
Date 08/03/2022
Expires 08/18/2022
Sales Rep Meyer, Lisa
Shipping Method FedEx Ground
Customer SANTA FE SPRINGS FD
Customer # C57107

Bill To

BATTALION CHIEF ED NILO
SANTA FE SPRINGS FD
11300 GREENSTONE AVE.
SANTA FE SPRINGS CA 90670
United States

Ship To

BATTALION CHIEF ED NILO
SANTA FE SPRINGS FD
11300 GREENSTONE AVE.
SANTA FE SPRINGS CA 90670
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
721800			CMC HARNESS DRAG-N-LIFT	1	\$869.77	\$869.77
724151			PATIENT TIE-IN SYS, 1-PC STRETCHER	1	\$290.87	\$290.87
202122			HARNESS, ATOM RESCUE, Small	2	\$472.67	\$945.34
202124			HARNESS, ATOM RESCUE, Medium	3	\$475.89	\$1,427.67
202125			HARNESS, ATOM RESCUE, Large	3	\$475.89	\$1,427.67
283117			ROPE, G11 LIFELINE YELLOW, CMC	2	\$1.12	\$2.24
283111			ROPE, G11 LIFELINE ORANGE, CMC	2	\$1.12	\$2.24
283113			ROPE, G11 LIFELINE RED, CMC	3	\$1.12	\$3.36
283112			ROPE, G11 LIFELINE BLUE, CMC	1	\$1.12	\$1.12
283112			ROPE, G11 LIFELINE BLUE, CMC	2	\$1.12	\$2.24
283111			ROPE, G11 LIFELINE ORANGE, CMC	2	\$1.12	\$2.24
283117			ROPE, G11 LIFELINE YELLOW, CMC	2	\$1.12	\$2.24
283113			ROPE, G11 LIFELINE RED, CMC	2	\$1.12	\$2.24
283113			ROPE, G11 LIFELINE RED, CMC	3	\$1.12	\$3.36
283117			ROPE, G11 LIFELINE YELLOW, CMC	2	\$1.12	\$2.24
283112			ROPE, G11 LIFELINE BLUE, CMC	2	\$1.12	\$2.24
283111			ROPE, G11 LIFELINE ORANGE, CMC	2	\$1.12	\$2.24
293083			Sewn-Loop Prusiks 8mm Cord - 18in Red	24	\$18.94	\$454.56
293086			Sewn-Loop Prusiks 8mm Cord - 25in Green	24	\$18.94	\$454.56
441102			PACK, RIGTECH, BLUE, CMC	6	\$232.71	\$1,396.26
441103-01			Rigtech Pack	6	\$232.71	\$1,396.26
727400			AZORP Kit Arizona Vortex	1	\$549.21	\$549.21
335011			CLUTCH, 11MM, CMC	15	\$664.45	\$9,966.75
300221			ProSeries® Aluminum Key-Lock Carabiners	110	\$42.78	\$4,705.80
500104			Aztek Pro System, CMC	10	\$450.57	\$4,505.70
300721			SWIVEL, CMC RESCUE	12	\$80.04	\$960.48
300391			Pulley Kootenay Ultra Orange CMC	4	\$267.12	\$1,068.48
341103			Ascender, Red	4	\$94.11	\$376.44
301010			Lanyard, Tower Bypass, CMC	2	\$197.97	\$395.94
300610			ANCHOR PLATE, CMC NFPA, ALUM, RED	12	\$63.46	\$761.52
294019			Edge Pad XL CMC	8	\$67.25	\$538.00
300610			ANCHOR PLATE, CMC NFPA, ALUM, RED	12	\$63.46	\$761.52
300750			CMC Enforcer	2	\$871.45	\$1,742.90
430203			CMC Rescue Rope Bag #2 - Red	9	\$84.30	\$758.70



QT1606145



4343 Viewridge Ave.
Suite A
San Diego, CA 92123

Quote

Quote #

QT1606145

Date

08/03/2022

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
430202			CMC Rescue Rope Bag #2 - Blue	8	\$84.30	\$674.40
430301			CMC Rescue Rope Bag #3 - Orange	6	\$89.04	\$534.24
727300			Arizona Vortex 2 Multipod	1	\$4,855.41	\$4,855.41
CMC Rescue Equip	PART # 300438		PART # 300438 Custom CMC Rescue Equipment PULLEY, PROSWIVEL 2.0", PMP, DOUBLE, CMC	12	\$176.43	\$2,117.16
CMC Rescue Equip	PART # 300437		PART # 300437 Custom CMC Rescue Equipment PULLEY, PROSWIVEL 2.0", PMP, CMC	32	\$118.40	\$3,788.80
CMC Rescue Equip	PART # 300435		PART # 300435 Custom CMC Rescue Equipment PULLEY, PROSWIVEL SWIVABINER 1.1", PMP, CMC	12	\$111.77	\$1,341.24
CMC Rescue Equip	PART # 500103		PART # 500103 Custom CMC Rescue Equipment SYSTEM, CSR2 PULLEY, 11 MM CMC	2	\$1,390.68	\$2,781.36
B071BA00			ASAP LOCK mobile fall arrester with locking function, ANSI	4	\$281.64	\$1,126.56
L071CB00			ASAP'SORBER AXESS energy absorber for ASAP/LOCK (sold without CAPTIV), can be used for loads up to 250kg	4	\$52.54	\$210.16
201107			CMC Fastlink Pick-Off Strap	1	\$159.00	\$159.00
201064			Strap, Fastlink Anchor LG	12	\$121.24	\$1,454.88
294034			Sleeve, Anchor Strap, Large, CMC	12	\$43.57	\$522.84
CMC Rescue Equip	PART # 343059		PART # 343059 Custom CMC Rescue Equipment ASCENDER, QUICK ROLL RIGHT, CT	2	\$102.05	\$204.10

To place an order please contact Lisa Meyer at (951) 903-3749.
Thank you for doing business with MES!

Subtotal	\$55,552.55
Shipping Cost	\$600.00
Tax Total	\$5,833.02
Total	\$61,985.57

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1606145

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 234564

Quotation

CUSTOMER:

Santa Fe Springs City Fire
 Department
 11300 Greenstone Avenue
 Santa Fe Springs CA 90670

SHIP TO:

Santa Fe Springs City Fire
 Department
 11300 Greenstone Avenue
 Santa Fe Springs CA 90670

QUOTATION NO.

234564

ISSUED DATE

08/16/2022

EXPIRATION DATE

09/15/2022

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
 760-250-1180

CUSTOMER SERVICE REP

Ken Perry
kperry@lncurtis.com
 510-268-3326

REQUISITION NO.
REQUESTING PARTY

CH. NILO

CUSTOMER NO.

C36268

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

FTSP

SHIP VIA

Standard Shipping

DELIVERY REQ. BY
NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	721800 CMC	Drag-N-Lift Harness	\$823.50	\$823.50
2	1	EA	724151 CMC	Patient Tie-In System One-Piece Stretcher	\$274.50	\$274.50
3	2	EA	202122 CMC	Small Red/Black Atom Rescue Harness	\$425.75	\$851.50
4	3	EA	202124 CMC	Medium Red/Black Atom Rescue Harness	\$425.75	\$1,277.25

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Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 234564

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	3	EA	202125 CMC	Large Red/ Black Atom Rescue Harness	\$425.75	\$1,277.25
6	600	FT	283117 CMC	Yellow/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-300' LENGTHS	\$1.01	\$606.00
7	600	FT	283111 CMC	Orange/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-300' LENGTHS	\$1.01	\$606.00
8	300	FT	283113 CMC	Red/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 1-300' LENGTH	\$1.01	\$303.00
9	300	FT	283112 CMC	Blue/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 1-300' LENGTHS	\$1.01	\$303.00
10	400	FT	283112 CMC	Blue/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-200' LENGTHS	\$1.01	\$404.00
11	400	FT	283111 CMC	Orange/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-200' LENGTHS	\$1.01	\$404.00

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 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 234564

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12	400	FT	283117 CMC	Yellow/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-200' LENGTHS	\$1.01	\$404.00
13	400	FT	283113 CMC	Red/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-200' LENGTHS	\$1.01	\$404.00
14	300	FT	283113 CMC	Red/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 3-100' LENGTHS	\$1.01	\$303.00
15	200	FT	283117 CMC	Yellow/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-100' LENGTHS	\$1.01	\$202.00
16	200	FT	283112 CMC	Blue/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-100' LENGTHS	\$1.01	\$202.00
17	200	FT	283111 CMC	Orange/Gray G11 G-Rated 11Mm Lifeline Rope * General Use NFPA Rated 2-100' LENGTHS	\$1.01	\$202.00
18	24	EA	293083 CMC	Prusik Sewn Loop, Red 8Mm, Short	\$18.00	\$432.00
19	24	EA	293086 CMC	Prusik Sewn Loop, Gre 8Mm, Long	\$18.00	\$432.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	6	EA	441102 CMC	Navy Blue Rigtech Pack	\$213.00	\$1,278.00
21	6	EA	441103 CMC	Red Rigtech Pack	\$213.00	\$1,278.00
22	1	EA	727300 CMC	Arizona Vortex Tripod Kit, Includes: 1 - 2-Piece Head Set 1 - Head Set Pulley Wheel 4 - Head Set Pins 3 - Inner Legs 7 - Outer Legs 17 - Leg/Foot Pins 3 - Flat (Omni) Feet 3 - Raptor (Claw) Feet 21 - Orange Pin Flags 3 - Adjustable Hobble Straps 1 - 8mm Safety Tether Cord, 40' Length 1 - User's Manual Vortex Bag System Consists of; 1 - RigTech Pack 2 - Leg Bags with Shoulder Straps 2 - Foot Set Sleeves 1- Pin Storage Bag	\$4,745.25	\$4,745.25
23	1	EA	727115 CMC	Arizona Vortex, Leg Bag	\$128.25	\$128.25
24	2	EA	500103 CMC	Access Pulley System, Consisting of: 7/16" 1X200' Static-Pro Lifeline 1 - Access Pulley 1 - Access Double Pulley 2 - ProSeries Alum Manual-Lock Carabiner 1 - #2 Rope Bag	\$1,316.70	\$2,633.40
25	12	EA	335011 CMC	11mm Clutch	\$629.10	\$7,549.20

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com
 Quotation No. 234564

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
26	110	EA	300221 CMC	Proseries Brite Aluminum Screw-Lock D Carabiner	\$40.00	\$4,400.00
27	10	EA	500104 CMC	System Aztek ProSeries	\$426.60	\$4,266.00
28	12	EA	300438 CMC	2.0" PMP Double Swivel Pulley	\$157.00	\$1,884.00
29	32	EA	300437 CMC	2" PMP Single Swivel Pulley	\$106.75	\$3,416.00
30	12	EA	300435 CMC	1.1" PMP Swivabiner Pulley	\$106.20	\$1,274.40
31	12	EA	300721 CMC	Sand/Slate Rescue Swivel	\$76.05	\$912.60
32	4	EA	300391 CMC	Pulley Kootenay Ultra, Orange	\$241.00	\$964.00
33	4	EA	341103 CMC	Red Ascender	\$89.10	\$356.40
34	2	EA	301010 CMC	28" Rescue Bypass Lanyard- Aluminum Snap Hook	\$188.10	\$376.20
35	12	EA	300610 CMC	Red Aluminum Anchor Plate	\$57.25	\$687.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
36	8	EA	294019 CMC	XLarge Edge Pad	\$60.65	\$485.20
37	12	EA	294042 CMC	16X6" Ultra Pro 2 Edge Protector	\$94.50	\$1,134.00
38	2	EA	300750 CMC	Enforcer Load Cell Kit UL Certified To NFPA	\$785.50	\$1,571.00
39	9	EA	430103 CMC	Red #1 Rope Bag. * Capacity = 50 - 120' 1/2" Rope	\$55.80	\$502.20
40	8	EA	430202 CMC	Blue #2 Rope Bag * Capacity = 150 - 200' 1/2" Rope	\$80.10	\$640.80
41	6	EA	430301 CMC	Orange #3 Rope Bag * Capacity = 250 - 300' 1/2" Rope	\$84.60	\$507.60
42	4	EA	B071BA00 PETZL	Asap Lock Mobile Fall Arrester With Locking Function, Ansi	\$299.95	\$1,199.80
43	4	EA	L071CB00 PETZL	Asap'Sorber Axxess Energy Absorber For Asap/Lock, Sold Without Captiv	\$55.95	\$223.80
44	2	EA	201107 CMC	Fastlink Pick-Off Strap	\$143.10	\$286.20
45	12	EA	201064 CMC	Strap Fastlink Anchor, Large	\$115.20	\$1,382.40

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
46	12	EA	294034 CMC	Large Black Anchor Strap Sleeve	\$41.40	\$496.80
47	2	EA	343059 CMC	Climbing Technology Quick Roll Ascenders, Right-Handed Grip, Orange	\$95.40	\$190.80

Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 09/15/2022. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$54,480.30
Tax Total	\$5,720.43
Transportation	\$350.00
Total	\$60,550.73

[View Terms of Sale and Return Policy](#)



CONSENT AGENDA

Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of Two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty

RECOMMENDATION(S)

Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$57,452.57 and authorize the purchase of two (2) Drager X-AM 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty from Safe Environment Engineering.

BACKGROUND

The 2020 State Homeland Security Program (SHSP) has a performance period of three years and closes for spending in March of 2023. The 2020 grant has awarded funds for the purchase of two (2) Drager X-AM 8000 Multi-Gas Monitors, ancillary equipment and extended warranty for the Department of Fire-Rescue, specifically for their State "Type-1" Hazardous Material Team. The monitor will be utilized for both response capabilities as well as training at the Regional Training Center for Hazardous Materials Specialist training.

The X-AM 8000 Multi-Gas monitor is utilized to analyze and measure specific gasses that are programmed into the monitor. Hazardous materials monitoring is conducted on all responses and beyond chemicals, biological hazards and other releases, the atmosphere the responders are working in must be evaluated for safety. The device can be handheld or set out where an area needs to be monitored, and results (including alarms) are transmitted via blue-tooth technology. The unit can measure up to 7 different toxic gasses simultaneously, has intuitive charging, is rugged but also has technology to notify if it has been subject to mechanical falls. The units come with extended service and 3-year warranty, five (5) years of Smart LINC view and cloud service, specialized particulate monitoring capability, charging dock and carrying cradles, isobutylene sensors, and other ancillary equipment. Training for Santa Fe Springs Fire Rescue personnel are included in the total purchase price.

The State Homeland Security Grant Program (SHSP) awarded the funds to the Department of Fire Rescue in order for the Department to maintain their Hazardous Materials Type-1 status with the State. The Drager X-Am 8000 monitor meets all State requirements for a Type-1 Hazardous Materials Team.



City of Santa Fe Springs

City Council Meeting

September 6, 2020

Safe Environment Engineering is a sole-source provider for this device to all Fire, Police, and Environmental Health agencies in the State of California. Their service includes any and all system upgrade or trade-in offers, 24/7 support, product warranty, user specific training, and any future services to be performed by these devices. A sole source letter from Safe Environment Engineering is attached.

Vendor

Safe Environment Engineering

Amount

\$57,452.57

FISCAL IMPACT

The State Homeland Security Program (SHSP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

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

Raymond R. Cruz
City Manager

Attachment(s)

Safe Environment Engineering Quote
Safe Environment Engineering Sole Source Letter
Drager Product capabilities brochure



Safe Environment Engineering

28320 Constellation Road

Valencia, CA 91355

Quote # : 72622DML2B

Date: 7/26/2022

Phone: 661.295.5500

Terms: NET 30
Valid: 90 Days
FOB: Valencia, CA
Delivery: TBD at time of order
Warranty: 1 Year unless otherwise stated
Rep: David Lamensdorf

Chris Shields
Santa Fe Springs Fire Department
Santa Fe Springs, CA

Phone: (562) 944-9713
Cell: (909) 224-2157
E-mail: Chris.shields@santafesprings.org

Line #	Description	Part #	Qty.	Price (ea)	Extension
	Multi-Gas Meter				
1	X-am 8000 w/Pump for X-site 3yr Wty. 6813210 XXS-EC-CO 3yr Wty, 6811525 XXS-EC-H2S 3yr Wty, 6810881 XXS-ECO2 3yr Wty	J6404162400	2	\$ 3,684.80	\$ 7,369.60
	Remote Monitoring (Option)				
2	Smart LINC 5 Years Service, MultiMeterViewer & Cloud Service	AD20524168	1	\$ 7,098.24	\$ 7,098.24
	Area Monitoring (Option)				
3	X-site Live with 5 Year FirstNet Service: (Case, SmartLINC, AccuRad). Includes cloud server, MultiMeterViewer software and Smart LINC upgrades at the end of year 2 & 4. Case & Smart LINC warranty 3 years. AccuRad warranty 1 year. No reoccurring license fee.	NA10994	2	\$ 12,401.00	\$ 24,802.00
4	TSI Particulate Monitor	AM520	2	\$ 4,995.00	\$ 9,990.00
5	BlueLINC for TSI Particulate Monitor	AD2043717B	2	\$ 189.28	\$ 378.56
5	Calibration Accessories				
6	Draeger X-dock Module X-am 3500/8000 Cradle module for one instrument of the Draeger X-am 3500/8000	8321893	1	\$ 1,430.55	\$ 1,430.55
7	Pressure Regulator Dräger X-Dock	8324250	1	\$ 650.25	\$ 650.25
8	Sampling hose, Tygon Tubing, PTFE lined, 5 ft (reactive gas)	4594118	1	\$ 54.00	\$ 54.00
9	isobutylene (C ₄ H ₈) 5 ppm	3700261	1	\$ 179.35	\$ 179.35
				SUBTOTAL	\$ 51,952.55
				Sales Tax	\$ 5,455.02
				Shipping	\$ 45.00
				TOTAL	\$ 57,452.57

Should you have any questions regarding this quotation, please contact David Lamensdorf at (661) 295-5500 or via email at davidl@safeenv.com

Thank you for your business.



Safe Environment Engineering

July 26, 2022

Chris Shields
Santa Fe Springs Fire Department
11300 Greenstone Ave.
Santa Fe Springs, CA 90670

RE: Sole Source Letter

Dear Mr. Shields,

The following information is provided to assist you in confirming that Safe Environment Engineering manufactures the only interoperability system that interfaces with commercially off the shelf technology (COTS) for detecting Chemical, Radiological, and Biological materials. This interface is proprietary to the X-site Live Area Monitor inclusive of the Smart LINC which allows data to be wirelessly transmitted from a multipurpose hand-held chemical and radiological through a Bluetooth enabled Smart Lifeline Interoperable Network Communicator (LINC) back to a remote server and locations such as Cobb County Fire Department. This level of integration includes the X-site Live Area Monitor kit, which incorporates a Smart LINC, multi gas monitor, radiation detector and 5 years of Internet service within a rugged case.

Safe Environment Engineering manufactures the X-site system for Draeger Safety and is also an authorized Draeger Distributor.

The X-site system unitizes Safe Environments proprietary software to provide a point of data fusion from the remote monitoring activities into commercially off the shelf software systems which provides tactical information to improve incident knowledge. Safe Environment is the sole manufacturer and the authorized Draeger distributor of the X-site system. This systems integration package is built according to Patent # 10/215,690 docket DEO23 filed 8/9/02.

The features that make up the whole of the X-site system are not available on any other commercially available hardware or software system.

Respectfully,

David Lamensdorf
President / CEO
Safe Environment Engineering

**28474 Westinghouse Place
Valencia, CA 91355
(661) 295-5500 • (661) 294-9246 Fax
www.safeenv.com • info@safeenv.com**

Dräger X-am® 8000 Multi-Gas Detector

Clearance measurement was never this easy and convenient:
The 1 to 7 gas detector detects toxic and flammable gases as well as vapours and oxygen all at once – either in pump or diffusion mode.
Innovative signalling design and handy assistant functions ensure complete safety throughout the process.

Switch easily between pump and diffusion mode

Impact detection informs you to severe mechanical stresses

Assistants for clearance measurement, leak detection, sensor selection and benzene-specific testing with the PID (pre-tube)

Optional **Bluetooth®** module to connect with the CSE Connect app for Android and iOS

Glowing green D-Light (optional) indicates: tested and ready for use

Five slots for DrägerSensors® to measure up to seven gases, two high-performance PID sensors

Easy-to-read colour display with zoom function

Inductive charging



D-24010-2020

Bluetooth® is a registered trademark of Bluetooth SIG, Inc.

Benefits

Multi-gas detector

- 1- to 7 gas detection device
 - for clearance measurement
 - detection of toxic and combustible gases as well as vapours and oxygen
-

Specially designed for use with a pump, optimised for clearance measurement

The Dräger X-am® 8000 is equipped with a very powerful pump. It can be connected with hoses of up to 45 metres in length. A pump adapter makes it easy to switch between diffusion and pump mode at any time. This means the pump is only operated when you actually need it. That saves energy, reduces wear and tear, and thereby extends the lifespan of the pump.

Handy and durable, the Dräger X-am® 8000 is intuitive to operate single-handedly using three function keys. The easy-to-read colour display clearly lays out all the information for you.

The multi-gas detector also features advanced software functions including change of measurement gas for PID, CatEx and IR sensor during operation. This is based on an on-board library and a comfortable assistant to hide unused sensor channels to adapt the instrument flexible to the measurement task.

Standard accessories include a sturdy shoulder strap, so you can comfortably carry the X-am 8000. Thanks to its compact and robust construction, the device can withstand even the harshest conditions.

Clearance measurement, release and documentation in no time

The X-am 8000 effectively supports various applications with specially developed assistant functions that guide you through each process step by step. During clearance measurement, for example, the smart assistant calculates the necessary flooding time for the device and probe (FKM hose) based on parameters such as measuring gases, temperature limits, and the indicated hose length. Additionally, customer defined flooding times are also possible.

When monitoring for possibly high methane concentrations, an optional automatic measurement range switch makes it easier to take a reading: if the Cat-Ex sensor measures values above 100% LEL, the display switches to the range of 0 to 100 vol%. A similar function to measure in % LEL and vol% simultaneously is also available for the IR EX ES sensor.

An additional useful tool is CSE Connect. It combines an app, specially designed for the X-am 8000, with a cloud-computing solution. Measuring jobs can be quickly and easily transferred to the app using an online application. An optional Bluetooth® module in the Dräger X-am 8000 enables measured values to be transferred automatically to the CSE Connect app. You can also easily and conveniently use the app to create measurement reports. This saves time and helps you manage your measuring tasks during clearance measurements more efficiently.

Benefits

Clear signalling design

The signal system of the Dräger X-am 8000 is based on a clear colour code, in accordance with the requirements of the EN 60079-29-1, EN 45544-1 and EN 50104:

- Red light = gas alarm
- Yellow light = device-related alarm, e.g. low battery
- Green light = device is ready for use

The green glow of the D-Light allows you to see from a distance whether the device has been properly tested and is ready for use.

In case of an alarm, the X-am 8000 alerts you with colourful alarm LEDs, a loud horn (100 dB(A) at a distance of 30 cm), and clearly palpable vibration. Optionally, four preset hazard symbols are available for the display which explicitly indicate the presence of explosive or toxic gas hazards, for example. This allows the user to easily recognise the type of hazard based purely on the symbol displayed.

The X-am 8000 is equipped with an impact detection system. The event report indicates whenever severe mechanical impacts have occurred that might result in functional impairments of the device or the sensors. These are also documented in the data logger. With this information, a device attendant can specifically check the device. As an option the instrument can be locked after a detected impact as well.

Economical Fleet Management

Bump test and calibration are carried out simply and quickly using the Dräger X-dock® calibrating station. Its low test gas consumption keeps operating costs to a minimum.

Its reporting function and numerous other useful features make the X-dock Manager PC software a smart addition to any fleet management operation. To identify the devices in the fleet, you can either use tried and tested barcodes or an integrated RFID transponder.

Specialist for high and low hydrocarbon concentrations

To measure hard-to-detect hydrocarbons, you can fit the Dräger X-am 8000 with one of two high-performance PID sensors. The PID HC covers a measurement range of 0 to 2,000 ppm (Isobutene). The PID LC ppb is particularly suited for a measurement range of 0 to 10 ppm (Isobutene) with a high resolution in the range below 1 ppm.

For benzene-specific measurements, the X-am 8000 can be used with a pre-tube. The advantage: you only need one measuring device for this application, which significantly reduces the costs of purchasing, maintaining and transporting devices in use. The use of the pre-tubes is supported by a built-in assistant.

Benefits

Inductive charging protects against wear and tear

The X-am 8000 features inductive charging. This makes it easier to operate and increases the lifespan of the device. Issues like corrosion and contact problems in the charging cradle are a thing of the past. You can charge (outside of explosion-hazard zones) and measure at once, e.g, when in use inside vehicles or on machinery.

The charging cradle can connect with one another, taking up minimal space, and are compatible with existing Dräger X-am® series cradles.

Details



D-6494-2017

Shoulder strap



D-14324-2017

Pump adapter



D-6553-2017

Pre-tube holder

Comparison of Dräger X-am® 3500 and Dräger X-am® 8000

Features	Dräger X-am® 3500	Dräger X-am® 8000
Number of measuring gases	1 to 4	1 to 7
Internal pump, activation with pump adapter	Yes	Yes, optional
Inductive charging	Yes	Yes
Customer-specific settings when ordering	No	Yes
Shoulder strap included as standard	No	Yes
Catalytic bead sensor DrägerSensor® CatEx 125 PR	Yes	Yes, configurable
Electrochemical (EC) DrägerSensors®: XXS O ₂ , XXS CO LC, XXS H ₂ S LC, XXS NO ₂ , XXS SO ₂	Yes	Yes, configurable
Electrochemical (EC) DrägerSensors®: other sensors/special gases	No	Yes, configurable
Infrared (IR ES) DrägerSensors® Dual IR Ex/CO ₂ (HC), IR-Ex, IR-CO ₂	No	Yes, configurable
IR Ex Sensor: 2 gases/measurement ranges configurable	No	Yes, configurable
Photoionisation detector (PID) DrägerSensors®: PID HC, PID LC ppb	No	Yes, configurable
Automatic measurement range switching for the catalytic bead sensor, catalytic bead sensor, measuring gas: methane	No	Yes, configurable
Assistant: Confined Space, Leak Search, Sensor Selection, Benzene/Pre-Tube	No	Yes, only when a pump is installed
Toxic Twins: CO and HCN signal processing	No	Yes
Bluetooth® ¹	No	Option

¹ Bluetooth® is a registered trademark of Bluetooth SIG, Inc.

Dräger offers two different multi-gas detection devices with internal pump: Dräger X-am® 8000 and Dräger X-am® 3500. The different features of both devices are summarised in the table above.

Accessories

D-6545-2017

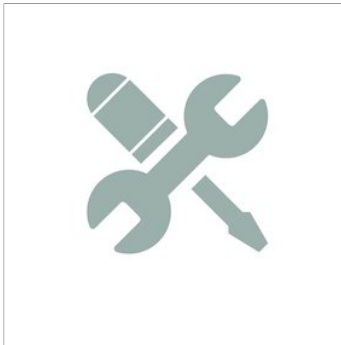


Pedestal

To stand the device upright for area monitoring. The pedestal can be used with or without a shoulder strap.

Services

D-2331-2016



Product Service

Our product service provides support with different service packages – in our workshops or directly on your premises. Care, maintenance and servicing are crucial for safety and reliability – but careful maintenance and care are a must, even when it comes to commercial considerations. Preventive checks, ongoing care and use of original replacement parts improve the longevity of your investment.

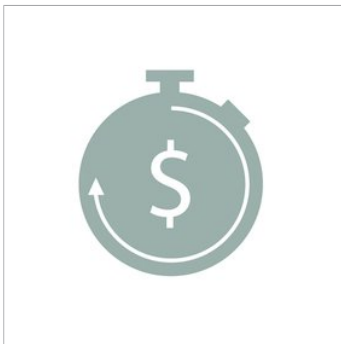
D-2335-2016



Training

The Dräger Academy has shared its solid, practical knowledge for over 40 years. We hold more than 2,400 training courses each year, on a range of over 600 topics, with more than 110 authorised trainers. We equip your staff with practical knowledge and ensure that what they learn can be applied effectively, both day-to-day and, more importantly, whenever critical situations occur. We will be pleased to develop a customised training programme for you.

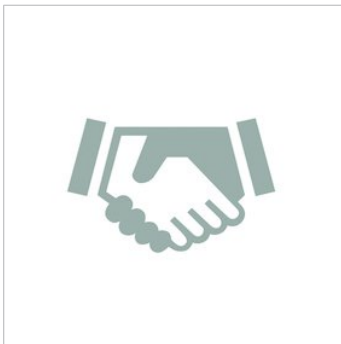
D-2330-2016



Rental Service

From bridging a temporary shortage of equipment to procuring special equipment for applications involving specific requirements: If you only need to cover a temporary higher demand, then DrägerRental Service with over 65,000 pieces of rental equipment is an economical alternative to purchasing. Fast, straightforward and with a wide range of additional services available upon request.

D-2332-2016



On-site Safety Service

Whether through a rental shop, personnel services or comprehensive safety management, our On-Site Safety Services provide support in all projects where there are particular safety risks – not to mention normal day-to-day business.

Technical Data

Dimensions (H x W x D)	179 x 77 x 42 mm	
Weight	Approx. 495 g, depending on sensor configuration, without strap, without pump Approx. 550 g, depending on sensor configuration, without strap, with pump	
Housing	Durable two-component housing	
Display	High-contrast colour display	
Temperature	-20 °C to 50 °C	
Pressure	700 to 1,300 hPa (measuring function) 800 to 1,100 hPa (use in explosion-hazard areas)	
Relative humidity	10 to 90 % (short-term up to 95 %) r.h.	
Alarms	Visual:	3 LED 'red' (gas alarms), 3 LED 'yellow' (device alarms)
	Acoustic	Multi-tone, typically 100 dB(A) at 30 cm
	Vibration	
Ingress protection class	IP 68	
Energy supply	Lithium-ion battery, rechargeable, inductive charging	
Operating times (Diffusion)	With CatEx and 3 EC sensors	Typically 24 hours
	With IR and 3 EC sensors	Typically 22 hours
	With 3 EC sensors	Typically 120 hours
	With CatEx, PID and 3 EC sensors	Typically 17 hours
	With IR, PID and 3 EC sensors	Typically 16 hours
	With CatEx-, IR- and 3 EC sensors	Typically 14 hours
	PID only	Typically 42 hours
Charging times	Typically 4 hours after use during a shift of max. 10 hours	
Start-up times	Typically <60 seconds for standard sensors	
Data storage	24 MB, e.g. at 10 minutes per hour of gas exposure with measuring values changing by the second on all 7 channels: approx. 400 hours	
Pump operation	Max. hose length 45 m	
Approvals	Marking Explosion Protection:	
	ATEX / IECEx	I M1, II 1G Ex da ia I Ma, Ex da ia IIC T4 Ga
	EAC	PO Ex da ia I Ma X 0Ex da ia IIC T4 Ga X
	cCSAus	Class I, Zone 0, AEx da ia IIC T4 Ga Class II, Div 1, Gr. E, F, G C22.2 No. 152, ANSI-ISA 12.13.01:2000
	ANZEx	Ex da ia I Ma, Ex da ia IIC T4 Ga
	Measurement Performance:	Explosion protection according ATEX: EN 60079-29-1 (CatEx 125 PR, CatEx 125 PR Gas, (Dual) IR Ex, XXS H2 HC)
		Oxygen deficiency/excess oxygen: EN 50104 (XXS O ₂)
		Toxic gases: EN 45544-1, EN 45544-2, EN 45544-3 (XXS H ₂ S LC, XXS CO LC, (Dual) IR CO ₂)
		Software: EN 50271
	Directives	2014/34/EU (ATEX)
		2014/30/EU (EMV)
		2011/65/EU (RoHS)
		2014/90/EU (MED)
	Marine Approval	DNV GL

Technical Data

Manufacturer's warranty	3 years for the device
	1 year for the power supply
	Sensors: see DrägerSensor® & Portable Instruments Handbook

Ordering Information

Dräger X-am® 8000		Order no.	
Dräger X-am® 8000		83 25 800	
consists of: Device with power supply (Lithium-ion battery), data logger, shoulder strap, manufacturer's certificate, certificate of calibration, and charger (optional). A fully functioning device requires up to 5 sensors and an optional integrated pump.			
Instruction for use included as standard in the following languages: DE, EN, FR, ES, PT, IT, NL, RU, ZH, JA			
Instruction for use on request (please indicate when ordering), also available in the following languages: DA, FI, NO, SV, PL, HR, SL, SK, CS, BG, RO, HU, EL, TR, KO		90 33 656	
Instructions for use on request also available in the following languages: LT, LV, ET		93 00 108	
		available as download on the website: www.draeger.com/ifu	
Technical handbook available in the following languages: DE, EN, FR, ES, RU		90 33 665	
		available as download on the website: www.draeger.com/ifu	
Selectable device options when ordering	Integrated pump with pump adapter		
	Bluetooth® module		
	RFID transponder		
	(The charging cradle/power plug can be deselected during the ordering process.)		
Slot 1:	Slot 2:	Slots 3–5:	
PID or IR sensor	IR or CatEx sensor	Electrochemical sensors (XXS format)	
Sensors	Measuring range	Resolution	Order no.
Cat-Ex 125 PR ^{1, 2}	0–100 % LEL	1 % LEL	68 12 950
	0–100 vol % CH ₄		
Cat-Ex 125 PR Gas ¹	0–100 % LEL	1 % LEL	68 13 080
	0–100 vol % CH ₄		
Dual IR Ex/CO ₂ ES ¹	0–100 % LEL	1 % LEL	68 51 880
	0–100 vol % Methane, Propane, Ethene, n-Butane	0.1 vol % CH ₄	
	0–5 vol % CO ₂	0.01 vol % CO ₂ or 50 ppm CO ₂	
Dual IR Ex/CO ₂ HC ¹	0–100 % LEL	1 % LEL	68 00 276
	0–100 vol % Methane, Propane, Ethene, n-Butane	0.1 vol % CH ₄	
	0–100 vol % CO ₂	0.1 vol %	
IR Ex ES ¹	0–100 % LEL	1 % LEL	68 51 881
	0–100 vol % Methane, Propane, Ethene, n-Butane	0.1 vol % CH ₄	
IR CO ₂ ES	0–5 vol % CO ₂	0.01 vol % CO ₂ or 50 ppm CO ₂	68 51 882
PID LC ppb (10.6 eV) ³	0.05–10 ppm Isobutene	depending on gas value, starting with 10 ppb	68 13 500
	0–5 ppm Benzene		

Ordering Information

PID HC (10.6 eV) ³	0–2,000 ppm Isobutene	depending on gas value, starting with 0.1 ppm	68 13 475
XXS O ₂ ²	0–1,000 ppm Benzene		
XXS O ₂ 100	0–25 vol %	0.1 vol %	68 10 881
XXS O ₂ /H ₂ S LC	0–100 vol %	0.5 vol %	68 12 385
	0–25 vol % O ₂	0.1 vol %	68 14 137
	100 ppm H ₂ S	0.1 ppm	
XXS CO LC ²	0–2,000 ppm	1 ppm	68 13 210
XXS CO HC	0–10,000 ppm	5 ppm	68 12 010
XXS CO / H ₂ compensated	0–2,000 ppm CO	2 ppm	68 11 950
XXS H ₂ S LC ²	0–100 ppm	0.1 ppm	68 11 525
XXS H ₂ S HC	0–1,000 ppm	2 ppm	68 12 015
XXS CO LC / H ₂ S LC	0–2,000 ppm CO/ 0–100 ppm H ₂ S	1 ppm CO 0.1 ppm H ₂ S	68 13 280
XXS CO LC / O ₂	0–2,000 ppm CO/ 0–25 vol %	1 ppm CO 1 vol % O ₂	68 13 275
XXS CO LC / HCN	0–2,000 ppm CO 0–50 ppm HCN	1 ppm CO 0.1 ppm HCN	68 00 040 Please contact Dräger for availability
XXS NO	0–200 ppm	0.1 ppm	68 11 545
XXS NO ₂	0–50 ppm	0.1 ppm	68 10 884
XXS NO ₂ LC	0–50 ppm	0.02 ppm	68 12 600
XXS SO ₂	0–100 ppm	0.1 ppm	68 10 885
XXS PH ₃	0–20 ppm	0.01 ppm	68 10 886
XXS PH ₃ HC	0–2,000 ppm	1 ppm	68 12 020
XXS HCN	0–50 ppm	0.1 ppm	68 10 887
XXS HCN PC	0–50 ppm	0.5 ppm	68 13 165
XXS NH ₃	0–300 ppm	1 ppm	68 10 888
XXS CO ₂	0–5 vol %	0.1 vol %	68 10 889
XXS Cl ₂	0–20 ppm	0.05 ppm	68 10 890
XXS H ₂	0–2,000 ppm	5 ppm	68 12 370
XXS H ₂ HC	0–4 vol %	0.01 vol %	68 12 025
XXS OV	0–200 ppm	0.5 ppm	68 11 530
XXS OV-A	0–200 ppm	1 ppm	68 11 535
XXS Amine	0–100 ppm	1 ppm	68 12 545
XXS Odorant	0–40 ppm	0.5 ppm	68 12 535
XXS COCl ₂	0–10 ppm	0.01 ppm	68 12 005
XXS Ozone	0–10 ppm	0.01 ppm	co68 11 540
Sensors with five-year warranty			
XXS E CO	0–2,000 ppm	2 ppm	68 12 212
XXS E H ₂ S	0–200 ppm	1 ppm	68 12 213
XXS E O ₂	0–25 vol%	0.1 vol%	68 12 211

ES = Energy saving

HC = High concentration

¹ Special calibrations possible for the Ex sensors (Standard: methane).² A three-year manufacturer's warranty applies to these sensors. Legal rights accruing from defects remain unaffected.³ To upgrade an existing instrument with PID, please order also: Spare part set sensor absorber 68 13 767

Ordering Information

Power supply unit

Energy supply (incl. back housing)	included as standard	83 26 817
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Charging accessories

Inductive charger for charging 1 device	included as standard, deselectable	83 25 825
Adapter for power plug		83 25 736
Power plug for charging 1 device	included as standard, deselectable	83 16 997
Power plug 100-240 VAC; 1.33 A, for charging up to 5 devices	requires adapter (83 25 736)	83 21 849
Power plug 100-240 VAC; 6.25 A, for charging up to 20 devices	requires adapter (83 25 736)	83 21 850
Vehicle connector cable 12/24 V for charging 1 device		45 30 057
Vehicle connector cable 12/24 V DC for charging up to 5 devices	requires adapter (83 25 736)	83 21 855
Vehicle mount	requires adapter for power plug (83 25 736) and vehicle connector cable 12/24 V DC (83 21 855)	83 27 636
Kit vehicle charger	with power supply (83 21 855), adapter (83 25 736) and mounting kit (83 27 636) – w/o inductive power unit	83 28 283

Pump accessories

Dust and water filter for pump inlet	included in device when pump option is selected	83 19 364
Pump adapter	included in device when pump option is selected	83 26 820

Accessories for Photoionisation Detector (PID)

Pre-tube holder		68 13 769
Pre-tube benzene (package, 10 tubes)		81 03 511
Pre-tube humidity (package, 10 tubes)		81 03 531
Pre-tube activated carbon (package, 10 tubes)		CH 24 101
Tube opener TO 7000		64 01 200
Leather case set for photoionisation detector, incl. Leather case for the device		83 27 639
PID lamp cleaning set		83 19 111

Probes and hoses

Telescopic probe 100	connection for filter is included in order no. 83 19 364 (dust/water filter).	83 16 530
Telescopic probe 150, stainless steel	connection for filter is included in order no. 83 19 364 (dust/water filter).	83 16 533
5 m FKM hose, 3.2 mm, with adapters		83 25 705
10 m FKM hose, 3.2 mm, with adapters		83 25 706
20 m FKM hose, 3.2 mm, with adapters		83 25 707
45 m FKM hose, 3.2 mm, with adapters		83 28 212
Float probe EPP, incl. 3 m hose, 3.2 mm		83 25 831
Float probe EPP, incl. 10 m hose, 3.2 mm		83 25 832

Ordering Information

Float probe (transparent), with adapter		83 27 654
Additional probes, hoses and accessories are available. Please contact us.		
Calibration accessories		
Dräger X-am® 8000 calibration adapter		83 26 821
Dräger X-dock® Module Dräger X-am® 8000		83 21 893
Dräger X-dock® Module Dräger X-am® 8000+ charging		83 21 894
Dräger X-dock® 5300 (Dräger X-am® 8000) with Master		83 21 882
Nonane tester		83 25 861
Test gases		Please contact Dräger.
Accessories for measured value acquisition and configuration		
Dräger CC Vision		Freeware (www.draeger.com/software)
Dräger GasVision Licence Key		83 25 646
USB Dira Dongle / IR interface		83 17 409
Holder for USB Dira Dongle		83 25 859
Other accessories		
Protective rubber boot, removable		83 25 858
Leather case for the device		83 27 664
Transport case (empty)		83 27 661
Protective Display cover (set of 3)		83 26 828
Shoulder strap (complete)	(included as standard)	83 26 823
Retractable lanyard		83 23 032
Holder for labels (on strap)	(included as standard)	83 26 824
Adhesive label for individual inscriptions, for holder on strap, silver (set of 5)		83 27 645
Adhesive label, blue (set of 5)		83 27 646
Adhesive label, red (set of 5)		83 27 647
Adhesive label, green (set of 5)		83 27 648
Adhesive label, yellow (set of 5)		83 27 649
Pedestal for holding device upright, e.g. for area monitoring		83 25 874
Transponder reader for reading the integrated RFID transponder (optional)		65 59 283

Notes

Not all products, features, or services are for sale in all countries.
Mentioned Trademarks are only registered in certain countries and not necessarily in the country in which this material is released. Go to www.draeger.com/trademarks to find the current status.

CORPORATE HEADQUARTERS

Drägerwerk AG & Co. KGaA
Moislinger Allee 53–55
23558 Lübeck, Germany
www.draeger.com

REGION EUROPE

Dräger Safety AG & Co. KGaA
Revalstraße 1
23560 Lübeck, Germany
Tel +49 451 882 0
Fax +49 451 882 2080
info@draeger.com

REGION MIDDLE EAST, AFRICA

Dräger Safety AG & Co. KGaA
Branch Office
P.O. Box 505108
Dubai, United Arab Emirates
Tel +971 4 4294 600
Fax +971 4 4294 699
contactuae@draeger.com

REGION ASIA PACIFIC

Draeger Singapore Pte. Ltd.
61 Science Park Road
The Galen #04-01
Singapore 117525
Tel: +65 6872 9288
Fax: +65 6259 0398
asia.pacific@draeger.com

REGION CENTRAL AND SOUTH AMERICA

Dräger Indústria e Comércio Ltda.
Al. Pucurui - 51 - Tamboré
06406-100 - Barueri - SP
Tel. +55 (11) 4689-4900
relacionamento@draeger.com

Locate your Regional Sales
Representative at:
www.draeger.com/contact





CONSENT AGENDA

Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of One (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment

RECOMMENDATION

Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$27,294.54 and authorize the purchase of one (1) Proengin AP4C Hazardous Gas Detector, Kit, and Ancillary Equipment.

BACKGROUND

The 2020 State Homeland Security Program (SHSP) has a performance period of three years and closes for spending in March of 2023. The 2020 grant has awarded funds for the purchase of one (1) Proengin AP4C Multi-Gas Monitors, and ancillary equipment for the Department of Fire-Rescue, specifically for their State "Type-1" Hazardous Material Team. The monitor will be utilized for both response capabilities as well as training at the Regional Training Center for Hazardous Materials Specialist training.

The Proengin AP4C is a portable chemical contamination control device used to detect chemical agents in the form of vapor, aerosols, dust, and liquids. The AP4C is a flame spectroscopy detector. Flame Spectroscopy is used for the analysis of spectrochemical emissions. The method is one of the most sensitive among all analytical methods: a few milligrams of a sample are usually enough to detect present elements to the extent of a few parts per million or less. In addition, the method is able to detect several atomic species simultaneously, without chemical separations. The AP4C is able to detect all Nerve, Blister, Blood and Vomiting agents as well as many toxic industrial compounds and all the precursors of the above chemicals. The device is used world-wide by HazMat Teams, Police, and the military for the detection of these several Weapons of Mass Destruction (WMD) chemicals.

The State Homeland Security Grant Program (SHSP) awarded the funds to the Department of Fire Rescue in order for the Department to maintain their Hazardous Materials Type-1 status with the State. The Proengin AP4C monitor meets all State requirements for a Type-1 Hazardous Materials Team.

Below is a summary of the bids received for the US&R Equipment to be purchased:



City of Santa Fe Springs

City Council Meeting

September 6, 2020

Vendor

Federal Resources

Proengin

Safe Environment Engineering

Amount

\$27,294.54

\$28,012.76

\$30,085.23

FISCAL IMPACT

The State Homeland Security Program (SHSP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

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

Raymond R. Cruz
City Manager

Attachment(s)

Federal Resources Quote

Proengin AP4C Product Brochures



**FEDERAL
RESOURCES.**

Official Quotation

Federal Resources Minimum Order Is \$250

Federal Resources Supply Company
235-G Log Canoe Circle Stevensville, MD 21666

DATE	7/28/2022
QUOTE NO.	072822CH2

NAME	COMPANY	SHIP TO ADDRESS	BILL TO ADDRESS (if different)	
Chris Shields	City of Santa Fe Springs Fire Rescue	11300 Greenstone Avenue I Santa Fe Springs, CA 90670		
CONTRACT VEHICLE	TAX ID #	SALES PERSON	TERMS	QUOTE VALID
GS-07F-92875	52-2133636	Caroline Hurd	Net 30	30
DUNS #	CAGE CODE	EMAIL	FOB	Delivery ARO (days)
80-664-7801	1Q3Z9	Cshields@santafesprings.org	Destination	45

Line	GSA Sale?	Quantity	Unit Of Measure	Part Number	Description	Unit Price	Line Total
1	On GSA	1	EA	M910 E00 003	UC AP4C Kit	\$27,104.28	\$27,104.28
SUBTOTAL							\$27,104.28
SALES Tax (if applicable)						0.00%	\$0.00
FREIGHT							\$190.26
CONTRACT FEES (if applicable)						0.00%	\$0.00
PLEASE REFERENCE THE QUOTE NUMBER WHEN ORDERING THANK YOU FOR YOUR BUSINESS						TOTAL	\$27,294.54

[FR Products terms and conditions can be found at this link: FR Products Terms and Conditions](#)

[FR Services terms and conditions can be found at this link: FR Services Terms and Conditions](#)

[Acceptance of the quote assumes acceptance of the terms and conditions.](#)

AP4C

UNIVERSAL CHEMICAL THREAT DETECTOR

The AP4C is a hydrogen flame spectrometer detector with industry leading capabilities that are used in over 75 countries worldwide. It can detect a broad range of conventional and unconventional threats.

Designed for field use, the AP4C has a single ON/OFF button, no settings or menu, no field calibration or filter; the entire detection process is completely automatic. Thanks to its unique technology, the AP4C has the shortest recovery time even after being exposed to high concentrations of chemicals.

There is no need to regularly start the detector to keep it operational and an annual check is the only required maintenance.

The AP4C has the highest user availability rate on the market.



KEY FEATURES & BENEFITS

- Easy to use, fully automatic
- Fast start-up and response time
- No library / no filters
- Real time and simultaneous detection
- Universal chemical threat detector
- Rugged design for field use
- Designed to withstand harsh environments

IDEAL FOR

- Military forces
- CBRN specialists
- Hazmat teams & first responders
- Customs and border protection
- UGV operations

AP4C

UNIVERSAL CHEMICAL THREAT DETECTOR

SPECIFICATIONS¹

Size:	400 x 100 x 138mm (15.7" x 3.9" x 5.4")
Weight:	~2.1kg (4.63 lbs)
Sensing Technology	Hydrogen Flame Spectrometry
Detection:	CWA (including 4th generation), TIC / TIM, PBA Gas, aerosols, liquids and powders ²
User Interface:	Easy to understand display Instantaneous channel values and instrument status
Battery Options:	Disposable battery and rechargeable battery options available
Battery Running Time³:	Up to 12 hours (room temperature)
Alarm Modes:	External audible alarm 85dBA @ 10cm buzzer
Data Logging:	Built-in 32Mbit flash memory ~500h data logging capability
Connectivity:	Serial RS-422 Optional embedded radio ⁴ module
Storage Temperature:	-39°C to +71°C / -38°F to +159°F
Operating Temperature:	-32°C to +50°C / -25°F to +122°F
Humidity:	Operational: 3 to 100% HR (non condensing) Storage: 1 to 100% HR (non condensing)
Regulation/Performance Test:	CE (pending) GAM EG 13 MIL-STD-810 MIL-STD-461
Warranty:	1 year

1. Specifications are subject to change

2. When used with Proengin sampling solutions

3. Specification for non-wireless monitors

4. Additional equipment and/or software licenses may be required to enable remote wireless monitoring and alarm transmission

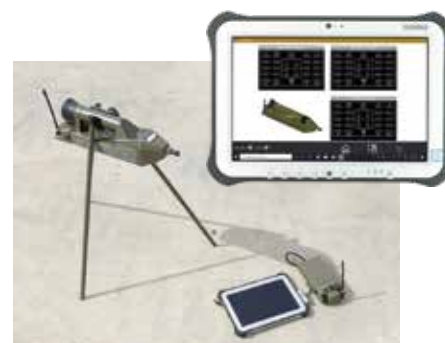
ACCESSORIES & SERVICES

Sampling Solution S4PF



SIM TOOL KIT

Near real time remote viewing capability and training solution.



KIT OPTIONS

AP4C is available with several configurations and with several accessory levels.

Proengin

FOR MORE INFORMATION:

contact@proengin.com

USA(only)

contactusa@proengin.com



To maximise the value of Proengin's solutions, including white papers, webinars, training and more, visit Proengin Academy.



AP4C KIT & OPTIONS



- **UC AP4C** part # M910 E00 003

Intrinsically safe chemical detector or CW agents TICs and TIMs with liquids detection capacity.

Complete kit with includes batteries, hydrogen, 1 x S4PE liquid sampler and consumables in a pelican case

- **AP4C Mle F1** part # M910 E00 001

Intrinsically safe chemical detector for CW agents TICs and TIMs with liquids detection capacity.

Complete kit includes batteries, hydrogen, **2 x S4PE liquid sampler**, carry sling and consumables in a pelican case

- **AP4C Set** part # M910 E00 002

Intrinsically safe chemical detector for CW agents TICs and TIMs **without liquids detection capacity** (the S4PE liquid sampler is not included in the kit).

Complete kit includes battery, hydrogen, carry sling and consumables in a soft vinyl case.





City of Santa Fe Springs

City Council Meeting

ITEM NO. 8H

September 6, 2022

CONSENT AGENDA

Go Rio Program AB2766 Funds to Subsidize Bus Passes to City Residents Attending Rio Hondo College – Approval of Agreement

RECOMMENDATION

- Approve the agreement with Rio Hondo College to provide AB2766 Funds for Subsidized Bus Passes through the Fiscal Year 2025; and
- Authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

On September 27, 2018, the City Council entered into an agreement between the City and Rio Hondo Community College District to assist with the Go Rio Program. The agreement provides Assembly Bill (AB) 2766 funds to subsidize bus passes issued to residents of the City of Santa Fe Springs to access transportation to Rio Hondo College. The agreement was for a period commencing on July 1, 2017, and ending on June 30, 2019.

Due to the pandemic and a lack of in-person instruction, the Go Rio Program has been on hold. The Rio Hondo Board of Trustees recently approved the agreement between Rio Hondo and the City at their August 14, 2022 meeting. Rio Hondo is requesting that the City renew the agreement for a three-year period retroactive to July 1, 2022, and ending on June 30, 2025. Approximately forty (40) City residents currently use the program. The cost of providing services to our residents is \$4,200 per year. Rio Hondo is requesting the City pay half of the cost of \$2,100 a year for the upcoming three years for a total of \$6,300 for the duration of the agreement.

The AB2766 Motor Vehicle Subvention Program is a funding source for cities and counties that encourage the development of measures or projects that result in the reduction of motor vehicle emissions. The Go Rio program is eligible to receive AB2766 funds and is a worthwhile program that directly benefits the residents of Santa Fe Springs. The Go Rio Program provides our residents access to higher education through reliable transportation while reducing emissions and providing cleaner air for our region.

LEGAL REVIEW

The City Attorney's office has reviewed the Community Services Agreement.

Report Submitted By:

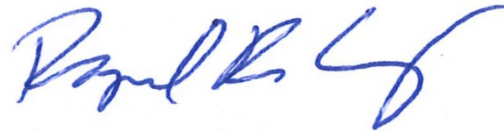
Noe Negrete
Director of Public Works

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

Date of Report: September 1, 2022

FISCAL IMPACT

There is no fiscal impact on the City General Fund since AB2766 funds are regulated and are only applicable for programs that reduce vehicle emissions, such as the Go Rio Program. Currently, the City does not provide other programs that fit the criteria.



Raymond R. Cruz
City Manager

Attachments:

1. Community Services Agreement

AGREEMENT NO: _____

**COMMUNITY SERVICES AGREEMENT
FY 2022-2023; FY 2023-24; FY 2024-25**

Date Approved:

Amount of Grant: \$6,300.00 (\$2,100.00 for three successive years)

Organization: Rio Hondo College

THIS AGREEMENT, entered on this 11th of August, 2022 by and with the **CITY OF SANTA FE SPRINGS**, hereinafter referred to as "CITY", and the **RIO HONDO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "CONTRACTOR".

The parties hereto agree as follows:

1. Scope of Services. CONTRACTOR is to perform all services set forth in **Exhibit "A"** of this Contract. CONTRACTOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

2. Time of Performance. Said services of CONTRACTOR are to commence as of July 1, 2022 and shall be completed June 30, 2025.

3. Fee: Compensation to CONTRACTOR for the total services to be rendered pursuant to this Agreement shall not exceed \$6,300 (\$2,100 for each year) and the

disbursement of funds shall be made according to Section 4 of this contract.

4. Payment. Payments by the CITY to the CONTRACTOR shall be paid in three equal installments of \$2,100.00 each for a total of \$6,300.00 payable 30 days after receipt of the annual report. If the annual report is not filled out completely or accurately, payment will not be made.

Payments will be made to the CONTRACTOR at the following address:

Attn: Dr. Russell Castañeda Calleros,
Director of Government & Community Relations
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601

5. Maintenance and Availability of Records. CONTRACTOR shall establish and maintain, on a current basis, a project records file and an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR shall retain all records for at least three years. CONTRACTOR shall make available for inspection its performance, financial and all other records pertaining to the performance of this Contract to authorized CITY personnel and allow said personnel to inspect and monitor its facilities and program conditions, including the interview of CONTRACTOR'S staff and program participants as required to enable the CITY to fulfill their obligations to insure compliance with all applicable laws.

6. Program Report. Annually, or as frequent as may reasonably be determined by the CITY, the CONTRACTOR shall provide the CITY, a report on the status of the services to be performed pursuant to this agreement. The CONTRACTOR shall, no later than thirty (30) days after the close of the school year, provide the CITY with a status and summary of the previous quarter's caseload and activities. The due dates for the annual performance report will be June 30th. Failure to submit the required reports may result in the termination of this Agreement.

7. Independent Contractor. CONTRACTOR'S relationship to CITY in performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CITY.

8. Assignability. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or transfer), without the prior written consent of the CITY hereto. However, claims for money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval; notice of any such assignment or transfer shall be furnished promptly to the CITY.

9. Termination of Agreement. This Agreement may be terminated by City without cause upon five-(5) days prior written notice and by CONSULTANT without cause upon thirty (30) days prior written notice. CITY shall be responsible for payment for work performed prior to the time such notice is given, but not for work performed after the notice if given, unless such work is requested in writing by CITY after the notice of termination.

10. Indemnification and Insurance. CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents and employees from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury or death, arising out of or in connection with CONTRACTOR'S performance of this Contract. Without limiting

CONTRACTOR'S indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the performance of this Contract a policy or policies of insurance covering its operations. CONTRACTOR shall furnish CITY with certificates evidencing the maintenance of such insurance coverage. CITY shall be given notice in writing at least thirty (30) days prior to cancellation or modification of any policy. CITY, its officers and employees, shall be named as additional insured on all policies of liability insurance. All policies of insurance shall be in a company authorized by law to transact insurance business in the State of California and shall include the following:

- a) General Liability - With a combined single limit of \$1,000,000.
- b) Automobile - If used in performing services hereunder, automobile insurance must be obtained in an amount equal to that required for general liability.
- c) Worker's Compensation - In compliance with California Worker's Compensation laws.

The insurance provided by CONTRACTOR shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the City. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to

indemnify, hold harmless and defend under Section 10 of this Agreement.

11. Equal Opportunity in Program Benefits. CONTRACTOR shall not deny service to or otherwise discriminate against any person on the grounds of race, color, religion, creed, sex, national origin, material status, physical handicap, medical condition or age.

12. Reimbursement. CONTRACTOR'S obligation to reimburse CITY of misuse of funds shall survive the termination or expiration of this Contract.

13. Conflict of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Contract nor shall any member, official or employee participate in any decision relating to the Contract which affects his or her personal interests of any corporation, partnership or association in which it is, directly or indirectly, interested.

14. Equal Opportunity Employment Practices Provision.

- a) CONTRACTOR certifies and represents that, during the performance of the Contract, the CONTRACTOR will adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- b) CONTRACTOR agrees that it will, in all solicitations or advertisements for applicants for employment placed by or on behalf of the CONTRACTOR, state that it is an "Equal Opportunity - Affirmative Action Employer" or that all qualified

applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

- c) CONTRACTOR agrees to provide the CITY with access to and, if requested to do so by the CITY, provide copies of all of its records pertaining or relating to its employment practices, to the extent such records are not confidential or privileged under State and Federal law.
- d) CONTRACTOR agrees to recruit vigorously and encourage businesses owned by persons who are members of a protected class to bid on its subcontract.
- e) Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

15. Ownership Of Written Product. All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

16. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: i) the day of delivery if delivered by hand, facsimile or overnight courier service during CONTRACTOR's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other

addresses as the parties may, from time to time, designate in writing).

To City:

Ray Cruz
City Manager
City of Santa Fe Springs
11710 E. Telegraph Rd.
Santa Fe Springs, CA 90670
(562) 868-0511 ext. 7510
rcruz@santafesprings.org


To Contractor:

Mr. Stephen Kibui
Vice President, Finance & Business
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601
(562) 463-7099
skibui@riohondo.edu

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on this 11th day of August, 2022.

**RIO HONDO COMMUNITY
COLLEGE DISTRICT**

By 
Mr. Stephen Kibui
Vice President, Finance & Business

Date: 8/11/22

ATTEST:

Janet Martinez, CMC
City Clerk

Date: _____

CITY OF SANTA FE SPRINGS

By _____
Raymond R. Cruz
City Manager

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai
City Attorney

Date: _____



EXHIBIT "A"

Rio Hondo College

FY 2022-2023

FY 2023-2024

FY 2024-2025

PERFORMANCE ACCOMPLISHMENT REPORT

The General Purpose:

The Rio Hondo College "GO RIO" Program is an innovative program that connects full-time students with universal access to mass transit throughout the Rio Hondo College district. GO RIO features a partnership between Rio Hondo College and its six primary transit partners: Metro, Foothill Transit, Norwalk Transit, Montebello Bus Lines, El Monte Transit, and the L.A. County Sunshine Shuttle. Rio Hondo College is requesting funds from the City of Santa Fe Springs to subsidize the GO RIO Program that Rio Hondo provides to full-time students who reside in the City of Santa Fe Springs.

Goals and Objectives:

- Increase the number of Rio Hondo College students who use public transportation
- Decrease the number of single occupancy vehicles that come to campus
- Improve the quality of the air

Program Reports:

- Semesterly Performance Report
- Semesterly Expenditure Financial Statement

CONTRACTOR WILL BE RESPONSIBLE FOR:

Semesterly Performance Report providing a detailed summary of Santa Fe Springs residents serviced by the program, as well as needed back-up documentation.

Semesterly Expenditure Financial Statement of actual costs and disbursements incurred as they relate to the City of Santa Fe Springs.

City of Santa Fe Springs funds must only be used to serve Santa Fe Springs residents.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

September 6, 2022

OLD BUSINESS

Authorize the Implementation of the Home Security Camera Rebate Program

RECOMMENDATION

- Authorize the Implementation of the Home Security Camera Rebate Program; and
- Appropriate \$30,000 from the City's General Fund Reserve to Activity 10102229 within the Police Services Budget.

BACKGROUND

At the August 16th City Council meeting, the Home Security Camera Rebate Program was presented for City Council review and authorization. The "program" was introduced as a crime fighting tool that would benefit both the community and public safety; keeping with the City's objective of improving the quality of life for Santa Fe Springs' residents and adding to the diversity of the Department of Police Services' programming. Subsequent to the presentation, there was Council discussion regarding program administration, qualification guidelines, and the proposed appropriation. In addition, an Ad Hoc Committee comprised of Mayor Rodriguez and Mayor Pro Tem Zamora was created to review the program with staff and make any necessary modifications prior to bringing the item back for Council consideration.

On Wednesday August 24th the Ad Hoc Committee met with Staff to discuss and review the program, and suggested the following changes.

1. Increase the incentive from \$100 to \$150
2. Appropriate \$30,000 to the program for Fiscal Year 22/23
3. Limit participation in the program to "one time only"
4. Limit the rebate to one per property owner

FISCAL IMPACT

In order to implement the Home Security Camera Rebate Program \$30,000 from the City's General Fund Reserve needs to be transferred to Activity 10102229 within the Police Services budget for Fiscal Year 22/23. Rebates will be processed until funding is exhausted.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.

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

Raymond R. Cruz
City Manager

Attachments:

Home Security Camera Rebate Program Application



Santa Fe Springs Home Security Camera Rebate Program

The City of Santa Fe Springs is offering residents a \$150 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 \$150 rebate, each security camera device, must meet the following requirements:

- Security camera device must individually 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 \$150 per Santa Fe Springs residential address (1 rebate per property owner).

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. Participation in this incentive is limited to one time.



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 through mail or in person. Thank you!

Questions? Contact us!

Phone: (562)409-1850

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 \$150 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 devices or devices 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: _____



NEW BUSINESS

Approval of 2023 SFS Art Fest Event Professional Services Agreement

RECOMMENDATION:

- Authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2023 SFS Art Fest event.

BACKGROUND

On May 6 2022, the City held the annual SFS Art Fest event to include the Preview and Showcase Night on May 5, 2022 after a two year cancellation due to the COVID-19 pandemic. At the November 12, 2020 City Council meeting, Council approved a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn. The PSA was approved in the amount of \$49,600 for the 2021 Art Fest scheduled for May 7, 2021 which included the Preview & Art showcase on May 6, 2021.

With the resurgence in COVID-19 cases in 2021 throughout the State of California, staff explored options for holding the event later in the year rather than cancelling the event for a second time. The best option was to hold the event on November 5, 2021 with the Preview & Art Showcase scheduled for November 4, 2021. The consultant agreed with City staff regarding the date change. All exhibits in the original agreement were adjusted to accommodate the new event date, including the payment schedule. The City Council approved Amendment One to the PSA at the meeting of January 28, 2021.

At that time the Art Fest Consultant, Sandra Hahn, received \$10,000 at the signing of the agreement which was applied towards preparations for the event in the categories of Concept and Design, marketing, meetings with potential sponsors, filmmakers, and updating all materials associated with the event.

Subsequent to the approval of Amendment One and the ongoing challenges of COVID-19, the Heritage Arts Advisory Committee (HAAC) raised concerns regarding the timing of the 2021 Art Fest and felt it was in the City's interest to cancel the event. At the HAAC meeting of March 30, 2021, members expressed that the time frame was too narrow and voiced concerns regarding fundraising, vendor issues, inclement weather, and the costs of having two major events in the same fiscal year.

The members felt it would be better to wait until May 2022 to hold the annual SFS Art Fest event. At the April 27, 2021 HAAC meeting, members voted unanimously to recommend the cancellation of the 2021 SFS Art Fest. Staff were in concurrence with the decision.



City of Santa Fe Springs

City Council Meeting

September 6, 2022

At the May 18, 2021 City Council meeting, Council approved the HAAC's recommendation to cancel the 2021 SFS Art Fest, to include the Art Consultant's Professional Services Agreement. The Art Fest Consultant, Sandra Hahn, agreed to apply the \$10,000 payment to offset her costs for the 2022 Art Fest event.

On February 15, 2022 City Council approved a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn in the amount of \$39,600, for the 2022 SFS Art Fest event. This amount reflected the \$10,000 payment paid to her for the cancelled 2021 PSA.

After hosting a successful 2022 SFS Art Fest event, discussion and plans for the 2023 SFS Art Fest are well underway. This year, the HAAC created a 2023 SFS Art Fest Subcommittee that meets monthly to assist in providing feedback and recommendations to staff which is discussed with all standing members of the HAAC for the recommendation to City Council.

The following are the anticipated services to be performed by the consultant and new recommendations by the HAAC for the 2023 SFS Art Fest:

Art Consultant

Pre-Art Fest Preparation:

Juried Artist commissioning/recruitment – “Calling All Artists” – Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations. Also to include city employees and their family members. City to purchase all awards and ribbons for the juried component.

Recruitment of Pop-up Artist Vendors – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc. for both the SFS Art Fest event and Preview and Showcase Night.

Juried Film International Exhibit/Film Freeway Platform – Provide an “Open Call” for emerging filmmakers through Film Freeway. Recruitment of filmmakers to include a biography and cinematic screen shots of the artist's work. City to purchase all awards and ribbons for the juried component.

Preview and Showcase Night – Coordinate with staff all art mediums and display throughout select areas of the Clarke Estate. Create opportunities to meet with artists, film directors, actors and the business community.



City of Santa Fe Springs

City Council Meeting

September 6, 2022

Donations/Sponsorships/Silent Auction – Solicit potential sponsorships and donations for the silent auction component.

Curation of art work – Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, and work with artists on providing proper packaging of art for transportation.

Marketing – Design the visual marketing materials (i.e. “Call to Artist” postcards, fliers, posters, digital event map, and sponsorship brochure), SFS ARTFEST Logo, design ad for electronic billboards and market “Silent Auction” materials, coordinate with staff on the “Chalking It Out” exhibit, and Film Installation Screening. Consult with the City’s Social Media Administrator for cross promotions and marketing materials using the City’s logo and/or approved designs involving 2023 SFS ARTFEST through each party’s social media forums (i.e. Facebook, Twitter, Instagram) and the website for the Heritage Arts in Public Places Program which will link with the consultant’s website “Uptowncrawlers.com.” Printing of marketing materials will be done by the City.

Art Fest Event Implementation:

Preview & Art Showcase - Promote to Santa Fe Springs Chamber members as an opportunity to network among the artists, and help engagement through cross-marketing efforts. This is a second night event for Community, Artists and Vendors.

Drop off / Installation / Pick up of art work - Plan and coordinate with city staff for check-in, artwork drop-off, installation and return of all unsold artwork.

Sales of Art - Work collaboratively with city staff to conduct all sales of art at the Art Fest event.

Post Art Fest and Evaluation Report:

Final Report - Provide the City with a written summary and analysis report of all participating artists.

Meetings with City Staff:

Consultant will participate in all of the 2023 Art Fest Planning Committee meetings (meetings scheduled once a month, time and date to be determined). Attend and provide the Heritage Arts Advisory Committee with updates at their regular monthly meetings February through May 2023. Consultant to present at the November 2022 meeting for the recommendation and selection of guest artists.

PROPOSED ART CONSULTANT TOTAL COST: \$45,950.00



City of Santa Fe Springs

City Council Meeting

September 6, 2022

New SFS Art Fest Event Recommendations

1. *Date Change* - To avoid conflict with the Cinco de Mayo and Mother's Day weekends in May, the 2023 SFS Art Fest will be held on Friday, April 28, 2022, 3:00 p.m. – 11:00 p.m. and the Preview & Art Showcase Night on Thursday, April 27, 2022, 5:00 p.m. – 9:00 p.m.
2. *Preview and Showcase Night* – To enhance the Preview and Showcase Night, the addition of artisan vendors will be included. This will aid in attracting additional vendors for the event. This evening will also include adding a paint and wine activity for a nominal fee. Staff will continue work with the Santa Fe Springs Chamber of Commerce to promote this event and ensure its success.
3. *Chalk It Out Program* – Remove the live chalk artist displays and incorporate the Parks and Recreation Division's "Chalk it Out" program as part of the SFS Art Fest event. The winners of "Chalk It Out" will be highlighted and exhibited during the SFS Art Fest event promoting community involvement.
4. *Proposed Fees* – With the ongoing increase cost of supplies, rentals and entertainment, a recommendation to impose a participant entry fee and artist entry fee will aid in cost recovery of the events.

Preview and Showcase Night Entry Fee

Impose a \$10 participant entry fee which includes a beer or wine tasting and appetizer. Participants can purchase additional beverages and appetizers for a nominal fee. \$35 paint and wine activity to include the same benefits of the Preview and Showcase Night entry fee. Staff will continue to distribute 100 VIP tickets (\$10 value) at various Chamber business cards exchanges and mixers. Should individuals with a VIP ticket wish to attend the paint and wine activity, a \$25 fee will apply.

SFS Art Fest Event Entry Fee

Impose a \$10 participant entry fee including general admission to event. Students 18 years and younger are free.

Artist Entry Fees

Impose a \$25 Film Artist entry fee to include screening and Q&A session. Artist Artwork fee of \$20 to include two (2) art piece submittals. Artist entry fee will include entry to both Preview and Showcase Night and event. Students 18 years and younger may enter artwork for free. City will continue to apply a 20% selling fee for artwork sold.

Minimum Estimated Entry Fee Revenue is \$15,000.00



City of Santa Fe Springs

City Council Meeting

September 6, 2022

5. *New Sponsorship Level* - Establish a new sponsorship level opportunity that will allow for a private VIP room to include two (2) hour host bar (same drinks offered for sale), appetizers and roof top overlook during the Art Fest event. Proposed cost is \$7,500.00.

The Mayor may call upon Ed Ramirez, Family and Human Services Manager, to answer any questions the Council may have regarding the Professional Services Agreement.

LEGAL REVIEW

The City Attorney Office has reviewed the Professional Services Agreement for Crepes and Grapes Café, LLC. Sandra Hahn.

FISCAL IMPACT

The \$45,950.00 Art Consultant fees will be disbursed in accordance to the proposed fee schedule following the execution of the 2023 Art Fest PSA. This expenditure is included in the approved Public Art & Art Education program fund (10511001). The minimum estimated revenue of \$15,000.00 will aid with the cost recovery of expenses.

Raymond R. Cruz
City Manager

Attachment(s)

1. Professional Services Agreement with Crepes and Grapes, LLC. for the 2023 SFS Art Fest

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
CREPES & GRAPES CAFÉ, LLC
FOR 2023 SFS ARTFEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of September, 2022 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and CREPES & GRAPES CAFÉ, LLC., a California corporation ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for the 2023 Art Fest event, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described and attached hereto as Exhibit "A" and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Consultant recognizes that the Art Fest event scheduled may be subject to change in response to COVID-19 or other public health issues.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$45,950.00 (dollars). Consultant recognizes that the Art Fest event scheduled for April 28, 2023 may be subject to change in

response to COVID-19 or other public health issues, and in such event will work with the City to establish a new fee schedule.

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within twenty-five (25) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until two (2) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 7 months, ending on May 31, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

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

“claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: “The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”
- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

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

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

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

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

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

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

IF TO CONSULTANT:

Crepes & Grapes, LLC.
Sandra Hahn
6560 Greenleaf Ave.
Whittier CA, 90601

Tel:(562) 696-3255
Cell: (562) 708-1475

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Tel: (562) 868-0511

Attn: Maricela Balderas, Director
Department of Community
Services

Courtesy copy to:
City of Santa Fe Springs
9255 Pioneer Blvd
Santa Fe Springs, CA 90670
Attn: Ed Ramirez
Family & Human Services
Manager

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be

liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Sandra Hahn, Chief Executive Officer

Date: _____

Social Security or Taxpayer ID Number: _____

CITY OF SANTA FE SPRINGS

Annette Rodriguez, Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Artist Recruitment

- “Calling All Artists”–Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure approximately 160 Artists with no more than two pieces of art per artist; medium of art should include but not limited to:
 - Fine Arts
 - Street Art
 - Educational workshops/crafts
 - Caricature artist
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of two featured artists. Consultant shall provide a proposal of recommended Artists to be featured. The proposal shall include a biography and pictures of the artist’s work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured and guest artists.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no less than twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Jury Competition and Art Handling of Awards

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
- Best of Show Trophies & Ribbons will be rewarded (provided by the City)

Juried Film International Exhibit / Film Freeway Platform

- Shall provide “Open Call” for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist’s work.
- Approximately 8-15 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.
- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.
- Best of Show Trophies will be rewarded (provided by the City)

Preview & Art Showcase - Thursday, April 27, 2023

- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film directors, actors and the business community.

- Assist City Staff with the coordination of art vendors, artisans, and pop-ups.
- Consultant shall provide staffing and arrange refreshments.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.
- Consultant to heavily promote online pre-registration including pre-registration of payment methods.

Curation of art

- Receive, review and approve artist applications, oversee cataloging and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Final Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provide location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

“Chalk It Up”

- Consultant shall coordinate with City staff on-designating area during the Art Fest event to highlight and promote winners of the Chalk it up City event.

Marketing

- Collaborate and consult the CITY’s Communications Specialists to promote and market ARTFEST 2023 through each Party’s social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2023 SFS Art Fest.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.
- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as

sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name.

- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

Post Art Fest and Evaluation

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial information).

EXHIBIT B

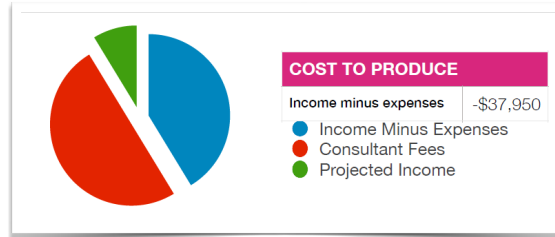
CONSULTANT'S PROPOSAL

2023 SFS ART FEST

ART INCOME GOALS	
City SFS Budget	45,900K
Art Sales	\$1,500
Silent Art Auction	\$2,500
Art Sponsorships	\$4,000
TOTAL PROJECTED INCOME	\$8,000

08-23-22

PROPOSAL BUDGET



CONSULTANT FEE BREAKDOWN -	
MARKETING / ADVERTISING <ul style="list-style-type: none"> - Collaborate and consult with the CITY's Social Media Administrator to promote and market SFS ART FEST 2023 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business company name. - Attend various art events/shows representing the City throughout Southern California to promote and recruit participation in the 2023 SFS Art Fest. 	\$5,700
DESIGN CONCEPT MATERIALS <p>Camera ready design for print and visual marketing materials. "Call to Artists" postcards, "Save the Date", sponsorship brochure, event map program, Chamber ADs, billboard, Silent Auction, Film Fest and other supporting materials.</p>	\$4,800
DEDICATED WEBSITES <p>Manage and update, applications for artists, vendors, and sponsorships as well as marketing efforts - www.artcrawlfest.com / linking the Heritage Arts Advisory Committee & SFS City.</p>	\$5,800
PREVIEW & ART SHOWCASE - THURSDAY <ul style="list-style-type: none"> - Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. Opportunities to meet with artists, film-makers, actors and the business community. 	\$3,700
FEATURED ARTISTS <p>Recruit and or coordinate selection of featured artist; recommendation one Feature Artist. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The featured artist and or selected guest artists (no more than 2 guest artists) would receive a stipend from City. Art Consultant solely responsible for the handling of all artworks and art transportation for feature and guest artists.</i></p>	\$3,000
ARTIST RECRUITMENT & CURATION OF ART <ul style="list-style-type: none"> - "Calling All Artists"- Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 160 Artists with no more than three pieces of art per artist. Medium of art should include but not limited to: <ul style="list-style-type: none"> • Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media. • Street Art / Caricature Artist • Educational Workshops / Crafts • Performing Artist / Live Installations / Poetry / Spoken Word - Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals. - Help recruit and secure no less than fifteen (15-20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc. - Collect, secure and store all submitted art work. City to provided location. - Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations. 	\$8,000

ART FEST EVENT IMPLEMENTATION: <ul style="list-style-type: none"> - Coordinate artist check-in and artwork drop to include completion of all necessary waivers. - Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels. - Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff). Consultant to provide ready to print catalog for binders with City Library for "Art Sales" and "Silent Auction". - Work collaboratively with CITY staff to conduct all sales of art at the SFS Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name - Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events. 	\$5,900
JURY COMPETITION AND ART HANDLING OF AWARDS <ul style="list-style-type: none"> - Art Handling: Responsible for the handling of all artworks as well as transportation of all art. - Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media. - City will provide, Best of Show trophies and or Ribbons. - Consultant will provide honorariums for jury members. 	\$3,100
SILENT ART AUCTION Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community. <ul style="list-style-type: none"> • Catalog auction items • Descriptions, starting bids sheets • Promoting online pre-registration • Shipping and or dropping items to winning bidders in a timely manner 	\$1,950
JURIED INTERNATIONAL FILM EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST <ul style="list-style-type: none"> - Shall provide "Open Call" for emerging filmmakers through Film Freeway. - Recruitment of filmmakers will include a biography and cinematic screen shots of the filmmakers work. - Approximately 10-18 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival. - Consultant will provide staff, honorarium for host & film curator 	\$3,200
<ul style="list-style-type: none"> - POST ART FEST / EVALUATION - Consultant will provide the City with a written evaluation report of all participating artists and film. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report). 	\$800
2023 FEE SCHEDULE <ol style="list-style-type: none"> 1. Upon signing contract TBA: \$8,000 2. Teachers Orientation Jan 19, 2023 TBA: \$8,000 3. Payment on April 26th, 2023: \$26,000 4. Post-SFS ARTFEST evaluation report May 19, 2023: \$3,950 	
TOTAL: \$45,950	

EXHIBIT C
FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the Agreement, the Consultant shall be paid \$8,000;
2. Upon Completion of the School teacher/administrator orientation on January 19, 2023, the Consultant shall be paid \$8000.00; and
3. Upon completion of the SFS ARTFEST event on April 26, 2023, the Consultant shall be paid \$26,000; and
4. Upon completion of the Post-SFS ARTFEST evaluation report due May 19, 2023, the Consultant shall be paid \$3,950.00.

EXHIBIT D
PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, February – May 2023 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Heritage Arts Advisory Committee (HAAC) meetings February through May on the 4th Tuesday of each month at 9:00 a.m. Consultant to present at the November 29, 2022 HAAC meeting selection of guest artists.

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)
- Create and submit Cataloging binder to City for data entry on sales application by March 1, 2023.

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e., postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be created no later than November 2022 and continue promotion through event date.
- b. Consultant shall collaborate and consult the CITY's Communications Specialist for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2023 through each Party's social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. With the City's support the Art Fest Event Promotional Flyers shall be disseminated no later than January 13, 2023 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials and Film Installation Screening and be approved by City by February 17, 2023.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than October 25, 2022 and remain available through deadline of artist recruitment. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than January 19, 2023.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by December 2022 (Specific date to TBD by Consultant) or via Zoom (if required). Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2023. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 160 exhibiting artists. Exhibiting artists can include student artists from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Exhibiting artists can also include individuals from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Gallery Artists with one selected curator to represent artists, each artist will showcase between 5 and 10 pieces of artwork each; 30 Silent Auction items; and 20-30 Artist retail Vendors.
- l. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by February 2023 (exact date to be determined by Consultant and City). Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2023.
- m. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists.

- n. Art vendors submittals shall include but is not limited to the following:
- i. Fine arts
 - ii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iii. Face painting and balloon artists
 - iv. Street Art (muralist providing live art on canvas)
 - v. Budget for live artwork in the making (location to be determined)
 - vi. Educational workshops/crafts (professional / CITY staff driven)
 - vii. Caricature Artists
 - viii. Poetry (designate a poetry recital location)
 - ix. Performing Artist (to be part of entertainment)
 - x. Art Installations (i.e., Sculpture Garden)
 - xi. Film Installations
 - xii. Photography
- o. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- p. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Preview & Art Showcase on April 27, 2023. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.
- q. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.
- r. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be

submitted electronically via www.artcrawlfest.com. No submissions will be permitted after the deadline of March 24, 2023.

- s. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by March 31, 2023.
- t. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 21, 2023 - 11:00a.m. – 4:00p.m. (Art Deliveries)
 - Saturday, April 22, 2023 - 10:00a.m. – 3:00p.m. (Art Deliveries /Tent Set-Ups)
 - Monday, April 24, 2023 - 9:00a.m. – 4:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, April 25, 2023 - 9:00a.m. – 4:00p.m. (Art Deliveries)
 - Wednesday, April 26, 2023 - 9:00a.m. – 6:00p.m. (Art Installations)
 - Thursday, April 27, 2023 - 10:00a.m. – 10:00p.m. (Installations / Silent Auction)
 - Thursday, April 27, 2023 – 5:00 p.m. – 9:00 p.m. (PREVIEW & ART SHOWCASE)
 - Friday, April 28, 2023 - 10:00 a.m. – Midnight (DAY OF EVENT)
 - Saturday, April 29, 2023 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- u. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- v. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by March 31, 2023.
- w. Consultant to assist and research local community based Food vendors.
- x. Consultant to assist City with event entertainment timeline for program.
- y. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- z. CITY will provide all checks for Feature and Guest Artist prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by April 26, 2023.
- c. Consultant shall have all artwork hung and displayed by April 27, 2023, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed.
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed.
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate
- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases

- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of any items sold and money collected by May 19, 2023 Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. **Consultant Debriefing Report:** A special meeting between Consultant and CITY shall be held by May 12, 2023 to debrief and discuss the outcome of the festival. Consultant will draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City. This report will be presented at the HAAC meeting on May 30, 2023. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales of silent auction and any pertinent information regarding event.

EXHIBIT E

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KCAL Insurance Agency 2048 S. Hacienda Blvd., HACIENDA HEIGHTS, CA 91745 License #: 0B07015	CONTACT NAME: Katherine Wang PHONE (A/C, No, Ext): 626-333-1111 FAX (A/C, No): 626-369-7539 E-MAIL: katherine.wang@kcal.net ADDRESS:																					
INSURED CREPES & GRAPE CAFE LLC DBA CREPES & GRAPE CAFE 6560 GREENLEAF AVE WHITTIER, CA 90601	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>ACE PROPERTY AND CASUALTY INSURANCE COMPANY</td><td></td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE PROPERTY AND CASUALTY INSURANCE COMPANY		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 00027179-61281

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D96225416	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder has been added as additional insured with respect for general liability.
 Event Dates: April 27 & 28, 2023

CERTIFICATE HOLDER

CANCELLATION

Santa Fe Springs Art Fest City of Santa Fe Springs, Edmund Ramirez Clarke Estate, 10211 Pioneer Blvd. Santa Fe Springs, CA 90670	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (KTW)
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ACORD 25 (2016/03)

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Printed by KTW on 08/19/2022 at 10:40AM

Art Fest Event Insurance to be provided by City.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

September 6, 2022

NEW BUSINESS

Adopt Resolution No. 9815 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications

RECOMMENDATION:

- Adopt Resolution No. 9815 approving changes to the City's Fiscal Year 2022-2023 Salary Schedule.
- Approve the classification specification changes for Mechanic I and Mechanic II.
- Adopt classification specifications for the following positions: Mechanic Assistant, Electrician Assistant, Grounds Maintenance Supervisor, Street Maintenance Supervisor.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classification specifications for the Mechanic I and Mechanic II, to more accurately reflect the current qualifications for the positions.

A review of the minimum requirements of these positions was performed by Department staff. The classification specifications have also been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA). There is no budgetary impact, as this is simply a change to the classification specification.

Position Reclassifications/Additions

The City Council approved the FY 2022-2023 budget on June 21, 2022. Along with that were several positions that had been reviewed for addition or reclassification to more accurately meet the current operational needs of the City as well as reflect duties that were being performed. The Human Resources Office worked with Department staff to create new classification specifications. These classification specifications have been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA) with no substantive changes. The reclassifications/additions are as follows:

- Public Works
 - Hourly Mechanic Apprentice to Full-time Mechanic Assistant
 - Hourly Electrician Apprentice to Full-time Electrician Assistant
 - Street/Grounds Maintenance Supervisor to Grounds Maintenance Supervisor (no change in salary)
 - Street/Grounds Lead Worker to Street Maintenance Supervisor

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: September 1, 2022
Finance and Administrative Services



City of Santa Fe Springs

City Council Meeting

September 6, 2022

The new additions require updates to the City's salary schedule. Resolution No. 9815 and the updated salary ranges are attached to this report.

FISCAL IMPACT

Adequate appropriations exist for these positions in the FY 2022-2023 adopted budget.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9815 Approving Salary Schedule Changes
2. Job description/Specifications:
 - Mechanic I
 - Mechanic II
 - Mechanic Assistant
 - Electrician Assistant
 - Grounds Maintenance Supervisor
 - Street Maintenance Supervisor

RESOLUTION NO. 9815

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, APPROVING CHANGES TO THE FISCAL YEAR 2022-2023 SALARY
SCHEDULE**

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

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

1. The City Council approves and adopts the changes to the Fiscal Year
2022-2023 Salary Schedule attached hereto as Attachment "A" and incorporated herein
by this reference.

APPROVED and ADOPTED this 6th day of September, 2022 by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Proposed Salary Range Class 180 for:						
Electrician Assistant						
Mechanic Assistant						
Class 180 ⁽²⁾						
Step		Monthly		Bi-Weekly		Hourly
A-1		4,330.375		1,998.635		24.983
B-2		4,560.854		2,105.010		26.313
C-3		4,821.032		2,225.092		27.814
D-4		5,082.399		2,345.723		29.322
E-5		5,355.646		2,471.837		30.898
Electrician Apprentice (Hourly) - Class 710 ⁽¹⁾						
Mechanic Apprentice (Hourly)						
Step						Hourly
A-1						15.600
B-2						15.600
C-3						16.308
D-4						17.127
E-5						17.981

Proposed Salary Range Class 150 for:						
Street Maintenance Supervisor						
Class 150⁽²⁾						
Step		Monthly		Bi-Weekly		Hourly
A-1		6,549.619		3,022.901		37.786
B-2		6,904.840		3,186.849		39.836
C-3		7,282.634		3,361.216		42.015
D-4		7,680.625		3,544.904		44.311
E-5		8,098.812		3,737.913		46.724
Street/Grounds Lead Worker - Class 164⁽¹⁾						
Step		Monthly		Bi-Weekly		Hourly
A-1		5,271.297		2,432.906		30.411
B-2		5,561.176		2,566.697		32.084
C-3		5,867.690		2,708.165		33.852
D-4		6,189.645		2,856.759		35.709
E-5		6,530.610		3,014.128		37.677

⁽¹⁾Incumbent position current salary range

⁽²⁾Position will be added to existing classification in the Salary Schedule

**CITY OF SANTA FE SPRINGS
MECHANIC I**

Bargaining Unit: SFSCEA

Job Code: 17250

FLSA Status: Non-Exempt

Date Prepared:

~~10/5/2021~~ 9/6/2022

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, performs skilled work in the servicing and maintenance of gasoline and diesel powered automotive, light, construction and other power-driven equipment; assists higher level staff in equipment overhauls and repairs.

DISTINGUISHING CHARACTERISTICS:

This is the entry level position in the series. It is distinguished from the level II by the performance of the more routine tasks and duties assigned to positions within the series.

SUPERVISION RECEIVED:

Receives direct supervision from the Fleet Maintenance Supervisor and Mechanic II.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Inspects, diagnoses, and locates routine mechanical difficulties on City automobiles, trucks, and a variety of diesel and gasoline powered maintenance and construction equipment.
2. Replaces or repairs faulty parts including wheel bearings, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
3. Tunes up engines by replacing ignition parts, cleaning and adjusting carburetors, throttle body and port fuel injection systems.
4. Diagnoses and repairs front and rear drive axles, drive train components, belts, gears, chain drives, and propeller shafts.
5. Repairs, adjusts, and replaces brake systems including wheel cylinders, master cylinders, disc pads, hydraulic and air brakes.

C. Other Job Specific Duties

1. Prepares and replaces components such as distributors, relays, lights, and switches.
2. Fuels, greases, and lubricates automobiles, trucks, and ensures appropriate fluid levels.
3. Performs safety inspections on vehicles and equipment; performs repair work and reports safety and other priority repair work to supervisor.
4. Inspects and repairs or replaces electrical components, including gauges, sending units, lights, batteries, and charging systems.
5. Inspects cooling system for proper cooling and freeze protection; repairs leads.
6. Replaces or repairs tires, wheels, and tubes; installs and services batteries, spark plugs, light bulbs, fan belts, and other simple mechanical parts.
7. Services automotive equipment with gasoline and oil; keeps records of amounts used.
8. Changes various filters including air, compressor, oil, fuel, hydraulic, and water.
9. Maintains work, time, and material records.
10. Assists other mechanics in the performance of mechanical repairs as required.
11. Assists in general maintenance and cleanliness of automotive shop area.
12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Techniques and methods of diagnosing, overhauling, and repairing gasoline and diesel-powered equipment. Theory and operation of air-brake systems. Safety restraint systems. Basic electrical principles. Repair characteristics of less complex components of automotive equipment. Traffic laws. Safe work practices. Basic record keeping. Modern office equipment including computers.

Ability to: Inspect vehicles and equipment for needed repairs and maintenance. Service automotive equipment according to established procedures. Participate in skilled equipment repair and maintenance work. Understand and follow oral and written instructions. Communicate effectively verbally and in writing. Work with accuracy and attention to detail. Operate and use modern office equipment. Effectively organize and prioritize assigned work. Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by specialized training in automotive repair. Associates degree in automotive maintenance/repair preferred.
- Three (3) years of experience at the journeyman level in repair and maintenance of automotive.
- A valid State of California driver's license and an acceptable driving record.
- Class B license, including air brake, ~~and tanker endorsements.~~

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed in a heavy equipment shop.*
- *Noise level is loud.*
- *Exposure to odors, fumes, and gases.*
- *Works with hand and power tools.*
- *Works with and around machinery having moving parts.*

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, stoop, kneel, crouch, climb, squat, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate and repair equipment.*
- *Lift and move up to 75 pounds.*

**CITY OF SANTA FE SPRINGS
MECHANIC II**

Bargaining Unit: SFSCEA

Job Code: 14980

FLSA Status: Non-Exempt

Date Prepared:

~~10/5/2021~~ 9/6/2022

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, performs skilled work in the servicing and maintenance of gasoline and diesel powered automotive, and light, construction vehicles and other power-driven equipment; assists lower level staff in equipment maintenance and repairs.

DISTINGUISHING CHARACTERISTICS:

This is the senior level position within the series. Employees within this class are distinguished from the level I by the performance of the more complex and specialized duties.

SUPERVISION RECEIVED:

Receives direct supervision from the Fleet Maintenance Supervisor.

SUPERVISION EXERCISED:

Assists in the supervision of Mechanic I, Mechanic Apprentice and Public Works Aide.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Inspects, diagnoses, and locates routine mechanical difficulties on City, Police and Fire-Rescue automobiles, trucks, and a variety of diesel and gasoline powered maintenance and construction equipment.

2. Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
3. Tunes up engines by replacing ignition parts and cleaning and adjusting carburetors, throttle body and port fuel injection systems, and propane fuel systems.
4. Diagnoses and repairs front and rear drive axles, drive train components, belts, gears, chain drives, and propeller shafts.
5. Repairs, adjusts, and replaces brake systems including wheel cylinders, master cylinders, disc pads, machine drums and rotors, hydraulic and air brakes.
6. Diagnoses and repairs Fire apparatus and related equipment.

C. Other Job Specific Duties

1. Prepares and replaces components such as generators, distributors, relays, lights, and switches.
2. Performs basic welding, fabrication, and assembling of parts and equipment for automotive and heavy equipment; fabricates, modifies, and repairs body and chassis parts.
3. Fuels, greases, and lubricates automobiles, trucks, and heavy automotive equipment; ensures appropriate fluid levels.
4. Performs safety inspections on vehicles and equipment; performs repair work and reports safety and other priority repair work to supervisor.
5. Inspects and repairs or replaces electrical components, including gauges, sending units, lights, batteries, and charging systems.
6. Inspects cooling system for proper cooling and freeze protection; repairs leads.
7. Replaces or repairs tires, wheels, and tubes; installs and services batteries, spark plugs, light bulbs, fan belts, and other simple mechanical parts.
8. Services automotive equipment with gasoline and oil; keeps records of amounts used.
9. Changes various filters including air, compressor, oil, fuel, hydraulic, and water.
10. Maintains work, time, and material records.
11. Assists other mechanics in the performance of mechanical repairs as required.
12. Assists in general maintenance and cleanliness of automotive shop area.
13. Performs general maintenance and repairs on Police and Fire-Rescue vehicles and related equipment.
14. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Techniques and methods of diagnosing, overhauling, and repairing gasoline and diesel-powered equipment; Theory and operation of air-brake systems; Safety restraint systems; Understanding of electrical principles; Welding and fabricating techniques; Repair characteristics of complex components of automotive equipment; Traffic laws; Safe work practices; Basic record keeping; Modern office equipment including computers.

Ability to: Inspect vehicles and equipment for needed repairs and maintenance; Service automotive and heavy equipment according to established procedures; Participate in skilled equipment repair and maintenance work; Understand and follow oral and written instructions; Communicate effectively verbally and in writing; Work with accuracy and attention to detail; Operate and use modern office equipment; Effectively organize and prioritize assigned work; Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by specialized training in automotive repair. Associates degree in automotive maintenance/repair preferred.
- Five (5) years of experience in repair and maintenance of automotive, heavy equipment, Police and Fire-Rescue vehicles and small engines.
- A valid State of California driver's license and an acceptable driving record.
- Class B license, including air brake ~~and tanker endorsements.~~

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed in a heavy equipment shop.*
- *Noise level is loud.*
- *Exposure to odors, fumes, and gases.*
- *Works with hand and power tools.*
- *Works with and around machinery having moving parts.*

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, stoop, kneel, crouch, climb, squat, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate and repair equipment.*
- *Lift and move up to 75 pounds.*

**CITY OF SANTA FE SPRINGS
MECHANIC ASSISTANT**

Bargaining Unit: SFSCEA

Job Code: 18070

FLSA Status: Non-Exempt

Date Prepared: 9/6/2022

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, provides servicing and maintenance of gasoline vehicles, light construction and other power-driven equipment; assists higher level staff in equipment overhauls and repairs.

DISTINGUISHING CHARACTERISTICS:

This is the entry level position in the series. It is distinguished by the level I and II by the performance of the more routine tasks and duties assigned to positions within the series.

SUPERVISION RECEIVED:

Receives direct supervision from the Fleet Section Supervisor or Mechanic II.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Fuels, greases, and lubricates automobiles, trucks, and power driven equipment; ensures appropriate fluid levels.
2. Replaces or repairs tires, and wheels; installs and services batteries, spark plugs, light bulbs, fan belts various filters including air, compressor, oil, hydraulic and water and other mechanical parts.

3. Services automotive equipment with gasoline and oil; keeps records of amounts used.
4. Inspects, diagnoses, services, lubricates automobiles, light duty vehicles and medium trucks.
5. Performs safety inspections on vehicles and equipment; performs repair work and reports safety findings to Mechanic II or Fleet Supervisor.
6. Assists other mechanics in the performance of mechanical repairs as required.
7. Assists in general maintenance and cleanliness of automotive shop area.
8. Maintains work, time and material records; Performs data entry utilizing fleet management software.
9. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Fundamentals of automotive maintenance and repair.

Ability to: Complete assignments in safe and timely manner; Follow written and oral instructions; communicate effectively verbally and in writing; work with accuracy and attention to detail; effectively organize and prioritize assigned work; establish and maintain effective working relationships with other people; safely perform the work of this trade either with or without reasonable accommodations; attend all related classroom training required.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- One (1) year of experience in the repair and maintenance of automotive.
- A valid State of California driver's license and an acceptable driving record.
- Class B driver's license with air brakes within 12 months from appointment.
- Some college level/trade school coursework with an emphasis in automotive maintenance repair.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job:

- *Work is primarily performed in a heavy equipment shop.*
- *Noise level is loud.*
- *Exposure to odors, fumes, and gases.*
- *Works with hand and power tools.*

- *Works with and around machinery having moving parts.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, stoop, kneel, crouch, climb, squat, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate and repair equipment.*
- *Lift and move up to 75 pounds.*

**CITY OF SANTA FE SPRINGS
ELECTRICIAN ASSISTANT**

Bargaining Unit: SFSCEA

Job Code: 18080

FLSA Status: Non-Exempt

Date Prepared: 9/6/2022

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, repairs, maintains, installs new and troubleshoots existing electrical systems throughout the City and at all facilities.

SUPERVISION RECEIVED:

Receives direct supervision from the City Electrician or Facilities Supervisor.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Assists in the maintenance of electrical systems throughout City and possibly other traffic signal and lighting Contract Cities.
2. Uses hand tools and operates heavy and light equipment.
3. Troubleshoot and repair A/C related issues and low voltage apparatus (Phones, Fire Alarms, Data and CCTV related hardware/software).
4. Reads and interpret plans, blueprints and wiring diagrams
5. Ability to work on 120 Volt, 240 Volt and 480 Volt circuits.
6. Troubleshoot and repair the malfunctioning of ball diamond lights.
7. Understand and troubleshoot motor control circuits and lighting control circuits.
8. Assist in the routine maintenance and repair of Backup Generators citywide.
9. Maintain update maintenance logs and records.

10. Implements and follows safety procedures. Per CAL-OSHA, NFPE, and City Policies.
11. Responds to after hour emergencies.
12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Fundamentals of electricity; mechanical and aerial devices; electrical codes; safety rules, regulations, and practices; tools and equipment necessary to protect the public and other workers.

Ability to: Work weekends, holidays and events as needed; participate in Stand By section rotation; complete assignments in safe and timely manner; follow written and oral instructions; communicate effectively verbally and in writing; work with accuracy and attention to detail; effectively organize and prioritize assigned work; establish and maintain effective working relationships with other people; safely perform the work of this trade either with or without reasonable accommodations; attend all related classroom training required; climb and work from ladders, scaffolds, Aerial Truck bucket, poles, or towers of various heights; work an extended hour schedule during any shift; crawl and work in confined spaces such as attics, manholes, and crawl space.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- One (1) year experience in repair and maintenance of electrical equipment.
- A valid State of California driver's license and an acceptable driving record.
- Some college level/trade school coursework with an emphasis in maintenance and repair of electrical equipment.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job:

- *Work is primarily performed outdoors.*
- *Exposure to various weather conditions.*
- *Noise level is moderate to loud.*
- *Utilizes hand and power tools.*
- *Works with and around machinery having moving parts.*
- *Works with high voltage.*
- *Works at heights.*

- *Works varied shifts.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, sit, walk, stoop, squat, crouch, kneel, climb, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate equipment.*
- *Lift and move up to 75 pounds.*
- *Working in cramped or confined spaces.*

CITY OF SANTA FE SPRINGS
GROUNDS MAINTENANCE SUPERVISOR

Bargaining Unit: SFSCEA

Job Code: 15021

FSLA Status: Non-Exempt

Date Prepared: 9/6/2022

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, plans and directs all activities of the Grounds Section of the Public Works Department; ensures that City medians, parkways, parks, landscaped areas, and residential trees are properly maintained, safe, and aesthetically pleasing; and provides highly responsible and technical staff assistance.

SUPERVISION RECEIVED:

Receives general supervision from **the** Municipal Services Manager and performs a variety of technical tasks related to assigned area of responsibility.

SUPERVISION EXERCISED:

Exercises direct supervision over grounds maintenance staff.

Supervises, assigns, reviews, and participates in the work of staff and contractors responsible for landscape tasks for City parks and facilities, performs a variety of technical tasks related to assigned area of responsibility.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

Grounds Maintenance Supervisor

B. Essential Job Specific Duties:

1. Plans, coordinates, supervises, directs, and inspects work crews and contractors involved in maintenance functions including, landscape and tree maintenance.
2. Plans, coordinates, supervises, and inspects the maintenance and repair of parks.
3. Plans, organizes, and assignments work projects and activities for maintenance personnel; develops daily work schedules and coordinates completion of assigned tasks.
4. Determines utilization of and secures appropriate products, materials, and equipment to be used in section projects.
5. Assists in the preparation of the section budget; monitors expenditures of allocated funds; performs cost control activities; ensures effective use of resources.
6. Evaluates service needs, equipment, work methods, and operations; prepares estimates.
7. Manages the development and implementation of departmental goals, objectives, policies, and priorities for the Grounds Section of the Public Works Department.

C. Other Job Specific Duties

1. Establishes and enforces operating and safety procedures.
2. Establishes tree trimming schedules for contractors and City crews. Prepares tree removal recommendations.
3. Establishes schedules for color plant material change; assists with color selection.
4. Manages grounds, tree and landscape contractor operations.
5. Repairs irrigation lines and configures irrigation controllers.
6. Supervises, directs and evaluates the work of staff; provides or coordinates staff training.
7. Responds to public inquiries and work requests regarding the level of maintenance services.
8. Develops and prepares specifications for acquiring maintenance services, equipment, and materials; prepares purchase orders; may interact with sales representatives.
9. Ensures tools and equipment are properly maintained and in proper working condition.
10. Maintains records of time, materials, supplies, equipment, and work performed; prepares various reports.
11. Reviews and evaluates employee performance; conducts or direct staff training and development.
12. Coordinates major maintenance and construction projects with staff and contractors.
13. Reviews plans and blueprints of proposed projects.
14. Oversees contracts and makes arrangements with contractors.
15. Inspects work performed by contractors to ensure compliance with City regulations and standards.

16. Coordinates construction and maintenance work with other sections within the Department as well as other City departments.
17. Manages and participates in the development and administration of the Municipal Services Division budget; monitors and approves expenditures.
18. Purchases supplies and equipment; approves contractor and supplier invoices.
19. Selects, trains, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies.
20. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Theory and practices of landscape construction and maintenance.
Operation and maintenance of irrigation systems.
Tree trimming practices.
Horticulture practices.
Parks and athletic field maintenance.
Pest control practices.
Principles of supervision, training and performance evaluation.
Federal, state, and local laws, codes, and regulations.
Modern office procedures and equipment including computers.
Word processing and other related software applications.
Safety techniques, practices, and regulations.

Ability to:

Plan, organize, and direct and coordinate the work of grounds maintenance personnel.
Supervise, train and evaluate assigned staff.
Follow written and oral instruction.
Communicate effectively verbally and in writing.
Maintain records and prepare reports.
Monitor a budget.
Prepare cost estimates.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Some college level coursework in a related field. Coursework and/or training in horticulture, park management or turf management preferred.
- Four (4) years of progressively responsible experience in the maintenance and repair of landscaping, including one (1) year of experience in a supervisory capacity.
- A valid State of California driver's license and an acceptable driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is performed indoors and outdoors.*
- *Noise level is quiet to loud.*
- *Utilizes hand and power tools.*
- *Works around machinery having moving parts.*
- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, kneel, crouch, stoop, squat, climb, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Perform heavy manual labor.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate equipment.*
- *Lift and move up to 75 pounds.*

CITY OF SANTA FE SPRINGS
STREET MAINTENANCE SUPERVISOR

Bargaining Unit: SFSCEA

Job Code: 15022

FSLA Status: Non-Exempt

Date Prepared: 9/6/2022

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, plans and directs all activities of the Street Section of the Public Works Department; ensures that City streets, sidewalks, curb, gutter, driveways, graffiti, street signs, street markings, illegal dumps are properly maintained, safe; and provides highly responsible and technical staff assistance.

SUPERVISION RECEIVED:

Receives general supervision from the Municipal Services Manager and performs a variety of technical tasks related to assigned area of responsibility.

SUPERVISION EXERCISED:

Exercises direct supervision over streets maintenance staff.

Supervises, assigns, reviews, and participates in the work of staff and contractors responsible for street maintenance tasks for City parks, facilities, and streets and providing maintenance, repair, and construction of City streets; performs a variety of technical tasks related to assigned area of responsibility.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

Street Maintenance Supervisor

B. Essential Job Specific Duties:

1. Plans, coordinates, supervises, directs, and inspects work crews and contractors involved in maintenance functions including asphalt and concrete operations related to streets, curbs/gutters, sidewalks, driveways and catch basin repairs, traffic control, special events, traffic signs, sewers, storm drains, street sweeping, graffiti,.
2. Plans, coordinates, supervises, and inspects the maintenance and repair of streets and parks.
3. Plans, organizes, and assignments work projects and activities for maintenance personnel; develops daily work schedules and coordinates completion of assigned tasks.
4. Determines utilization of and secures appropriate products, materials, and equipment to be used in section projects.
5. Assists in the preparation of the section budget; monitors expenditures of allocated funds; performs cost control activities; ensures effective use of resources.
6. Evaluates service needs, equipment, work methods, and operations; prepares estimates.
7. Manages the development and implementation of departmental goals, objectives, policies, and priorities for the Street Section of the Public Works Department.

C. Other Job Specific Duties

1. Establishes and enforces operating and safety procedures.
2. Supervises, directs and evaluates the work of staff; provides or coordinates staff training.
3. Responds to public inquiries and work requests regarding the level of maintenance services.
4. Develops and prepares specifications for acquiring maintenance services, equipment, and materials; prepares purchase orders; may interact with sales representatives.
5. Ensures tools and equipment are properly maintained and in proper working condition.
6. Maintains records of time, materials, supplies, equipment, and work performed; prepares various reports.
7. Reviews and evaluates employee performance; conducts or direct staff training and development.
8. Coordinates major maintenance and construction projects with staff and contractors.
9. Reviews plans and blueprints of proposed projects.
10. Oversees contracts and makes arrangements with contractors.
11. Inspects work performed by contractors to ensure compliance with City regulations and standards.
12. Coordinates construction and maintenance work with other sections within the Department as well as other City departments.
13. Manages and participates in the development and administration of the Municipal Services Division budget; monitors and approves expenditures.
14. Purchases supplies and equipment; approves contractor and supplier invoices.

15. Selects, trains, and evaluates personnel; provides or coordinates staff training; works with employees to correct deficiencies.
16. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Theory and practices of street construction, maintenance and management.
Traffic Safety.
Storm Drain maintenance.
National Pollutant Discharge Elimination System requirements, principles and practices.
Signing and striping practices.
OSHA Regulations.
Street sweeping maintenance practices. Principles of supervision, training and performance evaluation.
Federal, state, and local laws, codes, and regulations.
Modern office procedures and equipment including computers.
Word processing and other related software applications.
Safety techniques, practices, and regulations.

Ability to:

Plan, organize, and direct and coordinate the work of street maintenance personnel.
Supervise, train and evaluate assigned staff.
Follow written and oral instruction.
Communicate effectively verbally and in writing.
Maintain records and prepare reports.
Monitor a budget.
Prepare cost estimates.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Some college level coursework in a related field. Coursework and/or training in horticulture, park management or turf management preferred.
- Four (4) years of progressively responsible experience in the maintenance and repair of streets and landscaping, including one (1) year of experience in a supervisory capacity.

- A valid State of California driver's license and an acceptable driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is performed indoors and outdoors.*
- *Noise level is quiet to loud.*
- *Utilizes hand and power tools.*
- *Works around machinery having moving parts.*
- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, kneel, crouch, stoop, squat, climb, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Perform heavy manual labor.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate equipment.*
- *Lift and move up to 75 pounds.*



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

September 6, 2022

NEW BUSINESS

Approval of Parcel Map No.82031 – 11212 Norwalk Boulevard

RECOMMENDATION

- Approve Parcel Map No. 82031;
- Find that Parcel Map No. 82031 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 82031.

BACKGROUND

The subject property, located at 11212 Norwalk Boulevard, consists of seven existing lots on one parcel (APN 8025-001-014) that was previously lot tied. The property measures approximately +/-67,260 sq. ft. (1.54 acres) and is located along the east side of Norwalk Boulevard. The site is zoned M-2 Heavy Manufacturing, C-4 Community Commercial Zone. The proposed development will consist of a four-story mini-warehouse facility and a detached single-story office building. The proposed office building will be set back 24 feet from Norwalk Boulevard.

The Planning Commission, at its regular meeting on May 14, 2018, approved Tentative Parcel Map No. 821031. A Parcel Map is required to consolidate the existing seven (7) lots into one Parcel. A full-sized copy of the parcel map is available in the office of the City Clerk.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

None.

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

Raymond C. Cruz
City Manager

Attachments:

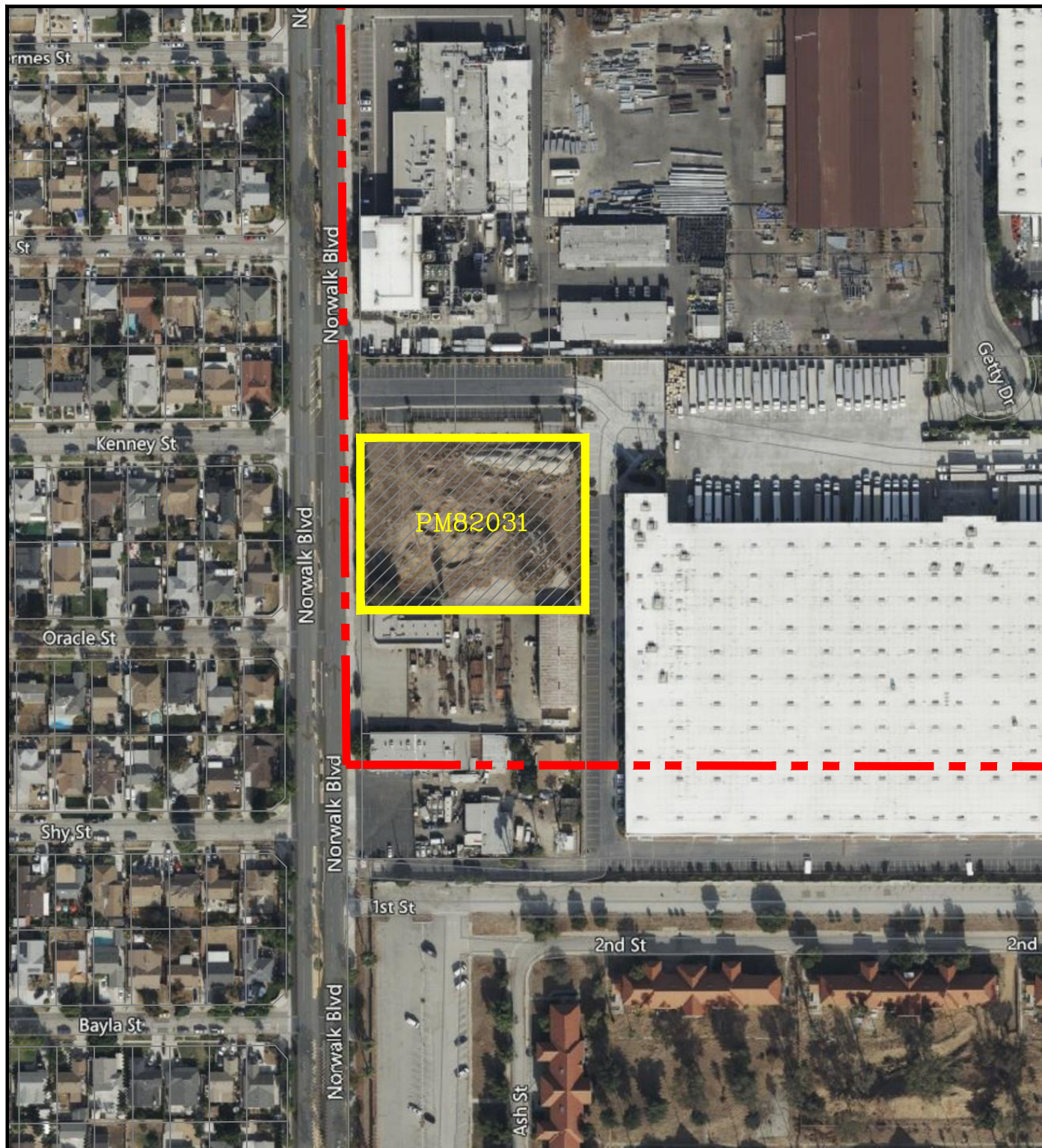
1. Location Map
2. Planning Commission Report

Report Submitted By:

Noe Negrete, Director
Department of Public Works

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

Date of Report: September 1, 2022



LOCATION MAP

PARCEL MAP NO. 82031

11212 NORWALK BOULEVARD



City of Santa Fe Springs

Planning Commission Meeting

April 12, 2021

CONSENT ITEM

Tentative Parcel Map No. 82031

Development Plan Approval Case No. 936-2

Conditional Use Permit Case No. 787-2

TPM No. 82031: A request for a time extension of Tentative Parcel Map No. 82031 to allow for the consolidation of seven (7) parcels into a single parcel measuring 67,260 sq. ft. at 11212 Norwalk Boulevard.

DPA Case No. 936-2: A request for a time extension of Development Plan Approval (DPA) Case No. 936 to allow for the construction of a new 128,869 sq. ft. mini-warehouse facility along with a new 1,200 sq. ft. office building at 11212 Norwalk Boulevard.

CUP Case No. 787-2: A request for a time extension to allow for the establishment, operation, and maintenance of a mini-warehouse facility on the subject property at 11212 Norwalk Boulevard, in the M-2, Heavy Manufacturing, Zone.
(Geminis Property Development, LLC)

RECOMMENDATIONS

- Find and determine that granting a one (1) year time extension of Tentative Parcel Map Case No. 82031, Development Plan Approval No. 936-2, and Conditional Use Permit Case No. 787-2 will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, polies, and programs of the City's General Plan; and
- Approve a one (1) year time extension for Development Use Permit Case No. 936-2 (until March 11, 2022), subject to the original conditions of approval for Development Plan Approval 936; and
- Approve a one (1) year time extension for Tentative Parcel Map No.82031 (until April 12, 2022), subject to the original conditions of approval for Tentative Parcel Map No. 82031; and
- Require that Conditional Use Permit Case No. 787-2 be subject to a compliance review in one (1) year, on or before, April 12, 2022, to ensure that the use is still operating in strict compliance with the conditions of approval as contained within this staff report.

BACKGROUND

On May 14, 2018, the Planning Commission originally approved Conditional Use Permit (CUP) Case No. 787 to allow the applicant, JSF Management, LLC, to establish, operate and maintain a mini-warehouse. Along with the approval of CUP

787, the Planning Commission concurrently approved Development Plan Approval Case No. 936 to allow for the construction of a new 128,896 sq. ft. mini-warehouse facility along with a new 1,200 sq. ft. office building; and Tentative Parcel Map No. 82031 to allow for the consolidation of seven (7) parcels into a single parcel, measuring 67,260 sq. ft.

On March 11, 2020 the Planning Commission took action to allow a time extension for the aforementioned entitlements, subject to review on or before March 11, 2021. The extension was granted in order to allow the applicant, JSF Management, LLC time to negotiate the sale agreement with the owner.

This is the second time extension request to date for the subject property and associated entitlements, Tentative Parcel Map Case No. 82031, Development Plan Approval No. 936-1, and Conditional Use Permit Case No. 787-1. A second time extension is being requested due to a change of applicant and purchasing developer. The current property owner, Geminis Property Development, LLC is requesting to extend the aforementioned entitlements in order to negotiate a sale agreement with one of two interested and reputable self-storage developers who they are currently working with.

ZONING REQUIREMENTS - TIME EXTENSIONS

Tentative Parcel Map

In accordance with California Government Code Section 66452.6, a tentative parcel map, which has not been utilized within 24 months, shall be null and void. The Code, however, provides that an extension of 12 months be granted by a local agency up to 24 months of total extension time.

Development Plan Approval

In accordance with Section 155.745 of the City's Zoning Regulation (see Code Section below), a development plan approval, which has not been utilized within 12 months, shall become null and void. The Code, however, provides that an extension of time be granted by Commission or Council action.

City of Santa Fe Springs – Zoning Regulations

Section 155.745 – Expiration

Unless otherwise specified in the action granting a conditional use permit, said conditional use permit which has not been utilized within 12 months from the effective date shall become null and void. Also the abandonment or nonuse of a conditional use permit for a period of 12 consecutive months shall terminate said conditional use permit and any privileges granted thereunder shall become null and void. However, an extension of time may be granted by Commission or Council action.

Conditional Use Permit

In accordance with the approved Conditions of Approval, Conditional Use Permit Case No. 787-2 shall be subject to a compliance review on or before April 12, 2022. Since the approved mini-warehouse has not been constructed, the applicant is requesting for a one (1) year extension for the compliance review.

ORIGINAL ENTITLEMENT REQUESTS**TENTATIVE PARCEL MAP (TPM 82031)**

Request for approval to consolidate seven (7) existing lots into one parcel measuring +/- 67,260 sq. ft. (1.54 acres) on property located at 11212 Norwalk Blvd., within M-2, Heavy Manufacturing, and C-4, Community Commercial, Zones. As mentioned previously, the seven (7) existing lots were previously consolidated through a lot tie, which is not recognized by the Subdivision Map Act, therefore, the applicant is seeking for approval to consolidate all seven (7) existing lots via Tentative Parcel Map 82031.

DEVELOPMENT PLAN APPROVAL (DPA 936)

Request for approval of Development Approval (DPA) Case No. 936: to allow for the construction of a new 128,896 sq. ft. mini-warehouse facility and a new 1,200 sq. ft. office building on the subject property.

Site Plan

The proposed development will consist of a four (4) story mini-warehouse facility and a detached single-story office building. The proposed office building will be setback a minimum of 24' from the street facing property lines along Norwalk Blvd. It should be noted that the proposed office building is located within C-4, Community Commercial, Zone while the proposed mini-warehouse facility is located within the M-2, Heavy Manufacturing, Zone. As a result, the proposed office building meets the minimum setback requirements for properties within the C-4. The proposed mini-warehouse facility will be setback a minimum of 140' from the street facing the property line along Norwalk Blvd. As a result, the proposed mini-warehouse facility meets the minimum setback requirements for properties within the M-2. The proposed development will provide two driveways along Norwalk Blvd. for ingress and egress. It should be noted that the southerly driveway is a shared driveway with the property to the south.

Floor Plan

The floor plan indicates that the proposed single-story office building will have 1,200 sq. ft. of building area with the main entrance located along the north side of the building. The proposed mini-warehouse facility will have four (4) stories of storage area totaling 128,896 sq. ft. with one (1) entrances located along the west portion of the building. All four (4) floors will have one (1) elevator, a lobby and a mini-storage area totaling 32,224 sq. ft. each.

Elevations

The elevations for the proposed office building reflects a contemporary design. The entry to the office building (north elevation) is provided with extensive glazing, canopy, and decorative roofing. The remaining elevations have been provided with a combination of the aforementioned architectural treatments, which results in an aesthetically pleasing building. The height of the proposed office building will be 30 ft.

Landscaping Requirements

The minimum landscape requirements for the proposed development, based on the overall street frontage of approximately 228', is 5,700 sq. ft. According to the submitted plan, the applicant will be providing a total of 8,800 sq. ft. of landscaping throughout the subject property, with a minimum 827 sq. ft. of landscaping within the parking area. The project, therefore, exceeds the minimum landscaping requirement set forth in the City's Zoning Regulation. As required by the City Code, the applicant will landscape at least 6% of the parking area.

Parking Requirements

Per the City's Zoning Regulation, the subject property is required to provide a total of 13 parking stalls.

- Proposed Development - 130,096 sq. ft. of mini-warehouse: 1 stall per 10,000 sq. ft. = 13 stalls.
-

A total of 14 parking stalls will be provided for the entire site: 11 standard stalls, 2 accessible stalls, and 1 electric vehicle stall. The project, therefore, exceeds the minimum requirement set forth in the City's Zoning Regulations.

Loading Doors

The proposed building will have 12 loading doors, along the west elevation. It should be noted that the loading doors are place strategically away from public view with screen wall and gate.

Trash Enclosures

According to the site plan, one (1) 18'-8" x 8'-8" (161.79 sq. ft.) trash enclosure will be constructed along the northern portion of the property. The size of the trash enclosure might change should the Building Department find it to be deficient.

CONDITIONAL USE PERMIT (CUP 787)

Request for approval of a Conditional Use Permit (CUP) to allow for the establishment, operation, and maintenance of mini-warehouse facility use within the M-2, Heavy Manufacturing, Zone. It should be noted that the proposed mini-warehouse facility is located within the M-2 Zone portion of the site.

In accordance with Section 155.637(A) of the City's Zoning Regulations, a mini-warehouse facility shall be permitted in the M-1 and M-2 Zones only after a valid CUP has first been issued.

STAFF CONSIDERATIONS

The property owner, Geminis Property Development, LLC, is currently working with two interested and reputable self-storage developers regarding the purchase of the subject property. The property owner, therefore, is requesting a one (1) year time extension of Tentative Parcel Map No. 82031; Development Plan Approval Case No. 936-2; and Conditional Use Permit Case No. 787-2. Providing the applicant with a time extension to their TPM, DPA, and CUP will keep the entitlements valid and allow the owner to continue their process to negotiate the purchasing agreement of the subject property with one of the two interested parties.



Wayne M. Morrell
Director of Planning

Attachments:

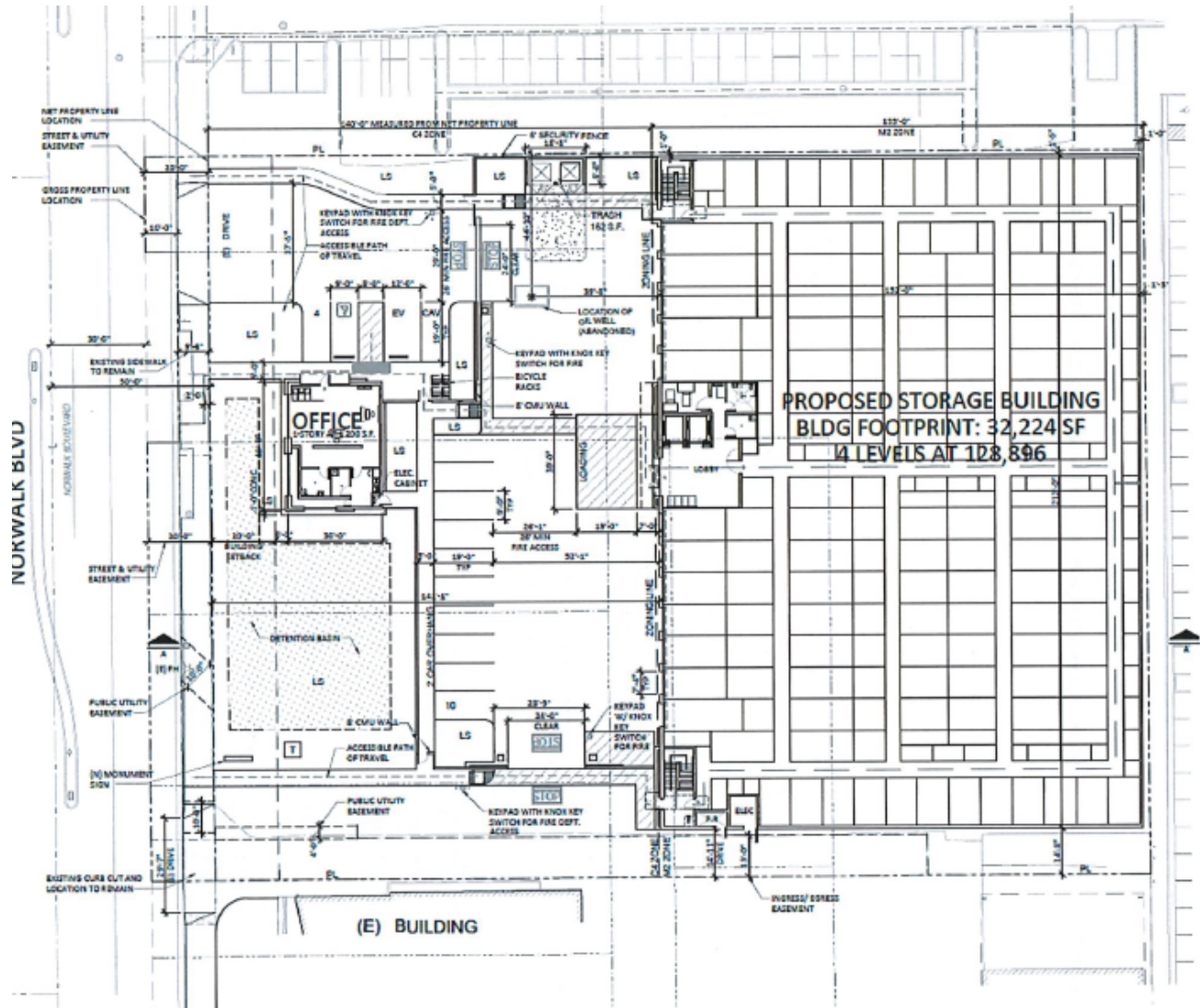
1. Aerial Photograph
2. Site Photos
3. Request for Time Extension
4. Letter of Intent
5. Condition of Approval – DPA 936 & CUP 787
6. Condition of Approval – TPM 82031

Aerial Photograph



Development Plan Approval Case No. 936
Conditional Use Permit Case No. 787
11212 Norwalk Boulevard
Johnson Development Associate, Inc.

Site Plan



Request for Time Extension

GEMINIS PROPERTY DEVELOPMENT, LLC
P.O. BOX 2767
SANTA FE SPRINGS, CA 90670

Received

MAR 09 2021

Planning Department

March 9, 2021

Dear Santa Fe Springs Planning Commission,

As you may recall, you granted Development Plan Approval ("DPA 936") and a Conditional Use Permit ("CUP 787") for Johnson Development Company to construct an approximate 130,000 SF Four Story Self-Storage Building on the approximate 1.54 Acre Parcel located at 11212 Norwalk Blvd., Santa Fe Springs. Unfortunately, after years of trying to satisfy the demands of the Department of Oil & Gas, Johnson and their **Investors** grew impatient and has cancelled the escrow to purchase and develop the Property as planned.

Fortunately, we have interest from at least two reputable Self-Storage Developers to purchase and develop the Property as planned. Therefore, we wish to extend "DPA 936" and "CUP 787", and we will provide payment of \$1,140 for each Permit as required.

We look forward to your favorable response as we have all agreed that this proposed Development would be a significant improvement to the City of Santa Fe Springs.

Thank You,



Scott Summerfield
Geminis Property Development, LLC

Letter of Intent

InSite Property Group, LLC
811 N Catalina Blvd, Suite 1306
Redondo Beach, CA 90277

March 23, 2021

Richard McGeagh
Senior Vice President
CBRE
2221 Rosecrans Avenue, Suite 100
El Segundo, CA 90245

Re: Letter of Intent to Purchase ~1.54 acres at 11212 Norwalk Bl, Santa Fe Springs, CA 90670 (the "Property")

Dear Mr McGeagh:

This letter serves as a letter of intent ("Letter of Intent") between InSite Property Group and/or its assigns ("Buyer"), and the undersigned owner(s) ("Seller," whether one or more) of the Property, outlining the terms and conditions on which Buyer may be willing to purchase the Property from Seller.

InSite Property Group is a joint venture formed between key founders of iStorage and Global Logistics Properties ("GLP"). GLP is the leading global provider of modern logistics facilities and currently manages over \$89 billion of assets and over 665 million square feet. Based in Redondo Beach, CA, we currently have over 40 projects representing over 5 million square feet across the US. We are managing or developing 20 properties in California including 13 in the Los Angeles metro. We believe our proposal, which is outlined below, provides certainty of close for the Seller.

1. Purchase Price. Buyer will pay Seller for the Property a total purchase price (the "Purchase Price") equal to **Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000)**, payable in cash at Closing.
2. Deposit. Within five (5) business days after the mutual execution of the Contract, Buyer shall deposit in escrow with an agent ("Escrow Agent") a deposit of **One Hundred Fifty Thousand Dollars (\$150,000)**, (the "Deposit"), which shall be refundable and applicable to the Purchase Price at Closing.
3. Sellers Information. Within three (3) business days after Seller's execution of this Letter of Intent, Seller will deliver to Buyer all of the information related to the Property described on EXHIBIT A attached hereto (collectively, "Seller's Information").
4. Contract. Immediately after the parties execute this Letter of Intent, Buyer will prepare a definitive Purchase and Sale Contract (the "Contract"), which shall be consistent with the terms of this Letter of Intent, and shall contain customary Seller's indemnity and

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representations and warranties concerning the Property, including the integrity of the due diligence materials delivered to Buyer, the environmental condition of the Property and other customary representations. Buyer and Seller agree to negotiate and fully execute the contract as expeditiously as possible.

5. Due Diligence Period. Buyer shall have 60 days after the execution of the Contract and Seller delivers to Buyer all of Seller's Information (the "Due Diligence Period") to inspect the Property and conduct such due diligence as Buyer deems necessary at its sole expense. During Contract Negotiations, the Due Diligence Period and thereafter through Closing, Seller will give Buyer and its designated agents reasonable access to the Property and Seller's Information.
6. Removal of Contingencies. If Buyer elects to proceed with the Closing on or before the expiration of the Due Diligence Period, the Deposit is non-refundable to Buyer under all circumstances other than: (i) Seller's default of its obligations under the Contract, or (ii) the inaccuracy of Seller's representations and warranties under the Contract, or (iii) the failure of any Buyer's Conditions to Closing as set forth herein and in the Contract.
7. Closing. The closing of the sale and purchase transaction contemplated by the Contract (the "Closing") will take place on a date (the "Closing Date") that is 15 days from completion of the Due Diligence Period.
8. Closing Costs. At Closing, Seller will pay: (i) the premium for a standard ALTA Owner's Policy of title insurance in the full amount of the Purchase Price; (ii) all transfer taxes and stamp fees, and (iii) Seller's attorneys' fees. At Closing, Buyer will pay for: (i) the premium for an extended ALTA Owner's Policy of title insurance in the full amount of the Purchase Price; (ii) the cost to record the special warranty deed; (iii) the cost of any appraisal; (iv) all environmental, engineering and other inspection reports commissioned by Buyer; (v) Buyer's attorneys' fees; and (vi) all escrow fees.
9. Title and Escrow; Survey. Title and Escrow shall be through Chicago Title Insurance Company (the "Title Company"), 10 South LaSalle St. Suite 3100, Chicago, IL 60603, attention: Cindy Malone. In the event a current survey of the Property is required for issuance of the title policy free and clear of survey exceptions, Buyer shall order a survey at Buyer's expense.
10. Buyer's Conditions to Closing. The Closing will be conditioned on, but not limited to, the satisfaction of the following conditions precedent: (i) the Title Company's commitment to issue to Buyer at Closing, at Seller's sole expense, a standard ALTA Owner's Policy of title insurance, in the amount of the total Purchase Price, insuring that fee title to the Property is indefeasibly vested in Buyer, subject only to those exceptions approved in writing by Buyer during the Due Diligence Period, (ii) all of Seller's representations and warranties in the Contract will be true and correct as of the Closing Date, (iii) Seller shall have performed all covenants required to be performed by Seller under the Contract on or before the Closing Date, (iv) all leases, licenses and other rights to occupy or use the Property shall have been terminated and all materials, personal property and debris shall have been removed from the Property at Seller's expense.

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11. Broker. Greg Dyer and John Hillman, at CBRE represents the Buyer ("Broker"). Broker commission of 2.5% to be paid by the Seller.
12. Exclusivity. Buyer and Seller have each incurred effort and expense in preparing for the Transaction contemplated by this Letter of Intent. In consideration for the effort and expense to be incurred by Buyer in conducting its diligence work and engaging the services of attorneys and other advisors, Sellers agree to deal exclusively with Buyer with respect to the sale of the Property, and agrees that it will not enter into, negotiate, solicit or knowingly encourage or participate in any negotiations relating to the sale of the Party with any party other than Buyer following execution of this letter of intent.
13. Confidentiality. All information furnished by Buyer or Seller and their respective representatives will be held in strict confidence by the party receiving such information and its representatives and will not be disclosed to any third party except representatives who need access to the information in order to work on the proposed transaction. All information furnished by the parties to the other will be deemed to be proprietary in nature and shall be kept confidential unless: (a) the party providing the information consents to disclosure to third persons; (b) the information is already in the public domain; (c) disclosure of the information is compelled by process of law; (d) the party receiving the information already had such information in its possession or (e) such information is obtained from a third party not subject to confidentiality. Notwithstanding the foregoing, nothing in this provision, shall prevent Buyer from communicating with governmental or quasi-governmental agencies, or environmental consultants, including environmental consultants retained by third parties, in connection with the Property or the Project.

By executing this Letter of Intent, each of the undersigned representatives of Seller and Buyer represent and warrant that he or she is fully authorized to execute and deliver this Letter of Intent on behalf of the entity for which such person signs in the capacity herein stated.

This letter outlines the salient basic terms of Buyer's proposal to buy the Property and is not intended to impose a binding obligation on either party to complete the sale and purchase transaction as anticipated herein. Prior to entry into a definitive Contract, either party may terminate discussions hereunder for any reason or for no reason.

If the terms and conditions outlined in this Letter of Intent are acceptable to Seller, please execute one copy of this Letter of Intent in the space below and return it to Buyer. This letter of intent will automatically expire if the Seller does not return a fully executed counterpart of this Letter of Intent to Buyer on or before 5:00 p.m. P.S.T, on **March 30, 2021**.

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Sincerely,
InSite Property Group, LLC

By: 

Keith Wetzel
Its: Managing Partner

This Letter of Intent is hereby agreed to and accepted by the undersigned Seller, who represents that it/they are the sole and only owner(s) of the Property, on _____, 2021:

Seller: _____

Seller's Address:

By: _____

Name: _____

Title: _____

Attachment No. 5
Conditions of Approval
DPA 936 & CUP 787

DPA 936-2 & CUP 787-2
11212 Norwalk Blvd.
Conditions of Approval

DEVELOPMENT PLAN APPROVAL (DPA 936-2)

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Robert Garcia 562-868-0511 x7545)

1. That the applicant shall pay a flat fee of \$ 5,381 to reconstruct/resurface the existing street frontage to City limit for Norwalk Boulevard.
2. That the applicant shall design and construct a 5-foot wide meandering sidewalk per City standards and dedicate an easement along the Norwalk Boulevard street frontage. If applicable, the dedicated easement shall be shown on the Parcel/Tract Map. In addition, the applicant shall remove and construct two driveways per City Standard R-6.4C. Furthermore, said meandering sidewalk and Driveways shall be shown on both the civil and landscape plans.
3. That adequate “on-site” parking shall be provided per City requirements, and all streets abutting the development shall be posted “No Stopping Any Time.” The City will install the offsite signs and the applicant shall pay \$ 400 to install (2) new signs.
4. Proposed driveways shall be located to clear existing fire hydrants, street lights, water meters, etc.
5. Storm drains, catch basins, connector pipes, retention basin and appurtenances built for this project shall be constructed in accordance with City specifications in Norwalk Boulevard. Storm drain plans shall be approved by the City Engineer.
6. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer. That the applicant shall pay to the City the entire cost of design, engineering, installation and inspection of Fire hydrants.
7. That sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study (including a sewer flow test) shall be submitted along with the sanitary sewer plans.
8. All buildings shall be connected to the sanitary sewers.
9. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp approval from the Planning Department and Public Works Department prior to the Fire Department’s review for approval. Disinfection, pressure and bacteriological testing on the line between the street

and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.

10. That the applicant shall obtain a Storm Drain Connection Permit for any connection to the storm drain system.
11. That the applicant shall connect the landscape irrigation system to reclaimed water, if available, on Norwalk Boulevard. Separate meter(s) shall be installed to accommodate connection or future connection of irrigation systems to the reclaimed water line.
12. The applicant shall have an overall site utility master plan prepared by a Registered Civil Engineer showing proposed location of all public water mains, reclaimed water mains, sanitary sewers and storm drains. This plan shall be approved by the City Engineer prior to the preparation of any construction plans for the aforementioned improvements.
13. The applicant shall submit a traffic study prepared by a Professional Engineer. The traffic study shall show the present traffic in the area and projected traffic after the development of the property. Any improvements or mitigation measures including installation of traffic signals and/or modifications, the installation of additional left turn lanes or deceleration lanes, the lengthening of left turn lanes or other median modifications, etc. that are warranted based on the study, the applicant and/or developer shall pay to the City the full cost of design engineering, installation and inspection of the improvements. The City will design and cause construction of the improvements.
14. That all point of access to the proposed development shall be reviewed and approved by the City Engineer. Left turns may be prohibited as designated by the City Engineer.
15. That the applicant shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The applicant and/or developer will receive credit for the demolition of any buildings that formerly occupied the site. For new developments, the applicant and/or developer cannot meet the mitigation requirements, the applicant and/or developer shall pay a mitigation fee to be determined by the City Engineer for off-site transportation improvements.
16. That the applicant shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
17. That the applicant shall pay the water trunkline connection fee of \$3,700 per acre upon application for water service connection or if utilizing any existing water service.

18. That a grading plan shall be submitted for drainage approval to the City Engineer. The applicant shall pay drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plan.
19. That a hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be prepared by a Professional Civil Engineer.
20. That upon completion of public improvements constructed by developers, the developer's civil engineer shall submit mylar record drawings and an electronic file (AutoCAD Version 2004 or higher) to the office of the City Engineer.
21. That the applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the current MS4 Permit. The applicant will also be required to submit a Certification for the project and will be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) and Low Impact Development Plan (LID).

DEPARTMENT OF FIRE - RESCUE (FIRE PREVENTION DIVISION)
(Contact: Richard Kallman 562-868-0511 x3710)

22. That the applicant shall comply with the Alternate Design Proposal provided by Response Fire Protection in lieu of the required fire department access roads.
23. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system per Section 93.11 of the Santa Fe Springs Municipal Code.
24. That the applicant shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study, in accordance with Ordinance No. 955, prior to issuance of building permits.
25. To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations, must be sealed with an appropriate material. In addition, underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC), replete with a seal-off device normally required for classified electrical installations, so as to prevent the travel of combustible methane gas into the structure through conduit runs.
26. When applicable, abandoned oil wells must be exposed and inspected under the oversight of a registered engineer or geologist. The wells must be monitored for methane leaks and the precise location of each abandoned well shall be surveyed. A report of findings along with a description of any recommended remedial actions needed to comply with the Division of Oil, Gas, and Geothermal Resources, signed by a registered engineer or geologist, must be provided to the Fire Department

27. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
28. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 1,313 gpm with a residual pressure of 20 psi flowing from the most remote hydrant. This flow is based on a maximum fire-flow calculation area of 129,000 square feet and Type IIA construction. If a larger fire-flow calculation area is used or the construction type is changed, Fire Department approval must be obtained. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.
29. That the standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.
30. That prior to submitting plans to the Building Department, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
31. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
32. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

DEPARTMENT OF FIRE – RESCUE (ENVIRONMENTAL DIVISION)
(Contact: Tom Hall 562-868-0511 x3715)

33. That prior to issuance of building permits, the applicant shall comply with the applicable conditions below and **obtain notification in writing** from the Santa Fe Springs Department of Fire-Rescue Environmental Protection Division (EPD) that all applicable conditions have been met:
 - a. At a minimum, the applicant must conduct an All Appropriate Inquiries (AAI) Investigation (formerly called a Phase I Environmental Site Assessment) in accordance with ASTM Standard E1527-05. The applicant shall provide the EPD with a copy of the AAI investigation report for review and approval. If the AAI investigation identifies a release, or potential release at the site, the applicant must comply with part b.
 - b. An environmental site assessment may be required based on the information presented in the AAI investigation report. The

environmental site assessment report must be reviewed and approved by the EPD in writing. Should the report indicate that contaminate levels exceed recognized regulatory screening levels, remedial action will be required. A remedial action work plan must be approved by the authorized oversight agency before implementation. Once remedial action is complete, a final remedial action report must be submitted and approved by the oversight agency.

- c. **Soil Management Plan & Report.** A Soils Management Plan (SMP) which addresses site monitoring and a contingency plan for addressing previously unidentified contamination discovered during site development activities may be required. If required, the SMP shall be submitted to the EPD for review and approval before grading activities begin. Once grading is complete, a SMP report must be submitted to the EPD for final written approval. Building plans will not be approved until the SMP report has been approved by the EPD in writing.

- 34. **Permits and approvals.** That the applicant shall, at its own expense, secure or cause to be secured any and all permits or other approvals which may be required by the City and any other governmental agency prior to conducting environmental assessment or remediation on the property. Permits shall be secured prior to beginning work related to the permitted activity.
- 35. That all abandoned pipelines, tanks and related facilities shall be removed unless approved by the City Engineer and Fire Chief. Appropriate permits for such work shall be secured before abandonment work begins.
- 36. That the applicant shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, California Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
- 37. That the applicant shall submit plumbing plans to the Santa Fe Springs Department of Fire-Rescue Environmental Protection Division (EPD) and, if necessary, obtain an Industrial Wastewater Discharge Permit Application for generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

POLICE SERVICES DEPARTMENT:

(Contact: Lou Collazo at 562-409-1850 x3320)

- 38. That the applicant shall submit and obtain approval of a proposed lighting (photometric) plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric plans shall be

submitted to the Director of Police Services no later than sixty (60) day from the date of approval by the Planning Commission.

39. That the applicant shall provide an emergency phone number and a contact person of the person or persons involved in the supervision of the construction to the Department of Police Services. The name, telephone number, fax number and e-mail address of that person shall be provided to the Director of Police Services no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.
40. That in order to facilitate the removal of unauthorized vehicles parked on the property, the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.
41. That the proposed buildings, including any lighting, fences, walls, cabinets, and poles shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
42. That during the construction phase of the proposed project, the contractor shall provide an identification number (i.e. address number) at each building and/or entry gate to direct emergency vehicles in case of an emergency. The identification numbers may be painted on boards and fastened to the temporary construction fence. The boards may be removed after each building has been identified with their individual permanent number address.
43. That it shall be the responsibility of the job-supervisor to maintain the job site in a clean and orderly manner. Dirt and debris that has migrated to the street or neighboring properties shall be immediately cleaned. Porte-potties, or equal, shall not be visible from the public street and maintained on a regular basis.

WASTE MANAGEMENT:**(Contact: Teresa Cavallo 562-868-0511 x7309)**

44. The applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
45. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Environmental Consultant, Morgan McCarthy at (562) 432-3700 or (805) 815-2492.
46. The applicant shall comply with Public Resource Code, Section 42900 et seq. (California Solid Waste Reuse and Recycling Access Act of 1991) as amended, which requires each development project to provide adequate storage area for the collection/storage and removal of recyclable and green waste materials.

PLANNING AND DEVELOPMENT DEPARTMENT:**(Contact: Andrew Gonzales 562-868-0511 x7519)**

47. That the approval of Development Plan Approval Case No. 936 is contingent upon approval of Tentative Parcel Map Case No. 82031.
48. That the owner/developer shall apply for an Well Review Report (report) through the Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR). A copy of this report shall be provide to the Planning Department. If historic oil wells are identified on-site, well abandoned to current DOGGR standards may be required before a building permit can be issued.
49. That the owner/developer shall apply for an Oilfield Site Plan Review through the Planning Department prior to building permit can be issued.
50. That if the subject property is deemed to be located within the methane zone by the City of Santa Fe Springs Planning Department, the owner/developer shall indicated the subject property is located within the methane zone on the first page of the building plan. Said indication shall be clearly painted with a minimum front size of 12 point.
51. That the owner/developer must pay for all required Los Angeles County's sewer connection fee prior to the issuance of a sewer connection permit from the Los Angeles County Sanitation Districts. For more information and a copy of the Connection Fee Information Districts. For more information and a copy of the Connection Fee Information Sheet, go to www.lacsd.org. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee counter at (562) 908-4288, extension 2727.
52. That the Mitigation Monitoring and Reporting Program, which was prepared for the proposed project and adopted by the Planning Commission upon completion of

the Mitigated Negative Declaration, shall be made part of the conditions of approval for Development Plan Approval Case No. 936 and Conditional Use Permit Case No. 787. The Mitigation Monitoring and Reporting Program is listed as an attachment to the staff report.

53. That the owner/developer shall implement a dust control program for air quality control. The program shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction. The developer shall provide the City Engineer and Building Official with the name, telephone number and e-mail address of the person directly responsible for dust control and operation of the vehicle.
54. That during construction, the following information shall be made available on a sign posted at the main entrance(s) to the site:
 - a. Name of the development/project.
 - b. Name of the development company.
 - c. Address or Address range for the subject site.
 - d. 24-hour telephone number where someone can leave a message on a particular complaint (dust, noise, odor, etc.)
55. That the owner/developer must provide on-site bicycle racks or other secure bicycle parking that accommodate a minimum six (6) bicycles.
56. That the applicant shall provide a bulletin board, display case, or kiosk to display transportation information where the greatest number of employees are likely to see it. Information shall include, but is not limited to, the following:
 - a. Current maps, routes and schedules for public transit routes serving the site; and
 - b. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators; and
 - c. Ridesharing promotional material supplied by commuter-oriented organization; and
 - d. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information; and
 - e. A listing of facilities available for carpoolers, vanpoolers, bicyclist, transit riders and pedestrians at the site. This is required to both meet the requirements of Section 155.502 (D) of the Zoning Regulations and also a goal identified within the City's General Plan Circulation Element.
57. That the owner/developer understands and agrees that compliance with condition of approval number 55 and 56 must be obtained prior to issuance of a certificate of occupancy.

58. That the proposed wrought iron gate facing the west elevation shall be minimum 8 feet in height. The owner/developer shall provide a screening for said wrought iron gate, subject to the approval of the Director of Planning or his/her designee.
59. That the owner/developer agrees and understands that all existing overhead utilities within the development shall be placed underground.
60. To prevent the travel of combustible methane gas into any structure, all slab or foundation penetrations, including plumbing, communication and electrical penetrations, must be sealed with an appropriate material. In addition, underground electrical conduits penetrating the slab or foundation of the structure, shall comply with the National Electrical Code (NEC). Refer to California Electrical Code, Chapter 5, Sections 500 and 501.
61. The Department of Planning and Development requires that the double-check detector assembly be placed as far back as practical, screened by shrubs or other materials, and painted forest green. All shrubs shall be planted a minimum distance of two (2) feet surrounding the detector assembly; however, the area in front of the OS and Y valves shall not be screened. The screening shall also only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly. There must be a minimum distance of two (2) feet between the lowest part of the ground and the bottom of the valve shut off wheel.
62. Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 1054.
63. Prior to submitting plans to the Building Division for plan check, the applicant shall submit Mechanical plans that include a roof plan that shows the location of all roof mounted equipment. All roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning or designee.
 - a. To illustrate the visibility of equipment and/or duct work, the following shall be submitted along with the Mechanical Plans:
 - i. A roof plan showing the location of all roof-mounted equipment;
 - ii. Elevations of all existing and proposed mechanical equipment; and
 - iii. A building cross-section drawing which shows the roof-mounted equipment and its relation to the roof and parapet lines.
64. Owner/developer shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials, existing and

proposed. *Said plans shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*

NOTE: Staff shall not approve the landscaping and irrigation plan without first reviewing and approving the civil drawings, specifically as it pertains to the landscaping and irrigation plan (i.e., location and size of riprap, bio-swales, areas of infiltration trenches, etc.)

65. The landscaped areas shall be provided with a suitable, fixed, permanent and automatically controlled method for watering and sprinkling of plants. This operating sprinkler system shall consist of an electrical time clock, control valves, and piped water lines terminating in an appropriate number of sprinklers to insure proper watering periods and to provide water for all plants within the landscaped area. Sprinklers used to satisfy the requirements of this section shall be spaced to assure complete coverage of all landscaped areas. *Said plan shall be consistent with AB 1881 (Model Water Efficient Landscape Ordinance).*
66. That upon completion of the new landscaping, said landscaped areas shall be maintained in a neat, clean, orderly and healthful condition. This is meant to include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, and replacement of plants when necessary and the regular watering of all plantings.
67. That any damaged asphalt and swale (ribbon gutter) shall be repaired and the parking lot area shall be slurry-sealed and re-striped within ninety (90) days from the date of issuance of a Certificate of Occupancy by the Building Inspector for the proposed building addition.
68. That the owner/developer shall submit a lighting program that is integrated into the overall site, landscape design and building design. Lighting shall be used to highlight prominent building features such as entries and other focal point. Up-lighting can also be used as a way to enhance the texture of plants and structures, to create a sense of height in a landscape design.
69. That the electrical plans, which show the location of electrical transformer(s), shall be subject to the approval of the Planning Department. Transformers shall not be located within the front yard setback area. The location of the transformer(s) shall be subject to the prior approval of the Director of Planning and Development or designee. The electrical transformer shall be screened with shrubs consistent with Southern California Edison's Guidelines which requires three foot clearance on sides and back of the equipment, and eight foot clearance in front of the equipment. Additionally, the landscaping irrigation system shall be installed so that they do not spray on equipment. (A copy of the Guideline is available at the Planning Department.)
70. That all fences, walls, gates and similar improvements for the proposed development shall be subject to the prior approval of the Fire Department and the Department of Planning and Development.

71. That the Department of Planning and Development shall first review and approve all sign proposals for the development. The sign proposal (plan) shall include a site plan, building elevation on which the sign will be located, size, style and color of the proposed sign. All drawings shall be properly dimensioned and drawn to scale on 11" x 17" maximum-size paper. All signs shall be installed in accordance with the sign standards of the Zoning Ordinance and the Sign Guidelines of the City.
72. That all approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning or designee. The calculation to determine the required storage area shall be determine by the City Building Department.
73. All outdoor trash enclosures shall provide a solid roof cover.
74. The applicant shall not allow commercial vehicles, trucks and/or truck tractors to queue on Norwalk Blvd., use street(s) as a staging area, or to backup onto the street from the subject property.
75. The proposed building shall be constructed of quality material and any material shall be replaced when and if the material becomes deteriorated, warped, discolored or rusted.
76. Approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
77. That all parking stalls shall be legibly marked off on the pavement, showing the required parking spaces. Additionally, all compact spaces shall be further identified by having the words "Compact" or comparable wording legibly written on pavement, wheel stop or on a clearly visible sign.
78. That prior to issuance of building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
 - a. Covenants.
 1. Applicant shall provide a written covenant to the Planning Department that, except as may be revealed by the environmental remediation described above and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could

affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq

2. Applicant shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of applicant's knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
 - b. Applicant understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
 - c. Applicant understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.
79. That prior to occupancy of the property/building, the applicant, and/or his tenant(s), shall obtain a valid business license (AKA Business Operation Tax Certificate), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting Cecilia Martinez at (562) 868-0511, extension 7527, or through the City's web site (www.santafesprings.org).
80. That the applicant or the owner/developer shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. *Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.*

81. That the owner/developer shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Martinez, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
82. That the development shall otherwise be substantially in accordance with the plot plan, floor plan, and elevations submitted by the owner and on file with the case. Any modification shall be subject to the review and approval of the Director of Planning or his/her designee.
83. That the final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning.
84. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
85. That the applicant and owner/developer agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the all entitlements and approvals issued by the City in connection with the Project and from any CEQA challenges relating to the environmental review and determination for the Project, or any actions or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the applicant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
86. That unless otherwise specified in the action granting Development Plan Approval, said approval which has not been utilized within a period of 12 consecutive months from the effective date shall become null and void. Also the abandonment or nonuse of a development plan approval and any privileges granted thereunder shall become null and void. However, an extension of time may be granted by Commission or Council action.
87. That it is hereby declare to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and the privileges granted hereunder shall lapse.

88. That the owner/developer understands and agrees if changes to the original plans (submitted and on file with the subject case) are required during construction, revised plans must be provided to the planning department for review and approval prior to the implementation of such changes. Please note that certain changes may also require approvals from other departments.
89. That the applicant shall clarify on the construction drawings that all roof drains facing the west elevation shall be install along the interior of the proposed pop-out. Any exposed roof drains should be painted to match the color of the building.
90. That all lighting, fences, walls, and poles shall be maintained by the applicant in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 24 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the adjacent surfaces.

CONDITIONAL USE PERMIT (CUP 787-2)

WASTE MANAGEMENT:

(Contact: Teresa Cavallo 562-868-0511 x7309)

1. The applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Andrew Gonzales 562.868-0511 x7451)

2. That Conditional Use Permit Case No. 787 allows for a mini-warehouse use within a 128,896 square feet concrete tilt-up building located at 11212 Norwalk Boulevard. Approval of Conditional Use Permit case No. 787 is contingent upon approval of Development Plan Approval Case No. 936 and Tentative Parcel Map Case No. 82031.
3. That the property owner shall ensure the operator of the mini-warehouse facility complies with City of Santa Fe Springs Municipal Section 155.637.
4. That no parking of vehicles shall be allowed in front of the loading door along the south elevation.
5. That all loading and unloading activities shall occur within the designated loading area only.
6. That no portion of the required on-site parking area shall be used for outdoor storage of any type or for special activities.

7. That the exterior exit doors shall remain closed when not being used for ingress/egress purposes. Additionally, the applicant shall inform all staff members and clients not to loiter or make loud noises outside of the building.
8. That the applicant shall maintain the area in a clean and orderly manner at all times.
9. That there shall be no on-site kitchen facilities or preparation of food and drinks without prior approval from the Director of Planning or his/her designee.
10. That the applicant shall notify, in writing, of any change in ownership within 30 days. The conditions of approval shall be binding to any successors.
11. That prior to occupancy of the tenant space, the applicant shall obtain a valid business license (AKA Business Operation Tax Certification), and submit a Statement of Intended Use. Both forms, and other required accompanying forms, may be obtained at City Hall by contacting Cecilia Martinez at (562) 868-0511, Extension 7527, or through the City's website (www.santafesprings.org).
12. The Conditional Use Permit Case No. 787 shall be subject to a compliance review on or before **April 12, 2022**. Approximately three (3) months before **April 12, 2022**, the applicant shall request, in writing, an extension of the privileges granted herein, provided that the use has been continuously maintained in strict compliance with these conditions of approval.
13. That the applicant, Johnson Development Associates Inc., agree to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officer or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards arising from or in any way related to the subject Conditional Use Permit, or any action or operations conducted pursuant thereto. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, and shall cooperate fully in the defense thereof.
14. That if there is evidence that conditions of approval have not been fulfilled or the use has or have resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent or proximate property, or have a substantial adverse impact on public facilities or service, the Director of Planning may refer the use permit to the Planning Commission for review. If upon such review, the Commission finds that any of the results above have occurred, the Commission may modify or revoke the use permit.
15. That it is hereby declared to be the intent that if any provision of this Approval is violated or held to be invalid, or if any law, statute or ordinance is violated, this Approval shall be void and privileges granted hereunder shall lapse.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

September 6, 2022

NEW BUSINESS

Water Feature Maintenance Service Agreement-Approval of Agreement

RECOMMENDATION

- Approve Contract with Payless Pool Service Company to provide water feature maintenance services; and
- Authorize the Mayor to execute a Contract with Payless Pool Service Company.

BACKGROUND

The City Council, at their meeting of February 22, 2018, entered into a Service Agreement with Payless Pools Service Company (Payless Pools) for the Maintenance of the City's Water Features City wide. The original service agreement term with Payless Pool was for three years, with two, one-year extensions bringing the total length of the agreement to five years. The service agreement is scheduled to expire on February 22, 2023.

At the May 17, 2022 council meeting, staff requested authorization to issue a request for bids. Council directed staff to negotiate and extend the contract with the current vendor, Payless Pools.

Staff is recommending that the City Council approve the new Three Year Agreement with two, one-year extensions, to February 22, 2026, due to effective service, responsiveness, and quality of work. Payless Pools is requesting an increase of \$1,000 a month, from the current \$6,500 a month to \$7,500 a month. The reasons for the cost increases are to cover inflation, the increased scope of services, and the increased costs of supplies, specifically the cost of providing chlorine.

LEGAL REVIEW

The City Attorney's office has reviewed Water Feature Maintenance Contract.

FISCAL IMPACT

Payless Pools Service Company requests an increase of \$1,000 a month, from the current \$6,500 a month to \$7,500 a month to cover the increased scope of services and costs of supplies. Upon approval, Payless Pools Service Company will continue to provide water feature maintenance services to the 22 water features Citywide. The additional \$1,000 per month increase can be absorbed into the Public Works Operational and Maintenance Budget for Fiscal Year 2022/23.

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

Raymond R. Cruz
City Manager

Attachments:

1. Agreement

Report Submitted By:

Noe Negrete
Director of Public Works

Handwritten initials in blue ink, possibly "MN".

Date of Report: September 1, 2022

**CITY OF SANTA FE SPRINGS
WATER FEATURE MAINTENANCE SERVICES AGREEMENT
WITH
PAYLESS POOL SERVICES**

This Water Feature Maintenance Services Agreement (“Agreement”) is made and entered as of September 6, 2022, (“Effective Date”), by and between the City of Santa Fe Springs, a California municipal corporation (“City”) and Ron Ladoski, a sole proprietorship doing business as Payless Pool Services (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 23, 2023, and shall remain and continue in effect for a period of three years, unless sooner terminated pursuant to the provisions of this Agreement. The City, at its discretion, may extend the term of Agreement for up to two one-year periods upon written notice to Contractor.

2. SERVICES

Contractor shall perform the services described and set forth in Exhibit A (“Services”) incorporated herein by this reference.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Contractor monthly, in accordance with the fee schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference. This amount shall not exceed \$7,500 monthly, excepting extra work and emergency call-out services as set forth in Exhibit B.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in

advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Contractor the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

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

8. OWNERSHIP OF DOCUMENTS

- A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement.

Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Contractor is named in such

Action, and upon demand by the City, Contractor shall defend the City at Contractor's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability

Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

To the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attention: Director of Public Works

COURTESY COPY TO:
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Finance Director

To Contractor: Payless Pool Service
 11642 Telegraph Road
 Santa Fe Springs, CA 90670
 Attention: Ron G. Laskodi

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that the City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

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

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF SANTA FE SPRINGS

CONTRACTOR

Annette Rodriguez, Mayor

Ron Laskodi

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services consists of Standard Services for routine weekly cleaning and maintenance of the City's water features and Special Provisions that are specific to certain water features. All work necessary to perform the cleaning and maintenance services shall be performed in a manner acceptable to the City.

A. STANDARD SERVICES

Weekly Maintenance Services:

1. Inspection of overall system operations, including mechanical, electrical, water and chemical components.
2. Inspection and performance of water analysis, maintenance of proper water levels and water quality.
3. Cleaning of water features to include but not be limited to:
 - a. Cleaning of baskets, skimmers
 - b. Cleaning of pump intakes
 - c. Skimming of water surfaces
 - d. Brushing and scrubbing of walls and rocks
 - e. Vacuuming of water features
 - f. Removal of all accumulated trash and debris
 - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
 - h. Backwashing of sand filters as needed
 - i. Cleaning and replacing of cartridge filters as needed
 - j. Checking the pH of the water
 - k. Adding chlorine to the chlorinator for algae and mosquito control
4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
6. Documentation of recommended repairs in writing, as noted on maintenance reports.

B. SPECIAL SERVICES

1. Access to the fountains listed below require Confined Space Entry:
 - a. Veteran's Fountain
 - b. East Entry Fountain
 - c. West Entry Fountain
 - d. Villages Fountain
2. All confined space entries will comply with Cal-OSHA standards.
3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.
6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

C. WATER FEATURE NAMES AND LOCATIONS

<u>Water Feature</u>	<u>Location</u>
1. Veterans Fountain	11710 Telegraph Road
2. East Entry Fountain	Telegraph Road and Laurel Avenue
3. Neighborhood Center, Front	9255 Pioneer Boulevard
4. Heritage Park, Native Amer. Exhibit	12100 Mora Drive
5. Heritage Park, Formal Garden	12100 Mora Drive
6. Heritage Park, Reservoir	12100 Mora Drive
7. Heritage Park, Tank House	12100 Mora Drive
8. Heritage Park Abalone Fountain	12100 Mora Drive
9. Heritage Park, Conservatory	12100 Mora Drive
10. Sculpture Garden, Reflection Pond	10405 Norwalk Boulevard
11. Sculpture Garden, Geyser Fountain	10405 Norwalk Boulevard
12. Sculpture Garden, Founders Plaza	10405 Norwalk Boulevard

13. Food Court Fountain, North	12215 Telegraph Road
14. Food Court Fountain, South	12215 Telegraph Road
15. Heritage Drive, Step Fountain	Telegraph Road and Heritage Drive
16. Heritage Drive, Fountain-North	Heritage Drive and Slusher
17. Heritage Drive, Fountain-South	Heritage Drive and Slusher
18. Heritage Drive, Fountain	Heritage Drive and Mora Drive
19. Clarke Estate, Entry Fountain	10211 Pioneer Boulevard
20. Clarke Estate, Reflection Pool	10211 Pioneer Boulevard
21. West Entry Fountain	Telegraph Road and Cedardale
22. Villages Fountain	Southwest Corner Telegraph Road and Bloomfield

- D. **WORK SCHEDULES.** All work must be accomplished within the hours approved by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

E. **CONTRACTOR'S EMPLOYEES**

The Contractor shall provide employees with uniforms meeting City approval that have the Contractor's company name and the employee's first name clearly displayed on the shirt or a Contractor's name badge. All uniforms worn by the Contractor's employees shall be of the same color, material and style. Tee shirts may be worn in certain situations with City approval. The Contractor shall submit to the City representative a list of all employees who are authorized to work within the limits of the City. The Contractor shall employ legally documented residents and shall make every reasonable effort to confirm legal resident status prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

F. **EMERGENCY RESPONSE**

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

G. **DISPOSAL OF DEBRIS**

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

H. MODIFICATIONS TO THE SCOPE OF WORK

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.

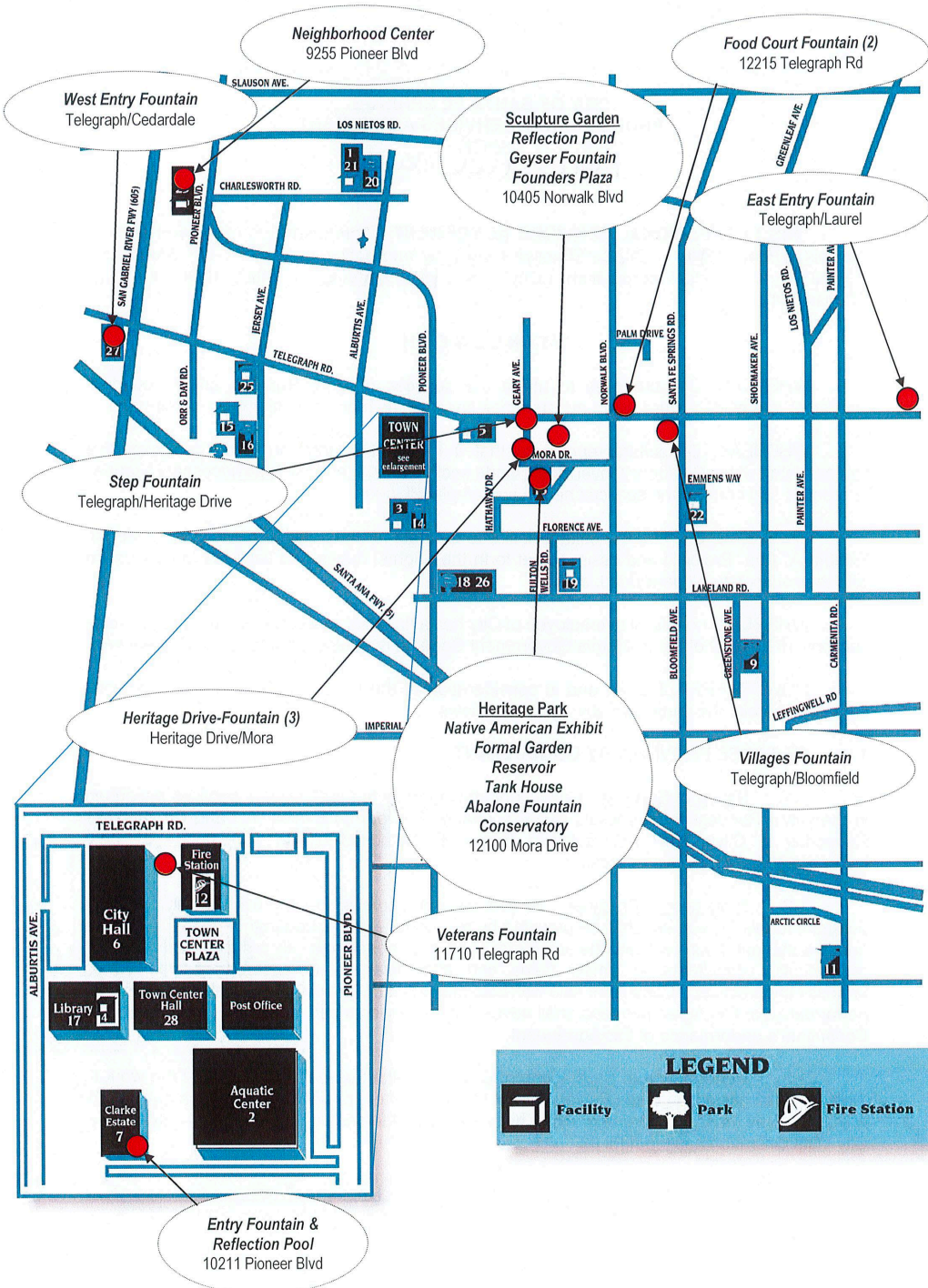


EXHIBIT B

FEE SCHEDULE

	Water Feature		Monthly Fee
1.	Veterans Fountain	\$	575.00
2.	East Entry Fountain	\$	600.00
3.	Gus Velasco Neighborhood Center Fountain	\$	275.00
4.	Heritage Park-Native American Exhibit	\$	1,000.00
5.	Heritage Park-Formal Garden	\$	150.00
6.	Heritage Park-Reservoir	\$	275.00
7.	Heritage Park-Tank House	\$	150.00
8.	Heritage Park-Abalone Fountain	\$	150.00
9.	Heritage Park-Conservatory	\$	150.00
10.	Sculpture Garden-Reflection Pond	\$	600.00
11.	Sculpture Garden-Geyser Fountain	\$	200.00
12.	Sculpture Garden-Founders Plaza Fountain	\$	150.00
13.	Food Court Fountain-North	\$	225.00
14.	Food Court Fountain-South	\$	225.00
15.	Heritage Drive-Step Fountain	\$	200.00
16.	Heritage Drive-Fountain North	\$	175.00
17.	Heritage Drive-Fountain South	\$	175.00
18.	Heritage Drive Fountain	\$	175.00
19.	Clarke Estate-Entry Fountain	\$	250.00
20.	Clarke Estate Reflection Pool	\$	700.00
21.	West Entry Fountain	\$	600.00
22.	Villages Fountain	\$	500.00
Total Monthly Fees:		\$	7,500.00
Total Annually (Total monthly fees x 12 months):		\$	90,000.00

Extra Work and Emergency Call-Out Services

Employee: John Francis

Rate: \$95.00 per hour, inclusive of all costs for equipment, supplies, and materials.

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which

may arise from or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

September 6, 2022

NEW BUSINESS

Lakeview Park Playground Improvements – Approval of Memorandum of Understanding

RECOMMENDATION

- Approval of Memorandum of Understanding with Little Lake School District: and
- Authorize the Mayor to execute Memorandum of Understanding.

BACKGROUND

The Little Lake School District (District) and the City of Santa Fe Springs (City) entered into a joint use agreement allowing the City access and use real property belonging to the District for the operation of afterschool childcare facilities and operation and maintenance of park grounds. The District and City now desire to enter into a memorandum of understanding (MOU) for furnishing, constructing and installing new playground equipment and constructing concrete slab improvements for the basketball and handball court area (Project). The District will be the lead agency for Project and will procure all materials, equipment and supplies for the Project. District shall be responsible for managing, supervising and overseeing the design, construction and installation of the Project, which may include coordination with the State Architect. The District shall be responsible for hiring the design professionals for preparation of drawings, plans and specifications. The District will comply with all legal requirements associated with the construction of the Project. District will be responsible for conducting and administering the bidding process for construction, and awarding the construction contract. As the lead agency, District will be responsible for payment of amounts due to the designer, the contractor and other parties under contract with the District for purposes of the Project.

FISCAL IMPACT

The District and City agree that the District shall be solely responsible for issuing payments to all parties under contract with the District for the Project. The total project cost is estimated at \$686,000, which includes new playground equipment and surfacing and concrete slab improvements for the basketball and handball court area. The City agrees to reimburse the District an amount not to exceed \$600,000.00 for costs incurred to complete the Project. The Not-to-Exceed Amount represents the maximum amount payable by the City under this MOU and shall not be exceeded except with written authorization from the City. The City has budgeted approximately \$585,000 for the Lakeview Park Playground Improvements as part of the 2022-2024 Capital Improvement Plan (CIP). The remaining \$15,000 will be funded from the Lakeview Park – Sidewalk Removal and Replacement CIP project that has a budget of \$280,000.

Report Submitted By:

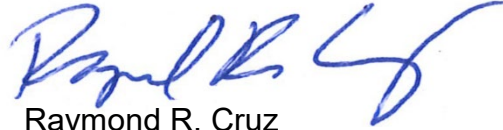
Noe Negrete
Director of Public Works

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

Date of Report: September 1, 2022

INFRASTRUCTURE IMPACT

The new playground equipment will replace the existing playground that has exceeded its service life. Furthermore, replacement parts are not readily available for repairs, which makes it difficult to keep the equipment in proper condition. In addition, the existing sand playground surfacing will be replaced with artificial turf. Students of Lakeview Elementary School and park patrons will utilize the new playground equipment and concrete improvements.



Raymond R. Cruz
City Manager

Attachments:

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
LITTLE LAKE CITY SCHOOL DISTRICT
AND
CITY OF SANTA FE SPRINGS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 14th day of September, 2022, by and between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter, “District”), a public California school district, and the CITY OF SANTA FE SPRINGS (hereinafter, “City”), a municipal corporation of the State of California. District and City may be referred to herein individually as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, on or about June 26, 1997, the City and the District entered into a joint use agreement (“Joint Use Agreement”), attached hereto as **Exhibit “A,”** allowing the City to access and use real property belonging to the District for the purpose of operating a before and after school childcare program for school-aged children attending Lakeview Elementary School (“Extended Day Care Services Program”); and

WHEREAS, during the term of the Joint Use Agreement, the City installed a building (“City Facility”), identified in **Exhibit “B,”** for the interior operation of the Extended Day Care Services Program; and

WHEREAS, on or about May 24, 2018, the Parties executed a ground lease agreement (“Lease Agreement”), attached hereto as **Exhibit “C,”** granting the City the right to operate and maintain the City Facility and the surrounding exterior areas, identified in **Exhibit “D”** (the District’s exterior property depicted in Exhibit D is hereinafter referred to as “District Property”); and

WHEREAS, under Paragraph 3 of the Lease Agreement, the District granted the City permission to enter upon the District Property to install such additional improvements as may be mutually agreed upon and approved in writing by the duly authorized representatives of the Parties; and

WHEREAS, under Paragraph 4 of the Lease Agreement, any structural changes being made to the District Property must be approved by the District’s Governing Board; and

WHEREAS, on or about April 6, 2021, the Parties executed Amendment Number One to the Lease Agreement (“Amendment No. 1”), attached hereto as **Exhibit “E,”** whereby the Parties extended the term of the Lease Agreement through June 30, 2026, to allow for the City’s continued operation of the Extended Day Care Services Program; and

WHEREAS, the Parties now wish to enter into the instant MOU for the purpose of constructing and installing new playground equipment and performing surfacing and concrete work

(collectively, the “Project”) on the District Property for the mutual benefit and continued joint use of the Parties and City’s Extended Day Care Services Program; and

WHEREAS, the District has taken the necessary steps to procure the materials, equipment and supplies, and contract for the Project; and

WHEREAS, the City has offered to provide funding for the Project pursuant to the terms herein; and

WHEREAS, the City and the District desire to work jointly with each other in the planning, construction, maintenance and operation of the Project.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the Parties hereby mutually agree as follows:

1. TERM/COMPLETION

This MOU shall be effective as of September 14, 2022, and shall remain in effect until the Project Completion Date, as defined in Section 2, except for obligations expressly identified herein as surviving beyond the termination of this MOU.

2. PROJECT COMPLETION DATE

The Project shall be considered complete (“Project Completion Date”) upon written notification from the District to the City that all on-site construction and commissioning activities have been completed, subject to reasonable verification thereof by the City.

3. TITLE

During the term of this MOU and at all times thereafter, title to the District Property shall remain with the District. For the duration of the Lease Agreement, the City’s use of the District Property and the Project improvements located thereon shall be as a non-exclusive lessee of the District Property, as is more particularly described in this MOU.

4. CONSTRUCTION OF PROJECT

The District shall be responsible for managing and overseeing the design, construction and installation of the Project. The District shall be responsible for hiring the design professionals for preparation of drawings, plans and specifications of the Project; procuring all materials necessary for the Project’s completion; compliance with all legal requirements associated with the construction of the Project; conducting and administering the bidding process for construction; awarding the construction contract; supervision and administration of construction; payment of amounts due to the architect, the contractor and other persons under contract with the District for purposes of the Project; and administration and resolution of any claims or disputes in connection with the design and construction of the Project.

The foregoing notwithstanding, the District shall cooperate with the reasonable requests of the City in order to facilitate the construction and design of the Project. The City shall be entitled to provide input on the Project’s construction and design.

The Parties agree and acknowledge that the District shall have the right of final decision in all construction and design matters.

5. PAYMENT FOR PROJECT

The Parties agree that the District shall be solely responsible for issuing payments to all parties under contract with the District for the Project. The City hereby expressly agrees to reimburse the District in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) (“Not-to-Exceed Amount”) for costs incurred to complete the Project. The Not-to-Exceed Amount represents the maximum amount payable by the City under this MOU and shall not be exceeded except with written authorization from the City.

The District shall issue invoices to the City on a monthly basis for costs incurred to complete the Project. The amount of each invoice submitted to the City shall be based on the compensation, fees and expenses paid by the District to independent contractors working on the Project. Upon request to the District, the City shall have the right to access and review invoices submitted to the District by independent contractors working on the Project for the purpose of corroborating and confirming the amounts invoiced. The City shall issue payment to District within thirty (30) business days after receipt of an invoice from the District.

6. ACCESS TO THE DISTRICT PROPERTY

The Parties acknowledge and agree that, for the duration of the Project, access and use of the District Property may be restricted or prohibited. The District shall notify the City of the dates and times at which the District Property shall be closed to the public for construction (“Closure Date(s)”). The City shall not schedule any events, work, maintenance or other activities on the District Property on any of the Closure Dates and shall take appropriate steps to notify City residents of the closure(s).

In the event the City schedules an event, work, maintenance or other activity at the District Property on a Closure Date, the District shall not be liable for any costs, expenses or losses arising out of or connected with the cancellation of the event, work, maintenance or other activity due to the inaccessibility or unfinished condition of the District Property, or any portion thereof.

During the term of this MOU, the City may enter the District Property to inspect and observe the construction of the Project, provided that the City provide reasonable notice to the District before entering the District Property.

After the Project Completion Date, for the duration of the Lease Agreement, all facilities located upon the District Property, whether owned by the City or the District or others, which are suitable for public use, shall be made available to the public at such times as the use will not interfere with the use of the District’s buildings, grounds or equipment for school purposes or interfere with the regular conduct of school work, and subject to the limitations of Section 5 of the Lease Agreement.

7. MAINTENANCE

The City agrees to maintain, at its own expense, District Property and all the structures and facilities located thereon for the duration of the Lease Agreement. Additionally, the City shall

regularly inspect and repair as necessary all improvements and facilities previously renovated or owned by the City. The City shall be responsible for the repair of any damage which may be caused to the facilities located on District Property, whether the facilities are owned by the City or by the District.

8. SUPERVISION AND SECURITY

At all times when the District Property will be open to the public, the City shall be responsible for providing supervision and security at the District Property.

Before permitting any public use of the District Property as provided for in Section 6 of this MOU, the City shall procure and install signage around the District Property stating that the District Property is closed to the public when school is in session and that unauthorized access to the property constitutes criminal trespass under Penal Code, Section 602.8. Signs forbidding trespass shall be at least two feet (2 ft.) by three feet (3 ft.) in size and shall be installed and displayed at intervals of not less than three signs to one mile along all exterior boundaries and at all roads and trails entering the District Property pursuant to Penal Code, Section 602.8(a). The City shall take all necessary steps to assist the District in removing any person trespassing onto the District Property during school hours. In the event an unauthorized person gains access to the District Property during school hours, the City shall be liable for any loss, damage or injury to persons or property arising out of the unauthorized access, with no limitation.

9. CONDUCT ON DISTRICT PREMISES

The City shall, at all times, comply with and abide by all reasonable policies and procedures of the District (or that may be established thereby, from time to time) that pertain to conduct on the District's premises, possession, or distribution of contraband, or the access to, and security of, the District's real property or facilities, as available on the District's website. The City shall exercise due care and diligence to prevent any injury to persons or damage to property while on the District's premises. The operation of vehicles by the City's personnel on the District's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a District's property and involving the City's personnel shall be reported promptly to the appropriate District personnel. The City covenants that, at all times during the term, it and its employees, agents, and subcontractors shall comply with, and take no action that results in the City being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. The City's personnel shall clearly identify themselves as City personnel and not as employees of the District. When on the District premises, the City's personnel shall wear and clearly display identification badges or tags. The City's employees shall not smoke, vape, or use profanity or other inappropriate language while on any District property. The City's employees shall not enter the facility while under the influence of alcohol, drugs, or other intoxicants and shall not have such materials in their possession. The District, at its sole discretion, may require the City to immediately remove any personnel the District deems in violation of these requirements.

10. INDEMNIFICATION

To the furthest extent permitted by California law, the City shall indemnify, defend, and hold harmless the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, loss, costs, expenses, judgments and causes of actions of any kind, nature, or sort directly or indirectly arising out of, connected with, or resulting from the negligent or intentional acts and/or omissions of the City or any of its officers, agents or employees, in performing this MOU, including without limitation the payment of all consequential damages, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The City shall further indemnify, defend and hold harmless the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees of and from any liability for loss, damage or injury to persons or property (including all property belonging to the District) arising out of the use of the District Property and the Project while under the use, control or operation of the City. The District shall have the right to accept or reject any legal representation that City proposes to defend the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees.

To the furthest extent permitted by California law, the District shall indemnify, defend, and hold harmless the City and its officers, agents, employees, consultants and volunteers of and from any and all liabilities, claims, debts, damages, demands, suits, actions, loss, costs, expenses, judgments and causes of actions of any kind, nature or sort directly or indirectly arising out of, connected with, or resulting from the negligent or intentional acts and/or omissions of the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees in performing this MOU, including without limitation the payment of all consequential damages, unless the claims are caused wholly by the sole negligence or willful misconduct of the City. The District shall further indemnify, defend and hold harmless the City and its officers, agents, employees, consultants and volunteers of and from any liability for loss, damage or injury to persons or property arising out of the use of the District Property and the Project while under the use, control or operation of the District, except in the event of a trespass or unauthorized access to the District Property as described in Section 8. The City shall have the right to accept or reject any legal representation that the District proposes to defend the City and its officers, agents, employees, consultants and volunteers.

11. INSURANCE

The City and the District shall procure and maintain such general liability, property damage, workers' compensation and auto liability insurance as is required to protect their interests on the Project, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other Party may carry. Upon request, each Party shall provide the other Party with a certificate of insurance and originals of endorsements naming the other Party as an additional insured.

12. GOVERNING LAW AND VENUE

This MOU shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Los Angeles County.

13. AMENDMENT

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by duly authorized representatives of the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on the District unless expressly authorized by the District in writing and approved by the District's Governing Board.

14. SUBCONTRACT AND ASSIGNMENT

Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties, or privileges under this MOU on any third Party, without the written consent of the other Party.

15. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective Parties as follows:

To: City of Santa Fe Springs
Raymond R. Cruz, City Manager
City of Santa Fe Springs
11710 E. Telegraph Rd
Santa Fe Springs, CA 90670
RCruz@santafesprings.org
(562) 868-0511

To: Little Lake City School District
Liz Seymour, Assistant Superintendent of Business Services
Little Lake City School District
10515 South Pioneer Blvd.
Santa Fe Springs, CA 90670
lseymour@llcsd.net
(562) 868-8241 ext. 2248

Any notice personally given or sent via email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this MOU, the addresses of the Parties are set forth above.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.

17. PRECEDENCE OF MOU OVER ATTACHMENTS AND EXHIBITS

Should there be any ambiguity, inconsistency, discrepancy, or other difference between any attachments or exhibits to this MOU and the terms of this MOU, the terms of this MOU take precedence, govern and be controlling.

18. ENTIRE AGREEMENT

This MOU and any attachments and/or exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both Parties to the MOU. In the event an express conflict between the terms of this MOU and the terms of any attachments or exhibits, the terms of this MOU will prevail.

19. SEVERABILITY

If any term, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

20. NON-WAIVER

The failure of the District or City to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU, shall not be deemed a waiver by that Party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. WAIVER

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. CAPTIONS

Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.

23. SIGNATURE AUTHORITY

Each Party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this agreement. In accordance with Education Code section 17604, this MOU is not valid, binding, or an enforceable obligation against the District until approved or ratified by motion of the Governing Board, duly passed and adopted.

IN WITNESS THEREOF, the District and the City have executed this MOU as of the dates indicated below.

Liz Seymour
Assistant Superintendent, Business Services
Little Lake City School District

Annette Rodriguez, Mayor
City of Santa Fe Springs

Date

Date

EXHIBIT A
Joint Use Agreement

EXHIBIT B
Site Plan of City Facility

EXHIBIT C
Lease Agreement

EXHIBIT D

Site Plan of City Facility and Exterior Extended Day Services Program Usable Area

EXHIBIT E

Amendment Number One to the Lease Agreement

COPY

AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of June, 1997, by and between the LITTLE LAKE SCHOOL DISTRICT OF LOS ANGELES COUNTY (hereinafter referred to as "District") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, the City wishes to conduct an Extended Day Services Program for school aged children; and

WHEREAS, the assistance of the District for the provision of an Extended Day Services Program for school aged children in the said area has been requested by the City; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

WHEREAS, the City Council of the City of Santa Fe Springs is fully aware of the need for a program of extended day services for school aged children in the said area and has determined that the public interest will be served by participation of the City in the operation of such a program.

NOW, THEREFORE, the City and the District hereby mutually covenant and agree with each other as follows:

1. The District will make available ground space for City to install DSA approved portable modulars for the City's Extended Day Care Services Program at Lakeview Elementary School. The District will allow connection to existing water, sewer, telephone, fire alarm system and other utilities as needed to operate Program at no expense to the District. The City agrees to reimburse the District for the cost of utilities associated with the operation of the program.

2. District will make available to City the use of designated staff restrooms and designated children restrooms in Lakeview School. City will maintain restrooms assigned to Program and said maintenance will be on a daily basis, Monday thru Friday, after closing each day.

3. The District hereby grants permission to the City to enter upon this location to install such additional improvements as may be mutually agreed upon and approved in writing by the City Manager of the City and the Superintendent of the District. The City hereby appoints its City Manager, and the Districts hereby appoints its Superintendent, as their respective agents for the purpose of such approvals and for other administrative approvals and decisions required to reasonably implement this Agreement. The Superintendent and the City

Manager are hereby authorized and directed by the respective parties hereto to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement, which shall be consistent with the above stated purposes.

4. Notwithstanding Provision 3 above, prior to any structural changes being made to any District facility pursuant to this Agreement, the District's Governing Board approval must be first obtained.

5. All facilities located upon the site described above, whether owned by the City or the District or others, which are suitable for public use, shall be made available to the public as such times as the use will not interfere with the use of the District's buildings, grounds, or equipment for school purposes or interfere with the regular conduct of school work.

6. The City shall regularly inspect and repair as necessary all improvements and facilities previously renovated or owned by the City. The City shall be responsible for the repair of any damage which may be caused by the public during public use of the facilities and grounds, whether owned by the City or by the District.

7. The City shall hold the District, its Governing Board, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the City.

8. The District shall hold the City, its City Council, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the District.

9. The initial term of this Agreement shall continue for three (3) years from the date this Agreement has received approval from both the District Governing Board and the City Council. The term of this Agreement may then continue for an additional three (3) year term, unless either party provides at least ninety (90) days written notice of termination to the other party prior to the end of the initial three (3) year term.

10. Notwithstanding Provision 9 above, this Agreement shall be subject to termination, effective on August 31 in any year of the initial term or successive term of this Agreement, if the District Governing Board determines that the land space subject to this Agreement is needed by the District. Such a determination by the District Governing Board shall not be subject to challenge by the City. Termination pursuant to this provision shall be preceded by at least ninety (90) days written notice by the District to the City. If the District shall terminate pursuant to this provision, then the District shall negotiate in good faith with the City for the purpose of determining if other facilities are available to be used by the City of the purposes set forth in this Agreement.

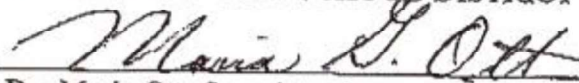
11. Upon the termination or expiration of this Agreement, the City shall have one hundred twenty (120) days within which to remove any structure, equipment, or accessory owned, installed, or erected by it pursuant to the terms and provision of this Agreement, provided that upon removal of any such structure, equipment, or accessory, the City shall leave the real property in approximately the same condition as it was at the time the structure, equipment, or accessory was initially installed. The City shall not be required to remove any such structure, equipment, or accessory, unless it so elects, but unless the same is removed within one hundred twenty (120) after the termination or expiration of this Agreement, the title

thereto shall vest in the District and the City shall have no further right thereto.

12. This Agreement shall be binding on the assigns, transferees, and successors in interest of the City and the District, whether said successor in interest is a unified school district, or other political entity, or otherwise.

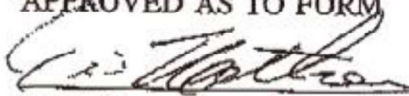
IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers thereunto duly authorized.

LITTLE LAKE CITY SCHOOL DISTRICT

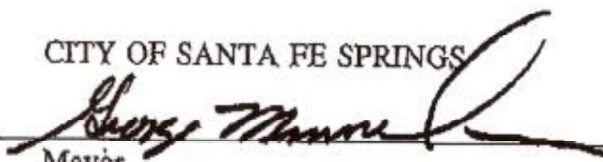
By 
Dr. Maria Ott, Superintendent

ATTEST:

APPROVED AS TO FORM

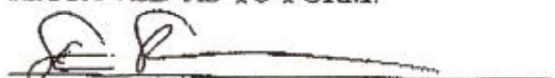

Legal Counsel

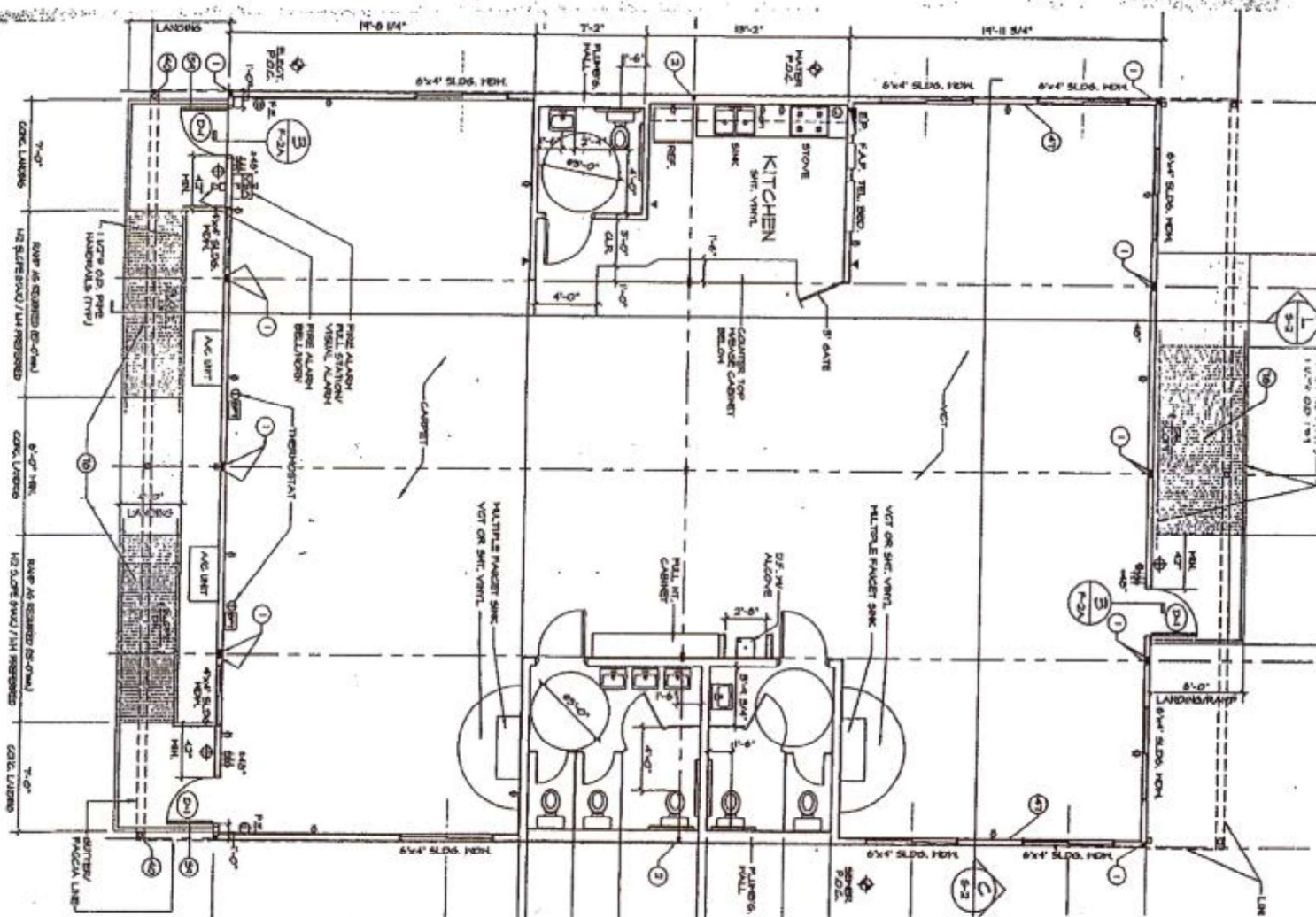
CITY OF SANTA FE SPRINGS

By 
Mayor

ATTEST:

APPROVED AS TO FORM:


City Attorney



AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of May 2018, by and between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter referred to as "LLCSD") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, in 1997, the City and District entered into an agreement ("Original Use Agreement") attached hereto as Exhibit "A" to allow the City to operate a before/after school child care program for school aged children attending Lakeview Elementary School ("Extended Day Services Program") which has successfully operated over the past twenty (20) years; and

WHEREAS, during that time, the City installed a building for the interior operation of the Extended Day Services Program hereinafter referred to as "City Facility" as identified in Exhibit "B"; and

WHEREAS, the continued assistance of LLCSD to allow for the operation of the Extended Day Services Program for school aged children has been requested by the City; and

WHEREAS, it is in the public interest for facilities of public agencies to be put to the fullest possible public use; and

WHEREAS, the City Council of the City of Santa Fe Springs is fully aware of the need for a program of extended day services for school aged children in the said area and has determined that the public interest will continue to be served by participation of the City in the operation of such a program.

NOW THEREFORE, the City and LLCSD hereby mutually covenant and agree with each other as follows:

1. LLCSD hereby grants City the right to operate and maintain City Facility and surrounding exterior area described in Exhibit "C" (the areas described in Exhibits B and C are collectively referred to as "Property") for the Extended Day Services Program at Lakeview Elementary School.

2. LLCSD shall allow connection to existing water, sewer, telephone, fire alarm system and other utilities as needed to operate the Extended Day Services Program at no expense to LLCSD. The City agrees to reimburse LLCSD for the cost of utilities associated with the operation of the Extended Day Services Program

3. LLCSD hereby grants permission to the City to enter upon the Property to install such additional improvements as may be mutually agreed upon and approved in writing by the City Manager of the City and the Superintendent of LLCSD. The City hereby appoints its City Manager, and LLCSD hereby appoints its Superintendent, as their respective agents for the purpose of such approvals and for other administrative approvals and decisions required to reasonably implement this Agreement. The Superintendent and the City Manager are hereby authorized and directed by the respective parties hereto to develop necessary schedules and/or details in connection with the operation of the facilities pursuant to this Agreement, which shall be consistent with the above stated purposes.

4. Notwithstanding Provision 3 above, prior to any structural changes being made to the Property pursuant to this Agreement, LLCSD's Governing Board approval must be first obtained.

5. All facilities located upon the Property described above except City Facility, whether owned by the City or LLCSD or others, which are suitable for public use, shall be made available to the public as such times as the use will not interfere with the use of LLCSD's buildings, grounds, or equipment for school purposes or interfere with the regular conduct of school work.

6. City agrees to maintain, at its own expense, City Facility and the exterior immediately surrounding City Facility. Additionally, the City shall regularly inspect and repair as necessary all improvements and facilities previously renovated or owned by the City. The City shall be responsible for the repair of any damage which may be caused by the public during public use of the facilities and grounds, whether owned by the City or by LLCSD.

7. The City shall hold LLCSD, its Governing Board, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by the City.

8. LLCSD shall hold the City, its City Council, officers, agents, and employees free and harmless from any liability for loss, damage, or injury to persons or property (including school property) arising out of the use of the facilities and equipment, the subject of this Agreement, while under the use, control, or operation by LLCSD.

9. The initial term of this Agreement shall continue for three (3) years from the date this Agreement has received approval from both LLCSD Governing Board and the City Council. The term of this Agreement may extend for an additional three (3) year term, unless either party provides at least ninety (90) days written notice of termination to the other party prior to the end of the school year.

10. Notwithstanding Provision 9 above, this Agreement shall be subject to


termination, effective on August 31 in any year of the initial term or successive term of this Agreement, if LLCSD's Governing Board determines that the land space subject to this Agreement is needed by LLCSD. Such a determination by LLCSD Governing Board shall not be subject to challenge by the City. Termination pursuant to this provision shall be preceded by at least ninety (90) days prior to the end of the school year advanced written notice by LLCSD to the City. If LLCSD shall terminate pursuant to this provision, then LLCSD shall negotiate in good faith with the City for the purpose of determining if other facilities are available to be used by the City for the purposes set forth in this Agreement.

11. Upon the termination or expiration of this Agreement, the City shall have one hundred twenty (120) days within which to remove any structure, equipment, or accessory owned, installed, or erected by it pursuant to the terms and provision of this Agreement, provided that upon removal of any such structure, equipment, or accessory, the City shall leave the real property in approximately the same condition as it was at the time the structure, equipment, or accessory was initially installed. The City shall not be required to remove any such structure, equipment, or accessory, unless it so elects, but unless the same is removed within one hundred twenty (120) after the termination or expiration of this Agreement, the title thereto shall vest in LLCSD and the City shall have no further right thereto.

12. This Agreement shall be binding on the assigns, transferees, and successors in interest of the City and LLCSD, whether said successor in interest is a unified school district, or other political entity, nonprofit entity or otherwise. The City may assign its rights under this Agreement to a non-profit entity to operate the Extended Day Services Program subject to the Superintendent's approval.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their officers thereunto duly authorized.

CITY OF SANTA FE SPRINGS




Jay Sarno, Mayor

ATTEST:




Janet Martinez, City Clerk

APPROVED AS TO FORM:

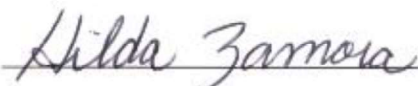


Yolanda M. Summerhill, City Attorney

LITTLE LAKE CITY SCHOOL DISTRICT



ATTEST:


_____ Clerk of the Board

APPROVED AS TO FORM:



JOELIN STREET

1/2" AUTOMOBILE RAMP 3.0000

DRILL IN WALL GATE
1" V. PETERSON GATE

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**AMENDMENT NUMBER ONE TO AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND LITTLE LAKE CITY SCHOOL DISTRICT (LLCSD)**

This Amendment Number One ("Amendment") is made and entered into this 6th day of April, 2021 ("Effective Date") between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter referred to as "LLCSD") and the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Section 40045 of the Education Code of the State of California authorizes school districts to allow the use of school buildings, facilities, grounds, and equipment for child care or day care programs established in cooperation with any city to provide supervision and activities for children of preschool and elementary school age, together with such supervisory, consultant, custodial, clerical, or other services as the school district deems advisable with respect to the need of such program and the service to the community; and

WHEREAS, in 1997, the City and District entered into an agreement to allow the City to operate a before/after school child care program for school aged children attending Lakeview Elementary School ("Extended Day Services Program"); and

WHEREAS, on May 24, 2018, The City and District entered into a new agreement to allow for the operation of the Options for Learning's before and after school Surround Care Program ("Agreement"); and

WHEREAS, the City and District's desire to amend the Agreement to extend the term of the Agreement through June 30, 2026.

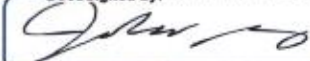
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term set forth in Section 9 of the Agreement is extended through June 30, 2026, to allow for the continued operation of the Options for Learning before and after school Surround Care Program.
2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

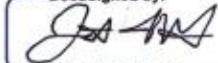
DocuSigned by:



John M. Mora, Mayor

ATTEST:

DocuSigned by:



Janet Martinez, City Clerk

DocuSigned by:

APPROVED AS TO FORM:

DocuSigned by:

Ivy M. Tsai, City Attorney

LITTLE LAKE CITY SCHOOL DISTRICT

M. J. C. Manuel Correa
Name and Title

ATTEST:

Janet Rock
Clerk of the Board

APPROVED AS TO FORM:

Eric Bathen
Name and Title
Eric Bathen, Counsel for Little Lake City School District



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

September 6, 2022

NEW BUSINESS

Town Center Hall Plaza Outdoor Lighting – Issue Purchase Order

RECOMMENDATION

- Appropriate \$2,500.00 from General Fund Reserve to 9000 account (9003); and
- Authorize the Director of Purchasing to issue Purchase Order to Direct Lighting Manufacturing LLC in the amount of \$31,426.20 for outdoor plaza lighting.

BACKGROUND

The Town Center Hall (TCH) Plaza Outdoor Holiday Décor and Lighting project was approved as part of the Fiscal Year 2022/23 budget as a 9000 account, since this is a one-time expense. The TCH Plaza area and walkways are currently illuminated by a globe lighting fixture. The globe lights are inefficient, dated and illuminates a poor lighting distribution. The proposed post top fixtures are modern, and illuminate a higher intensity of lighting along the walkways increasing safety for pedestrians. A pole extension will also be installed to improve lighting and deter vandalism to the light fixture. During the Holidays, decorations are installed on the outdoor lights to commemorate the season.

A total of three quotes were received to provide thirty (30) LED Post Top Fixtures. City staff reviewed the quotes and determined that only one bidder was able to not only provide the fixtures, but also manufacturer the pole top extensions. The low bidder happened to also be low bidder for the providing the fixtures. The low bidder for the project was to Direct Lighting Manufacturing LLC of Ontario, CA, with a bid totaling \$31,426.20. The bid quotes received are shown below.

Company Name	Light Fixture Amount	Extension	Amount
1. Direct Lighting Manufacturing LLC	\$23,138.70	\$7,735.00	\$31,426.20
2. TNT Lighting Supplies	\$23,152.50	No Response	No Response
3. Walters Wholesale Electric Co.	\$23,576.70	No Response	No Response

FISCAL IMPACT

The total estimated cost to purchase the Town Center Hall Plaza Outdoor Lights is \$31,500. Staff has already purchased the Holiday Decorations in the amount of approximately \$11,000. The project has a budget of \$40,000. Therefore, an appropriation in the amount of \$2,500 is necessary to complete project funding. Staff requests an appropriation in the amount of \$2,500.00 from the General Fund Reserve to 9000 Account.

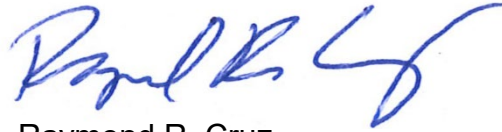
Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: September 1, 2022

INFRASTRUCTURE IMPACT

The lighting for The Town Center Hall Walkways will be brighter, more cost-efficient and improve safety for pedestrians.



Raymond R. Cruz
City Manager

Attachments:

1. Quote for Outdoor Lights from Direct Lighting Manufacturing LLC
2. Quote for Outdoor Lights from TNT Lighting Supplies
3. Quote for Outdoor Lights from Walters Wholesale Electric Co.

Direct Lighting Manufacturing LLC

"Making you shine, one lumen at a time"

1656 S. Bon View Ste. D
Ontario, CA 91761

Tel: 800.548.4004
Fax: 800.296.2794

email: art@golighting.com

Company: City of Santa Fe Springs	From: Art Fuerte
Attn: Mr.	Subject: Quote Request
Phone No:	Date: 08/31/2022
E-mail:	Page 1 of 1

Dear Mr. Meraz

Thank you for your interest.

We're pleased to quote you herewith our most competitive pricing on the following items:

City Hall Square Existing Pole Top Extension

TYPE	ITEM NO.	DESCRIPTION	QTY	Unit Cost	Line Total
	PTE-3.5'-O238T-BZ	Pole Top Extension 3'5" mounted over 2-3/8" tenon with stainless steel screws for long life.	28	\$250.00ea.	\$7,000.00
				Freight:	Included
				Sub-Total:	\$7,000.00
				TAX:	\$735.00
				Grand Total:	<u>\$7,735.00</u>

****Confidential Quotes between Direct Lighting Sales & City of Santa Fe Springs****

****Prices Good thru September 15, 2022****

Thank you once again for your time and consideration. Please feel free to contact me with any questions you may have. Please know that while I strive to provide a solid value for my clients, I may occasionally be underbid. In that event, I welcome the opportunity to counter any legitimate offer.

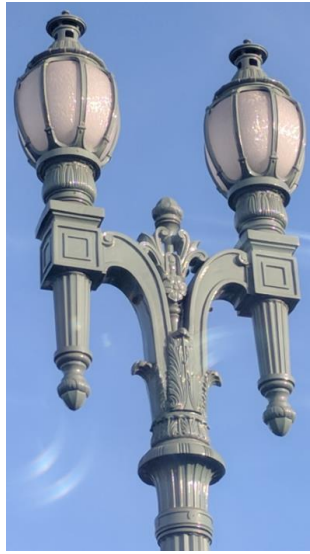
Lamps and anchor bolts are included unless otherwise noted. Pre-shipment of anchor bolts will be at customer's expense. All orders are subject to Direct Lighting terms and conditions.

Pricing valid only if ordered in its entirety as quoted.

Thank you,


Art Fuerte

Solution specialist
(O) 800.548.4004
(C) 909.578.8302
(F) 800.296.2794



Direct Lighting Manufacturing LLC

"Making you shine, one lumen at a time"

1656 S. Bon View Ste. D
Ontario, CA 91761

Tel: 800.548.4004
Fax: 800.296.2794

email: art@golighting.com


Company: City of Santa Fe Springs	From: Art Fuente
Attn: Mr.	Subject: Quote Request
Phone No:	Date: 08/30/2022
E-mail:	Page 1 of 1

Dear Mr. Meraz

Thank you for your interest.

We're pleased to quote you herewith our most competitive pricing on the following items:

City Hall Square LED Lighting Upgrade

TYPE	ITEM NO.	DESCRIPTION	QTY	Unit Cost	Line Total
	PL-01-130-UV-40K-BZ-M-T5	High Performance LED Post Top Fixture, 120 thru 277v, Type V distribution, CCT tunable 30k, 40K or 50K, Wattage adjustable 45w, 70w, 87w & 130 watts.	30	\$698.00ea.	\$20,940.00
				Freight: Sub-Total: TAX: Grand Total:	Included \$20,940.00 \$2,198.70 <u>\$23,138.70</u>

****Confidential Quotes between Direct Lighting Sales & City of Santa Fe Springs****

****Prices Good thru September 15, 2022****

Thank you once again for your time and consideration. Please feel free to contact me with any questions you may have. Please know that while I strive to provide a solid value for my clients, I may occasionally be underbid. In that event, I welcome the opportunity to counter any legitimate offer.

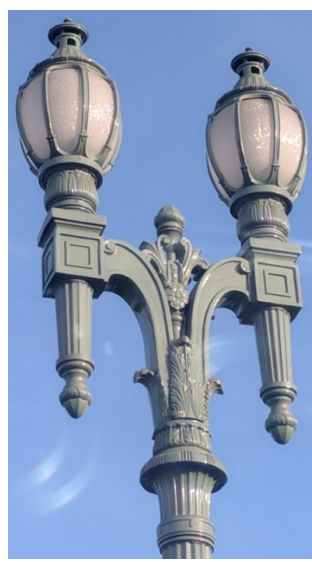
Lamps and anchor bolts are included unless otherwise noted. Pre-shipment of anchor bolts will be at customer's expense. All orders are subject to Direct Lighting terms and conditions.

Pricing valid only if ordered in its entirety as quoted.

Thank you,


Art Fuente

Solution specialist
(O) 800.548.4004
(C) 909.578.8302
(F) 800.296.2794



TNT Lighting Supplies

14632 Carmenita Road
Norwalk, CA 90650
Phone 562 404-3868

Quote

Date	Quote #
8/31/2022	083122-1

Name / Address
CITY OF SANTA FE SPRINGS ATTN: Finance Dept 11710 Telegraph Rd Santa Fe Springs, CA 90670 USA

Ship To
SANTA FE SPRINGS MUNICIPAL YARD ATTN: Abel Meraz 12636 Emmens Way Santa Fe Springs, CA 90670

				Rep
				RV
Qty	Item	Description	Each	Total
1	LOT-DIRECT LTG MFG-SFS	Consists of: 30 -- DIR-30-PL-O1-130-UV-40K-BZ-T5 LED POST-TOP FIXTURE ****CUSTOM-MADE FIXTURE. PLEASE VERIFY FIXTURE OPTIONS PRIOR TO ORDERING. ANY CHANGES WILL RESULT IN ADDITIONAL COST.**** ****ONE SHIPMENT. ONE RELEASE BY MFG.**** ****QUOTE VALID FOR 30 DAYS.****	21000.00	21,000.00T
			Subtotal	\$21,000.00
			Sales Tax (10.25%)	\$2,152.50
			Total	\$23,152.50

Signature _____



WALTERS - SANTA FE SPRINGS
11911 HAMDEN PLACE
SANTA FE SPRINGS, CA 90670-3215
562-949-0215
Fax 714-784-1350

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
08/30/2022	S121379495	1 of 1
CUST PO#:		
JOB/REL#:		

QUOTE TO:

SHIP TO:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
ATTN FINANCE
SANTA FE SPRINGS, CA 90670-3679

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
ATTN FINANCE
SANTA FE SPRINGS, CA 90670-3679

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY		SALESPERSON	
172475	562-868-0511			ANTHONY D. CONTRERAS 562-949-0215	
WRITER		SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
ANTHONY D. CONTRERAS 562-949-0215		41WALTERSCD70	MFG DISC 10TH, NET 25TH	09/29/2022	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
30ea	DIRECT LIGHTING PART# PL-01-130-UV-40K-BZ-T5			785.890/ea	23576.70
Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.				Subtotal	23576.70
				Shipping Chgs	0.00
				Amount Due	23576.70



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16A

September 6, 2022

PRESENTATION

Proclaiming September 2022 as "National Preparedness Month"

RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services, to assist with this presentation.

BACKGROUND

Since 2004, National Preparedness Month is observed each September to raise awareness about the importance of preparing for disasters and emergencies that can occur at any time. Sponsored by the Federal Emergency Management Agency (FEMA), this year's Ready Campaign theme is "A Lasting Legacy. The life you've built is worth protecting. Prepare for disasters to create a lasting legacy for you and your family."

The Ready Campaign is a public education outreach campaign that encourages preparedness through prevention, protection, response and recovery plans. During the month of September, the campaign focuses on a different aspect of preparedness for individuals, families and communities. 2022 Weekly campaign themes include Make a Plan, Build a Kit, Know the Risk of Disasters in your area, and Teach Youth about Preparedness. Citizens are encouraged to visit www.ready.gov for additional emergency preparedness tips and campaign materials.

Please join the City of Santa Fe Springs in recognizing National Preparedness Month 2022 by taking the steps to prepare for emergencies. We encourage our community to create "A Lasting Legacy" by Making a Plan, Building an emergency supply kit, raising awareness and understanding the risks of disasters.

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

Raymond R. Cruz
City Manager

Attachment:

"National Preparedness Month 2022" Proclamation

WHEREAS, National Preparedness Month occurs each September since 2004, providing the City of Santa Fe Springs with an opportunity to promote disaster preparedness and emphasize the importance for citizens to prepare their homes, businesses, and communities for any type of emergency; and

WHEREAS, the Federal Emergency Management Agency selected "A Lasting Legacy. The life you've built is worth protecting. Prepare for disasters to create a lasting legacy for you and your family" as the 2022 National Preparedness Ready Campaign theme; and

WHEREAS, emergencies can occur unexpectedly in any community and actions taken in the initial minutes of an emergency are critical. As such, the City of Santa Fe Springs is dedicated to being connected and engaged with its citizens, and continues to work toward creating a strong and resilient community; and

WHEREAS, the entire City of Santa Fe Springs community can take actions to prepare to respond and recover from any natural or man-made disaster no matter how big or small; and

WHEREAS, community members are encouraged to take proactive steps to protect their family and property by developing a plan for emergencies and disasters that can impact neighborhoods at any time; residents are encouraged to participate in emergency preparedness events and programs, such as the City's Safe Neighborhood Team Program to learn about emergency response plans, procedures and resources; and

WHEREAS, now is the time for people with disabilities to think about personal disaster preparedness and to take steps to get involved, stay informed, make a plan and build a kit that serves your needs.

NOW, THEREFORE, BE IT RESOLVED that I, Annette Rodriguez, Mayor of the City of Santa Fe Springs, do hereby proclaim September 2022 as:

"National Preparedness Month 2022"

in Santa Fe Springs and invite all residents, businesses, and non-profit organizations to be connected, engaged, and prepared in the event of a major emergency or disaster.

DATED this 6th day of September, 2022.

Annette Rodriguez, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16B

September 6, 2022

PRESENTATION

Introduction of New Santa Fe Springs Department of Fire-Rescue Administrative Assistants

RECOMMENDATION

The Mayor may wish to call upon Battalion Chief Chad Van Meeteren to introduce the newest members of the Santa Fe Springs Department of Fire-Rescue Administrative Staff.

BACKGROUND

Two (2) Administrative Assistant-II positions were filled by the Department of Fire-Rescue May 23rd, 2022. Both positions fill vacancies for the Department and are tasked with specific projects and administrative functions within.

Some areas that they are tasked with include Timecards, Petty Cash, Personnel Files, DMV Recertification for all personnel, Plan Review Counter and permit assistance, public records requests, file review requests, subpoenas, Finance Department processing of invoices, requisitions, and MUNIS support for all financial transactions, processing billing and working with businesses and the department's Certified Unified Program Agency (CUPA), Paramedic Subscription Program billing and management, grant support, and many other internal programs and needs for the department.

New Santa Fe Springs Department of Fire-Rescue Administrative Assistants

Adriana Orozco
Carol Venegas

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

September 6, 2022

PRESENTATION

Department of Fire-Rescue Presentation of a New Santa Fe Springs Fire-Rescue Vehicle, "Truck 811"

RECOMMENDATION

The Mayor may wish to call upon Battalion Chief Chad Van Meeteren to introduce the newest front-line apparatus, "Truck 811" to the City and Department of Fire-Rescue.

BACKGROUND

On October 8, 2020 the City Council authorized the purchase of a Pierce Arrow XT 100' Legacy Platform Aerial apparatus from South Coast Equipment Inc., for an amount not to exceed \$1,509,809.70.

The design and construction process is time consuming and included department members and mechanics that comprised the "Apparatus Committee" who are deeply involved in the process. Halfway through construction and just before delivery of the apparatus, Pierce Manufacturing hosts up to six (6) members of the committee and they spend several days inspecting the apparatus to ensure the hundreds of design elements are completed to specification.

The new "Truck 811" was placed into service on August 27th at 8:30 pm with the Fire Department tradition of having all members on duty physically "place it in service" by pushing it into the apparatus bay.

The new truck was designed with "clean cab" features, which will help reduce the potential exposure of firefighters to toxic and carcinogenic contaminants that are common in almost all firefighting operations.

Storage compartments for each firefighter's turnout coat, pants and boots, as well as all self-contained breathing apparatus (SCBA), are provided so that potentially contaminated equipment will not be brought into the passenger area of the vehicle.

A feature of the new truck not commonly seen on the west coast of the United States is the elevated platform affixed to the end of the ladder. This 35-square-foot platform is surrounded by safety railing and will allow firefighters to perform elevated rescues, safely access roofs of taller buildings, transport heavier equipment to elevated locations, and direct water streams onto larger fires.



City of Santa Fe Springs

City Council Meeting

September 6, 2022

The ladder itself is plumbed with pipes that supply two large-capacity nozzles mounted on the front of the platform. When flowing simultaneously, the two nozzles can flow more than 2,000 gallons of water per minute.

Additional equipment on the new truck includes a fire pump rated at 1,500 gallons per minute, a 200-gallon water tank, fire hose and nozzles, six ground ladders of various lengths, the "Jaws of Life" and related equipment for rescuing victims trapped in vehicles, four gasoline-powered saws, two battery-powered ventilation fans, and an assortment of ropes and related hardware for high- and low-angle rope rescue operations.

Fire personnel spent the week of August 22nd training on the operation of the new truck, which assumed the identifier "Truck 811" from its predecessor. Truck 811 will be assigned to Santa Fe Springs Fire Station 1 on Greenstone Avenue.

The 2021 Pierce fire truck is only the fourth aerial ladder truck in the 64-year history of Santa Fe Springs Fire-Rescue. Previous versions include a 1966 Seagrave, 1986 E-One and the 2006 Pierce.

Raymond R. Cruz
City Manager

ITEM NO. 16D

Presentation from Soledad Enrichment Action (SEA)



Our History

SEA empowers youth, families, and communities in underserved areas to become self-determined contributing members of society by providing guidance, resources, and support throughout Los Angeles County.

"As much as they helped me I want to give back to the community and encourage others to come together, and get more Involved and help guide the future youth away from violence and keep peace."

-Dustin Leal

Get in touch

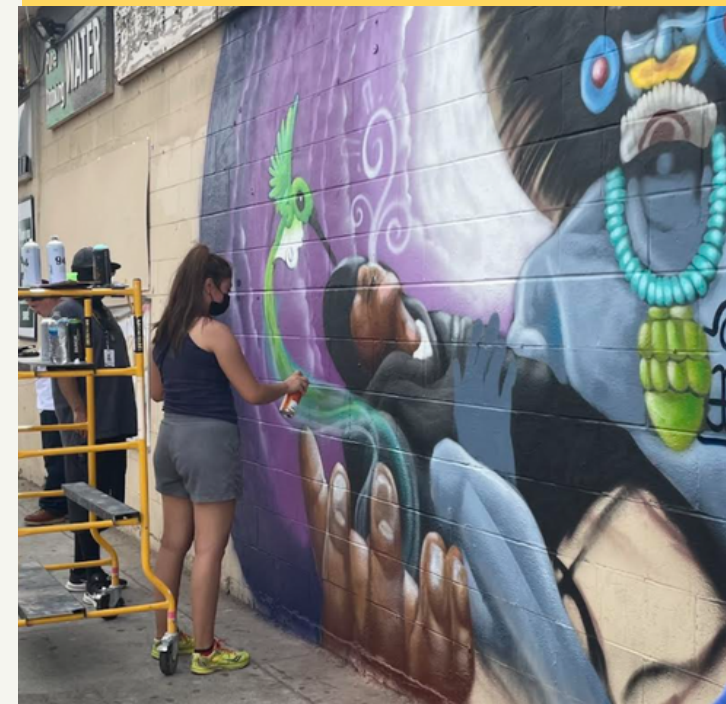
Johnny Torres
Program Coordinator
jtorres@seaprograms.org
(323) 541- 3133

Michael Villalobos
Community Health Worker
mvillalobos@seaprograms.org
(213) 453-5881

funded by
LA COUNTY SUPERVISOR
JANICE HAHN
representing the 4th district

 **Soledad
Enrichment
Action**

D 4 COMMUNITY HEALTH TEAM



WWW.SEAPROGRAMS.ORG

Learn More

SEA's Community Health Team (CHT) offers free supportive services and resources to the residents living in the unincorporated areas of the County of Los Angeles. Areas in the County have high rates of substance abuse, gang violence, tag bang violence, incarceration rates, and high rates of unemployment. SEA collaborated with the LA County Board of Supervisors for the 1st District, the Honorable Hilda Solis to confront the crisis that is plaguing these communities.

The intent of the CHT is to provide additional avenues and options to the community with the hopes of reducing violence and crime rates while preserving the families and steadily raising the quality of life in the Unincorporated areas of the County of Los Angeles.

SERVICES OFFERED:

SEA offers a wide variety of free services and linkages that meet the needs of the community:

- Mental Health Services
- Tattoo Removal
- VOCA (Victims of Crime) Services
- Drug and Alcohol/Anger Management Counseling
- TAP Cards
- DMV CA ID Waiver Forms
- Work Ready Documents
- USC Telehealth Therapy
- Court Advocacy
- Resume Building/Job Placement
- Re-Entry Support
- Mission Academy (Online School)
- USC Free Dental Care Services
- Parenting
- Mentoring Circles/Support Groups
- The Ink Foundry Program
- Veteran Reintegration Services
- L.A.H.S.A Los Angeles Homeless Services Authority Linkages



REQUIREMENTS

- Ages 10+
- Be within the boundaries of the unincorporated areas of Whittier, Hacienda Heights and Rowland Heights
- Willing to explore alternative methods of mentoring
- Willing to receive resources to produce positive changes

LOCATION

East Los Angeles Resource Center
4876 Gleason St.
East Los Angeles, CA 90022

Serving the Unincorporated areas of LA
County Supervisorial District 4



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

September 6, 2022

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	2	Mora
Historical & Preservation	2	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	2	Rodriguez
Senior	4	Martin
Youth Leadership Committee	3	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	2	Sarno
Youth Leadership Committee	3	Rodriguez
Youth Leadership Committee	4	Martin

Applications Received: Adrienne Karnofel applied to the Family and Human Services Advisory Committee.

Recent Actions: Councilmember Mora appointed David Ayala to the Planning Commission, and removed Mark Fresquez from the Planning Commission and appointed him to the Traffic Commission.

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

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

Adrianne Karnofel

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		David Ayala
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	
	Vacant	
	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

Mark Fresquez

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	Vacant	
	Jilliana Casillas	
	Vacant	
	Vacant	
Zamora	Joseph Casillas	
	Vacant	
	Vacant	
	Vacant	
Sarno	Vacant	
	Aaron D. Doss	
	Valerie Bojorquez	
	Vacant	
Rodriguez	Vacant	
	Vacant	
	Vacant	
	Zulema Gamboa	
Martin	Vacant	
	Vacant	
	Vacant	
	Vacant	