



AGENDA

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

**September 26, 2019
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

**John Mora, Council Member
Annette Rodriguez, Council Member
Joe Angel Zamora, Council Member
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor**

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

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

John Mora, Councilmember
Annette Rodriguez, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Juanita Trujillo, Mayor

PUBLIC FINANCING AUTHORITY

3. **CONSENT AGENDA**

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

- a. Minutes of the August 22, 2019 Public Financing Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

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

- a. Minutes of the August 22, 2019 Water Utility Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

5. 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 22, 2019 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the August 22, 2019 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

7. CLOSED SESSION

REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: properties located at the southwest corner of Bloomfield and Telegraph Road and north side of Telegraph Road east of Bloomfield

Agency Negotiator: City Manager, City Attorney, Finance Director and Planning Director

Negotiation Parties: Maverick Natural Resources, LLC

Under Negotiation: Price and Terms for the Sale of Property

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 August 22, 2019 Regular City Council Meeting (City Clerk)

Recommendation: That the City Council:

- Approve the minutes as submitted.

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

Recommendation: That the City Council:

- Approve a general motion to waive full reading and approve Ordinance by title only pursuant to California Government Code Section 36934.

- c. Second Reading of Ordinance No. 1106 – An Ordinance of the City of Santa Fe Springs Amending Section 31.13 (Powers and Duties) of Chapter 31 (City Officials and Employees) to Provide for Signature Authority (City Attorney)

Recommendation: That the City Council:

- Read by title only, waive further reading and adopt Ordinance No. 1106.

NEW BUSINESS

9. Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) – Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to Trueline Construction and Surfacing, Inc., of Corona, California, in the amount of \$69,979.32.

10. Revised Three-Year Street Improvement Plan (Public Works)

Recommendation:

- Revise and adopt the Third Year project list of the Three-year Street Improvement Plan as recommended by the Capital Improvement Plan (CIP) Subcommittee.

11. Consideration of a Master License Agreement with New Cingular Wireless PCS, LLC (AT&T) for Wireless Telecommunications Facilities on City-owned Streetlight Poles (Planning)

Recommendation:

- Find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities; and
- Authorize the City Manager to execute all subsequent License Agreements.

12. Authorize the Director of Planning to Release a Request for Proposal of the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulation to Reflect New General Plan Policies (Planning)

Recommendation:

- Authorize the Director of Planning to Release a Request for Proposal (RFP) to Provide Services for the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulations to Reflect New General Plan Policies.

City of Santa Fe Springs
Regular Meetings

September 26, 2019

13. Execute a "Software as a Service" (SaaS) Agreement with Tyler Technologies for the DHD System Used for Data Related to Fire Prevention and Environmental Protection Program Administration (Fire)

Recommendation:

- Authorize the Mayor to execute the SaaS agreement with Tyler Technologies for the use of the DHD System.

Items 14 – 23 will occur in the 7:00 p.m. hour.

14. **INVOCATION**

15. **PLEDGE OF ALLEGIANCE**

16. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

17. **ANNOUNCEMENTS**

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

19. **PRESENTATIONS**

- a. Proclaiming the month of October 2019 as "Breast Cancer Awareness Month"
- b. Proclaiming October 6-12, 2019 as "Fire Prevention Week"
- c. Proclaiming the month of October 2019 as "National Community Planning Month"
- d. Proclaiming October 2, 2019 as "Walk to School Day"

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

- a. Advisory Committee Appointments

21. **ORAL COMMUNICATIONS**

22. **COUNCIL COMMENTS**

23. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; 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

September 19, 2019
Date

**FOR ITEM NO. 3A
PLEASE SEE ITEM NO. 8A**



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 8/31/19

None

Outstanding principal at 8/31/19

\$38,668,258

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 4A
PLEASE SEE ITEM NO. 8A



CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Well No. 12 – Packer Testing and Installation

The Water Utility Authority (WUA), at their March 28, 2019, meeting, awarded a contract to Best Drilling and Pump, Inc. (Best Drilling) from Colton, California in the amount of \$452,000 for the Water Well No. 12 Packer Testing project.

Water Well No. 12 packer testing and installation began on May 7, 2019. Best Drilling and Pump, Inc. completed well-pumping tests and water sample collection with packers installed at various depths to isolate water zones and to determine the permanent position of the packer; and the removal of test pump and test packer. Upon removal of the testing equipment, Best Drilling conducted the final water well inspection via Closed Circuit TV (CCTV).

Well disinfection will be performed prior to installing the permanent pump and associated column pipe for municipal use. The Contractor anticipates project completion by the end of September 2019.

The objective of installing a packer was to segregate groundwater zones consisting of low quality water where contaminants of concern exceeded maximum contaminant levels. Evaluation of the packer testing results indicated that installation of a permanent packer would not address the elevated temperature, color, pH and total dissolved solids concentrations at Water Well No. 12. Unfortunately, it was determined that Water Well No. 12 in its entirety consists of elevated color and total dissolved solids concentrations that exceed the maximum contaminant levels with iron concentrations also being on the brink of exceeding maximum contaminant levels. As a result, treatment would need to be implemented for Water Well No. 12 to supply adequate drinking water.

Staff anticipates holding a study session in November to discuss Water Well No. 12 in further detail and seek direction from the Council on how to proceed.

FISCAL IMPACT

Water Well No. 12 Packer Testing and Installation is fully funded from the Water CIP Fund.

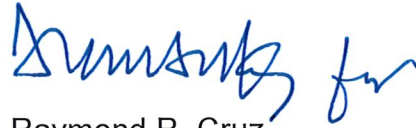
Report Submitted By:

Noe Negrete
Director of Public Works

 Date of Report: September 19, 2019

INFRASTRUCTURE IMPACT

The production of quality water from Water Well No. 12 will provide a cost-effective option which is imperative to meeting the City's water needs.



Raymond R. Cruz
Executive Director

Attachments:

None



City of Santa Fe Springs

Water Utility Authority Meeting

September 26, 2019

CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 8/31/19	None
Outstanding principal at 8/31/19	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 8/31/19	None
Outstanding principal at 8/31/19	\$1,425,000

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

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

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

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



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 8A

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



City of Santa Fe Springs

City Council Meeting

September 26, 2019

CONSENT AGENDA

Minutes of the August 22, 2019 Regular City Council Meetings

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- August 22, 2019

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz
City Manager

Attachment:

1. Minutes for August 22, 2019



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 22, 2019

1. CALL TO ORDER

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

2. ROLL CALL

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

Members absent: None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

- a. Minutes of the July 25, 2019 Public Financing Authority

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez, approving Item No. 3A, and 3B, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

Approval of Minutes

- a. Minutes of the July 25, 2019 Water Utility Authority Meeting

Recommendation: That the Water Utility Authority:

- Approve the minutes as submitted.

Monthly Reports

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa

Fe Springs Water Utility Authority (WUA)

Recommendation: That the Water Utility Authority:

- Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority:

- Receive and file the report.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving Item No. 4A, 4B, & 4C, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

NEW BUSINESS

5. Resolution No. 9645 – Board Member Appointment to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Recommendation:

- Adopt Resolution No. 9645 appointing Noe Negrete to serve as the primary Board Member and Robert Garcia and Sarina Morales-Choate to serve as alternate Board Members representing the City of Santa Fe Springs with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, to adopt Resolution No. 9645 appointing Noe Negrete to serve as the primary Board Member and Robert Garcia and Sarina Morales-Choate to serve as alternate Board Members representing the City of Santa Fe Springs with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

Minutes of the July 25, 2019 Housing Successor

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora, approving the minutes as submitted, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

SUCCESSOR AGENCY

7. CONSENT AGENDA

Minutes of the July 25, 2019 Successor Agency

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, approving the minutes as submitted, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

CITY COUNCIL

8. CONSENT AGENDA

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

Minutes of the July 25, 2019 Regular City Council Meeting

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

NEW BUSINESS

9. Review of City Council Sub-Committees

Recommendation:

- Review sub-committees list and determine whether there is a need to continue listed sub-committees.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora, to keep the Finance Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Zamora, seconded by Council Member Mora to keep the Billboard Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Zamora, seconded by Council Member Rodriguez to keep the Budget Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Mora, seconded by Mayor Pro Tem Rounds to keep the Capital Improvement Project Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora to keep the Child Car Sub-Committee until the project is completed which is estimated to be February 2020; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Rounds, seconded by Council Member Zamora to keep the Economic Development Strategy Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora to keep the General Plan Subcommittee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Trujillo, seconded by Mayor Pro Tem Rounds to remove the High Speed Rail Authority; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Mora, seconded by Council Member Rodriguez to keep the Hotel Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Mora, seconded by Council Member Rodriguez to remove the Housing Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Zamora, seconded by Council Member Rodriguez to remove the I-5 Freeway Expansion Project Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora to remove the Housing Plan Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds to remove the Marquardt/Rosecrans Grade Separation Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Rounds to remove the Relay for Life Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez to remove the Strategic Plan Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora to remove the Successor Agency Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Mora to remove the Waste Management Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo

Nayes: None

Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Rodriguez

to keep the Water Rate Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Zamora to remove the Water Conservation Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds to keep the Whittier Police Department Sub-Committee; by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

10. Approval of Revised City's Social Media Policy

Recommendation:

- Approve the revised City's Social Media Policy

It was moved by Council Member Mora, seconded by Council Member Zamora, to approve the revised City's Social Media Policy, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

11. Approval of Vending Machine Agreement between the City of Santa Fe Springs and Joseph Welch

Recommendation:

- Approve a 2-year Vending Machine Agreement with Joseph Welch of Better 4 You Vending.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve a 2-year Vending Machine Agreement with Joseph Welch of Better 4 You Vending, by the following vote:

Ayes: Mora, Rodriguez, Zamora, Rounds, Trujillo
Nayes: None
Absent: None

CLOSED SESSION

12. CONFERENCES WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One Potential Case)

Mayor Trujillo recessed the meetings at 6:33 p.m.

Mayor Trujillo convened the meeting at 7:00 p.m.

Ivy M. Tsai, City Attorney stated the city council met in closed session, took action by unanimous vote to initiate litigation, authorize the retention of the firm of Aleshire & Wynder, LLP to bring the litigation on behalf of the City, and authorize the City Manager to execute an agreement for special counsel services, joint prosecution agreement and waiver of conflict of interest letter.

13. INVOCATION

Invocation was led by Mayor Pro Tem Rounds.

14. PLEDGE OF ALLEGIANCE

Captain Aviv led the Pledge of Allegiance.

15. INTRODUCTIONS

- Representatives from the Chamber of Commerce: Tony Williams from Global IT and Carolyn Corbin from Raymond Handling Solutions.

16. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Look up the Stars, Friday, August 23, 2019 at 7:00 p.m.
- Masquerade Dance, Friday, August 23, 2019 at 9:00 a.m.
- Friendly Fajitas, Wednesday, August 28, 2019 at 6:00 p.m.

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond Cruz spoke about Measure Y and reported the new tax that was collected in the first few months was 3 million dollars. He also spoke about attending a meeting in Norwalk and noted that one of the important issues was the 2020 Census.
- Council Member Zamora requested to add a census link to website and social media.
- City Manager Cruz also spoke about attending the 2019 Chamber Retreat Workshop the previous week.
- Director of Public Works, Noe Negrete spoke about the Santa Fe Springs Road construction and noted that there has not been a response from the gas company regarding the repair for the gas main. Therefore, they will need to contact another source to get a response since local businesses currently do not have parking.
- City Manager added that the gas company being unresponsive is unacceptable and they will be speaking to another source and should have an answer within a week.
- Director of Public Works, Noe Negrete continued presentation. Spoke about signs,

bags and wastebaskets that were recently added for dog waste. He also spoke about the LED Stop Lights that were recently added at Pioneer Blvd. going southbound and northbound.

- Council Member Zamora noted that people are now slowing down after the stops were added.
- Planning Director, Wayne Morrell spoke about two projects; first one discussed was the project located on Telegraph Road and Santa Fe Springs Road and second one was located at Los Nietos Road and Greenleaf Road.
- Director of Police Services, Dino Torres provided an update on the shopping center on Telegraph Road and Orr & Day Road. Public Safety staff has been patrolling the area.
- Councilmember Rounds suggested adding a light or trimming the trees behind the shopping center to improve visibility.
- Director Torres stated that a letter was mailed out to the shopping center owner addressing that issue along with other problems to be addressed.
- Battalion Chief Chad Van Meeteren spoke about the Hazmat Drill that was hosted at the regional training center. He also spoke about the Potato Bake.
- Director of Finance, Travis Hickey spoke about the employee benefits health fair scheduled for September 10, 2019 from 9am to 11am.
- Director of Community Services, Maricela Balderas spoke about Adam Matsumoto resigning from the city since he has accepted a job with Temple City as the Parks and Recreation Director. Community Services supervisor Ed Ramirez will temporarily oversee the Parks and Recreation programs. Last, she spoke about the "Dia De Los Muertos" event that will be taking place on October 5th.

18. PRESENTATIONS

- a. None

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

Councilmember Mora appointed Joe Avila to the Parks and Recreation Advisory Committee and Councilmember Rodriguez appointed Elena Lopez to the Family and Human Services Advisory Committee.

20. ORAL COMMUNICATIONS

Thomas Apodaca spoke during oral communications.

21. COUNCIL COMMENTS

Council Member Mora spoke about Adam Matsumoto's resignation, wished him luck, and also spoke about attending the League of California cities. Last, he spoke about attending the Chambers event and the LA CADA program.

Council Member Rodriguez spoke about Adam Matsumoto; thanked Kathie Fink for the Chamber of Commerce event; spoke about the potato bake event; last, she spoke about the homeless issue.

Council Member Zamora thanked Adam Matsumoto; thanked Kathie Fink for Chamber of Commerce event; thanked the seniors; last, spoke about the upcoming Relay for Life event.

Mayor Pro Tem Rounds spoke about Adam Matsumoto; spoke about the potato bake event and Chamber of Commerce event.

Mayor Trujillo spoke about Adam Matsumoto and thanked the Chamber of Commerce for hosting their event.

22. ADJOURNMENT

Mayor Trujillo adjourned the meeting at 7:40 p.m. p.m. in memory of former and first city council member William Camil and Officer Andre Moyer.

Juanita Trujillo
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8B

September 26, 2019

CONSENT AGENDA

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

RECOMMENDATION

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

BACKGROUND

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

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

Raymond R. Cruz
City Manager

Attachment(s):

None



CONSENT AGENDA

Second Reading and adoption of Ordinance No. 1106 – An Ordinance of the City of Santa Fe Springs Amending Section 31.13 (Powers and Duties) Of Chapter 31 (City Officials and Employees) To Provide For Signature Authority

RECOMMENDATION

- Read by title only, waive further reading and adopt Ordinance No. 1106.

BACKGROUND

California Government Code Section 40602 provides that the Mayor shall sign (a) all warrants drawn on the city treasurer, (b) all written contracts and conveyances made or entered in to by the city, and (c) all instruments requiring the city seal. Section 40602 goes on to provide that by ordinance can authorize a city officer other than the mayor to sign the documents.

With the high volume of transactional documents that are required to run the city and provide public services, it would be expeditious to approve and ordinance to allow an officer of the City other than the mayor to sign the documents. Currently the City Council authorizes the City Manager to sign documents under Section 31.13 (17) (Additional duties) when it awards a contract.

The proposed ordinance amending the code would allow the City Council, when it approves a contract or other instrument, to also authorize not only the City Manager, but also any department head to sign on behalf of the City. All documents in which the City Council has not authorized another officer to sign, will be signed by the Mayor.

PROPOSED CHANGES

The proposed ordinance will add a subsection "(18) Signature Authority" to Section 31.13 of the Santa Fe Springs Municipal Code to allow the City Council to authorize the City Manager as well as any department head to sign city instruments by resolution, motion, minute order or other appropriate action.

FISCAL IMPACT

There is no fiscal impact with this decision.

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

Raymond R. Cruz
City Manager

Attachment(s)

1. Ordinance No. 1106

ORDINANCE NO. 1106

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 31.13 (POWERS AND DUTIES) OF CHAPTER 31 (CITY OFFICIALS AND EMPLOYEES) TO PROVIDE FOR SIGNATURE AUTHORITY

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

SECTION 1. The City Council hereby amends Section 31.13 (Powers and Duties) of Chapter 31 (City Officials and Employees) with the addition of a new subsection (18) as follows:

(18) *Signature Authority.* The city manager, as well as a department head, is hereby authorized to execute documents as provided in California Government Code section 40602, whenever the city council has approved the execution by the city manager or department head by resolution, motion, minute order or other appropriate action.

SECTION 2. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this **26th** day of **September**, 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Juanita Trujillo, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

September 26, 2019

NEW BUSINESS

Basketball, Tennis, and Handball Courts Resurfacing (Los Nietos Park, Santa Fe Springs Park, and Little Lake Park) – Award of Contract

RECOMMENDATION

- Accept the bids; and
- Award a contract to Trueline Construction and Surfacing, Inc., of Corona, California, in the amount of \$69,979.32.

BACKGROUND

Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors (LA County) pledged financial assistance in the amount of \$150,000 to the City in support of park projects. The grant requires the City to identify park projects to be supported. The City identified projects for implementation in two (2) separate phases. Phase One will focus on resurfacing outdoor basketball, tennis and handball courts located at Los Nietos Park, Santa Fe Springs Park, and Little Lake Park. Phase Two will focus on replacing baseball and basketball scoreboards and basketball rims and will be brought to a future Council meeting.

On April 23, 2019, the City Council approved the grant from the Los Angeles County Board of Supervisors in the amount of \$150,000, authorizing the Mayor to execute the Social Program Agreement with Los Angeles County and authorized Staff to advertise for construction bids. The bids were publicly opened and read on June 4, 2019, however, no bids were received for the project. The prospective bidders cited the inclusion of a bid item requiring the installation of two concrete pads at Lake Center Park and the relocation of two steel storage containers from Little Lake Park as the main reason for not submitting a bid.

Consequently, staff removed the bid item from the Plans and Specifications and on July 25, 2019, City Council authorized Staff to re-advertise for construction bids.

The City received a total of three bids on September 10, 2019. City staff reviewed each bid proposal and determined them to be compliant with the project specifications. The low bidder for the project was Trueline Construction and Surfacing, Inc., of Corona, California, in the amount of \$69,979.32.

The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. Trueline Construction and Surfacing, Inc.*	\$69,979.32
2. The California Surfacing Company	\$71,638.70
3. Pacific Tennis Courts, Inc.	\$114,258.54

**The bid proposal for Trueline Construction and Surfacing, Inc., was publicly read at \$69,860.52*

Report Submitted By:

Noe Negrete
Director of Public Works

 Date of Report: September 19, 2019

The Department of Public Works has reviewed the bids and determined the low bid submitted by Trueline Construction and Surfacing, Inc. in the amount of \$69,979.32 is approximately 7% above the Engineer's Estimate of \$65,000.00, and their bid is responsive and responsible.

LEGAL REVIEW

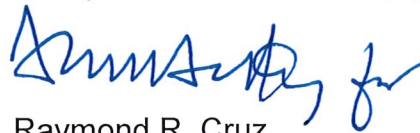
The City Attorney's office has reviewed the contract agreement.

FISCAL IMPACT

The grant in the amount of \$150,000 from Los Angeles County Supervisor Janice Hahn will fund the cost to resurface the basketball, tennis, and handball courts located at Los Nietos Park, resurface the basketball and handball courts at Santa Fe Springs Park and resurface the basketball courts at Little Lake Park.

INFRASTRUCTURE IMPACT

The project will refresh the overall look of the game courts in our city parks.



Raymond R. Cruz
City Manager

Attachment:
Exhibit 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**BASKETBALL, TENNIS, AND HANDBALL COURTS RESURFACING
(Los Nietos Park – Santa Fe Springs Park – Little Lake Park)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 26th of September, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Trueline Construction and Surfacing, Inc., as CONTRACTOR in the amount of \$69,979.32.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

ARTICLE VII

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

20104.50.

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

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

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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

ARTICLE VIII

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

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

CONTRACTOR

By:

JANET BANGS, VICE PRESIDENT

ADDRESS

THE CITY OF SANTA FE SPRINGS

By:

JUANITA TRUJILLO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

September 26, 2019

NEW BUSINESS

Revised Three-Year Street Improvement Plan

RECOMMENDATION

Revise and adopt the Third Year project list of the Three-Year Street Improvement Plan as recommended by the Capital Improvement Plan (CIP) Subcommittee.

BACKGROUND

On April 14, 2016, the City Council approved the Three-Year Street Improvement Plan identified by the Citywide Street Pavement Evaluation and Analysis Study and as recommended by the Capital Improvement Plan (CIP) Subcommittee. The Year One Street Improvements (2017/18) are complete. The Year Two Street Improvements (2018/19) are currently under construction. The CIP Subcommittee has reevaluated and reprioritized the Third Year Street (2019/20) project list based on pavement deterioration over the last two years. Staff requests the approval of an updated street improvement list as recommended by the CIP Subcommittee for the Third Year streets.

Shown below is the original project list as approved and the requested revised project list.

2016 Approved Third Year Street Improvements List

- | | |
|--------------------|---|
| 1. Stage Rd. | Valley View Ave. to Rosecrans Ave. |
| 2. John St. | Los Nietos Rd. to Sorenson Ave. |
| 3. Shoemaker Ave. | Los Nietos Rd. to cul-de-sac |
| 4. Gannet St. | Bonavista Ave. to Valley View Ave. |
| 5. Freeman Ave. | Telegraph Rd. to Los Nietos Rd. |
| 6. Springdale Ave. | Florence Ave. to Clark St. |
| 7. Cornet St. | Alondra Blvd. to Molette St. |
| 8. Anson Ave. | Radburn Ave. to Borate St. |
| 9. Marquardt Ave. | Imperial Hwy. to 625' S/O Imperial Hwy. |
| 10. Marquardt Ave. | 100' N Ratliffe St. to 300' S/O Imperial Hwy. |

Estimated Total Project Cost: \$5.7 million

2019 Revised Third Year Street Improvements List

- | | |
|-------------------|---------------------------------------|
| 1. Los Nietos Rd. | Pioneer Blvd. to Norwalk Blvd. |
| 2. Los Nietos Rd. | Norwalk Blvd. to Santa Fe Springs Rd. |
| 3. Los Nietos Rd. | Santa Fe Springs Rd. to Painter Ave. |
| 4. Meyer Rd. | Shoemaker Ave. to City Boundary |
| 5. Lakeland Rd. | Shoemaker Ave. to Carmenita Rd. |

Estimated Total Project Cost: \$5.8 million

FISCAL IMPACT

The Three Year Street Improvement Plan is funded by the CIP Bond Fund for \$15 million. The Third Year (2019/20) street improvement budget is approximately \$5.7 million and there is sufficient funding available for the revised project list.

INFRASTRUCTURE IMPACT

The recommended Third Year (2019/20) street improvements will improve the structural condition of the existing roadways, enhance operational safety and reduce maintenance costs moving forward.



Raymond Cruz
City Manager

Attachments:

None



NEW BUSINESS

Consideration of a Master License Agreement with New Cingular Wireless PCS, LLC (AT&T) for Wireless Telecommunications Facilities on City-owned Streetlight Poles

RECOMMENDATIONS

- Find and determine that pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is Categorically Exempt; and
- Authorize the City Manager to execute a Master License Agreement for the use of City-Owned Streetlight Poles for Wireless Telecommunications Facilities; and
- Authorize the City Manager to execute all subsequent License Agreements.

BACKGROUND

Wireless telecommunications networks consists of macro sites and micro sites that allow carriers to transmit wireless signals for cellular phone calls and data streaming. Traditionally, large wireless telecommunications facilities (macro sites) have been installed to support wide geographic areas and thousands of users. Macro sites typically require construction of freestanding towers or installations on tall rooftops and provide coverage up to several miles. Customers today increasingly use high volumes of data and carriers are challenged with expanding and improving their networks to meet customers' demands. One solution is to deploy micro sites (small cells) that are used to fill gaps in coverage and add overall capacity to a network.

Small cells are lower in height and provide coverage often to a radius of about 1,500 feet, although telephone companies often request them to be placed such that they are focused on covering even smaller areas. They are typically deployed in areas where customers are prone to connectivity issues, in heavily trafficked areas that need more network capacity, and in areas that cannot be effectively served by a traditional macro site. Small cells work together with macro sites to create a seamless wireless network. Typically, small cell proposals are intended to improve carriers' existing 4G networks, but support future 5G technology. Though the exact operating frequency and technology for 5G are still being developed, 5G antennas and associated equipment should fit within the physical footprint of the currently proposed small cell sites.

Small cells consist of a one or two antennas, minimal equipment, and often utilize an existing power source. Due to their limited coverage area, small cells must be located in close proximity to wireless customers. Wireless providers have the right to use the public rights-of-way without the city being able to charge annual rent for their use unless the facilities are installed on city owned or controlled infrastructure within the right of way. Power lines and streetlight poles within the public rights-of-way make ideal locations for small cells since they provide direct coverage to passing vehicles and are located in areas that macro sites are typically prohibited from locating in, such as

residential zones. In Santa Fe Springs, one small cell site has been installed on a wood pole owned by the Southern California Joint Pole Committee and three others have been approved but not yet installed. No small cells have been approved on streetlight poles. The City of Santa Fe Springs owns the vast majority of the approximately 3,000 streetlights within city limits. To gain access to these streetlight poles, wireless providers must first enter into an agreement with the city.

General Overview of MLA and License Agreements

Anticipating an increase in the number of applications for small cell facilities in the public rights-of-way, staff recommends the City Council approve a master license agreement (MLA) with each wireless provider to install new small cell facilities on city-owned streetlight poles. The MLA is a comprehensive document that contains uniform terms and conditions applicable to all wireless facilities installed on city-owned streetlight poles. It does not grant rights to use individual city streetlight poles. However, it does establish the procedures, terms and conditions under which licensees may request attachments to specific streetlight poles. Individual pole agreements are called License Agreements, which identify the specific licensed streetlight pole and contain detailed exhibits including site plans, permits, and other materials that are unique to each site.

Proposed Master License Agreement – New Cingular Wireless PCS, LLC (AT&T)

AT&T is a worldwide provider of mobile, broadband, video and other communications services. AT&T will be responsible for the installation and maintenance of their small cell equipment. Key terms and conditions of the MLA include:

- Initial ten-year term with three five-year extensions (unless AT&T opts out of any extension(s));
- Licensee obtains all utilities and pays for electrical costs;
- Licensee is required to obtain individual License Agreements for each streetlight pole that that will host a small cell facility;
- Licensee is required to obtain all applicable and necessary regulatory approvals, including a city-issued Administrative Wireless Telecommunications Facility Permit and Encroachment Permit prior to attaching to a city streetlight pole;
- Licensee shall maintain on file a certificate of insurance naming the City as an additional insured;
- Licensee shall be responsible for all installation, removal, repair and maintenance work associated with the Wireless Telecommunications Facility;
- The City retains the right to maintain and repair the rights-of-way and streetlight poles as needed and to correct any immediately hazardous conditions;
- The annual license fee per city-owned pole is \$270 with a 3% annual escalation;
- Licensee must provide one spare replacement pole for every ten streetlight poles in use.

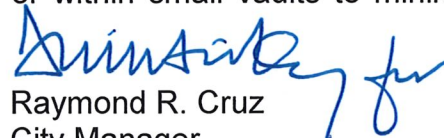
FISCAL IMPACT

On October 15, 2018, the FCC published a Declaratory Ruling and Third Report and Order (FCC 18-133) which went into effect on January 14, 2019. This order imposes certain limits on state and local governments' ability to regulate the deployment of small cell wireless telecommunications facilities. The Declaratory Rule and Order limits the type and amount of fees the city can collect for private use of public property, the amount of time the city has to review applications, and limits the city's ability to regulate design aesthetics. The FCC has established \$270 as the "safe harbor" amount cities may collect for private use of public property in the rights-of-way. A lawsuit has been filed by a national coalition of cities and other groups in response to the Declaratory Ruling and Order; and several other lawsuits have been filed by carriers in the industry. The proposed agreement has language to allow for regulatory changes, which the City will implement pending resolution of the legal challenges. Additionally, the City may adjust the annual compensation pursuant to a cost study which has been reviewed, adopted and approved by City Council.

At present, the City will collect \$270 per year, per wireless telecommunications facility attached to city-owned streetlight pole, with a 3% annual escalation. Each small cell wireless telecommunications facility will bring in a total of \$9,844 over each facility's 25-year term.

ENVIRONMENTAL DETERMINATION

Staff recommends that the City Council find this project meets the criteria for a Categorical Exemption pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines because this project has no potential to have a significant effect on the environment. Section 15303 allows the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The Master License Agreement indirectly supports the installation of small wireless telecommunications facilities on streetlight poles throughout the city. In many instances, existing streetlight poles will be replaced with new poles of a similar design and height to support both a replacement streetlight and the small wireless telecommunications facility. Antennas, equipment and cables will be screened from view by shrouds, within the pole itself, or within small vaults to minimize aesthetic impacts.


Raymond R. Cruz
City Manager

Attachments:

1. Example Small Cell Designs
2. Master License Agreement with New Cingular Wireless PCS, LLC

Attachment 1: Example Small Cell Designs



Attachment 2: Master License Agreement with New Cingular Wireless PCS, LLC

**MASTER LICENSE AGREEMENT FOR
WIRELESS TELECOMMUNICATIONS FACILITIES ON CITY STREETLIGHT
POLES IN THE RIGHT OF WAY**

This Master License Agreement For Wireless Telecommunications Facilities On City Poles (the "Agreement") is entered into this ____ day of _____, 2019, by and between the City of Santa Fe Springs ("City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee") (collectively referred to as the "Parties"). The effective date of this Agreement is _____ (the "Effective Date").

RECITALS

WHEREAS, City owns as its personal property a number of existing Streetlight Poles within the public right-of-way that are potentially suitable for installing wireless telecommunications facilities within the City's jurisdiction and has a duty under California law to derive appropriate value from the City's property assets for the public good; and

WHEREAS, Licensee desires to install, maintain and operate wireless telecommunications facilities in the public right-of-way by attaching to existing Streetlight Poles and Licensee is willing to compensate the City for the right to use the City's Streetlight Poles for wireless telecommunications purposes; and

WHEREAS, the City desires to authorize Licensee's request to access individual City owned Streetlight Poles based on a comprehensive and uniform Agreement according to the terms and conditions set forth in this Agreement, and pursuant to all the applicable permits issued by the City to protect public health and safety; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this agreement:

Agent. "Agent" means agent, employee, officer, contractor, subcontractor, and representative of a party in relation to this Agreement.

City. "City" means the City of Santa Fe Springs, a Municipal Corporation.

City Property. "City Property" means the Right-of-Way, Municipal Facilities, and all real and personal property owned by the City.

Commencement Date. The "Commencement Date" for each License Agreement shall be upon expiration of ninety (90) days after the date that the particular License Agreement governing the Licensed Area is executed by both parties or the date that all applicable permits and approvals are approved by the City with respect to a Licensee Facility, whichever occurs first.

CPUC. "CPUC" means the California Public Utilities Commission.

Fee. "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding utility users' tax, franchise fees, communications tax, or similar tax or fee.)

Invitee. "Invitee" means the client, customer, invitee, guest, tenant, subtenant, licensee, authorized assignee and authorized sublicensee of a party in relation to the area where Licensee's Facilities are located.

Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having jurisdiction over the parties to this Agreement.

Licensed Area. "Licensed Area" means each Municipal Facility for which City grants a license to Licensee for placement of Licensee's Facilities pursuant to this Agreement." The Licensed Areas shall more specifically be described in the License Agreements.

License Agreement. "License Agreement" means an agreement executed by the Parties in substantially similar form as Exhibit "A" for each Municipal Facility licensed to Licensee. The License Agreement form may be modified in the future without amendment to this Agreement. The License Agreement may have special clauses specific to that individual Licensed Area. In the event of a discrepancy or inconsistency between the terms and conditions of a particular License Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control.

Licensee's Facilities, Licensee Facilities or Licensee's Facility. "Licensee's Facilities", "Licensee Facilities" or "Licensee's Facility" means the facilities and equipment controlled by Licensee to provide wireless telecommunications service, including but not limited to Wireless Telecommunications Facilities, antennas, cables, wires, lines, waveguides, poles, conductors and related hardware.

Licensee. "Licensee" means New Cingular Wireless PCS, LLC., organized and existing under the laws of the State of Delaware, and its lawful successors, assigns and transferees.

Municipal Facilities. "Municipal Facilities" means City-owned Streetlight Poles, lighting fixtures, electroliers, or comparable facilities located within the Public Way.

Network. "Network" or collectively "Networks" means one or more of the carrier agnostic wireless networks operated by Licensee to serve its wireless carrier customers in the City.

Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" means the space in, upon, above, along, across; under and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include any other City Property or any property owned by any person or entity (e.g. county, state, or federal rights-of-way) other than the City,

except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

Services. “Services” means the services provided through the Network by Licensee to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the CPUC.

Streetlight Pole. “Streetlight Pole” means any standard-design concrete, fiberglass, or metal pole that has a mast arm for electrolier support and is used for streetlighting purposes.

Wireless Telecommunications Facility. “Wireless Telecommunications Facility” means equipment installed for the purpose of providing wireless transmission of voice, data, images, or other information including, but not limited to, cellular telephone service, personal communications services, and paging services, consisting of equipment and network components such as towers, utility poles, transmitters, base stations, and emergency power systems. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, equipment cabinets, pedestals, meters, tunnels, vaults, splice boxes, surface location markers, related transmission equipment, equipment buildings, parking areas, and other accessory development.

Section 2. Licensed Area. This Agreement sets forth the basic terms and conditions upon which each Licensed Area is licensed to Licensee. Upon agreement between the parties with respect to the particular terms and location of a Licensed Area, the parties shall execute a completed License Agreement in substantially similar form as Exhibit “A”. Subject to the terms and conditions contained herein and in the License Agreement relating to a particular Licensed Area, for the limited purpose of constructing, installing, operating and maintaining Licensee’s Facilities, City hereby licenses to Licensee the Licensed Areas. The License Agreement includes access to and from the Licensed Area, and to and from the closest public Right-of-Way and on and over the land of which the Licensed Area are a part and access to appropriate utilities. Each License Agreement shall act as a separate and independent agreement for each Licensed Area, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. It is understood that the Licensee’s right and license to place the Licensee’s Facilities is non-exclusive, but that upon execution of the License Agreement, the Licensed Area licensed therein shall be exclusive for Licensee’s Facilities for a specific area or space at the Municipal Facility, subject to the terms and conditions of this Agreement. Further, Licensee’s license and rights granted under this Agreement and the particular License Agreement are irrevocable until the expiration or sooner termination of this Agreement and/or the License Agreement.

a. **Licensee Obtains Utilities.** Licensee shall obtain its own utility services at its own costs from the applicable utility company. Licensee shall be responsible to secure its own utility services and shall not be permitted to use or submeter from any utility service provided to the City on any Streetlight Pole.

b. **Electrical Costs.** Licensee shall be solely responsible for all costs and expenses associated with obtaining and maintaining a suitable and compatible electrical supply sufficient to power and operate Licensee's Facilities. Licensee shall also be solely responsible for all costs,

expenses and payments of any and all electrical utility charges by the applicable utility company based upon its usage of electricity and applicable tariffs. City shall under no circumstances be responsible for reimbursing, contributing, or paying any costs to any utility company or Licensee for the costs and expenses associated with any modification of or any use of electricity under this Agreement. Licensee Facilities shall not draw compatible electricity from a Municipal Facility until such time as Licensee has secured all required electrical approvals and the electricity charging/payment agreement with the electrical utility company is in place.

Section 3. Term. This Agreement shall commence upon execution by both parties and shall govern and be incorporated into each License Agreement entered into on or after the Effective Date of this Agreement until such time that City and Licensee enter into a new agreement or the expiration of ten (10) years with automatic renewal for three (3) successive five (5) year renewal terms. In the event the parties enter into a new agreement, each then existing License Agreement governed by this Agreement shall continue to be governed by this Agreement and this Agreement shall remain in effect until the expiration or earlier termination of each License Agreement it governs. Each new License Agreement entered into on or after the effective date of the new agreement shall be governed by the new agreement. The initial term of each License Agreement shall be ten (10) years from the Commencement Date of that License Agreement and will automatically renew for three successive five (5) year renewal terms, on the same terms and conditions as the initial term. This Agreement and the License Agreements shall automatically renew at the expiration of the initial term or any renewal term thereof provided Licensee provides City written notice of renewal at least ninety (90) days prior to the expiration of the initial term or the then applicable renewal term, as the case may be.

Section 4. Permitting and Location of Wireless Telecommunications Facilities.

a. Construction of Licensee's Facilities. City agrees to permit Licensee to construct Licensee's Facilities within the Licensed Area subject to the terms of this Agreement and the License Agreement and further subject to City's reasonable, time, place, and manner restrictions in accordance with applicable Laws.

b. Height and location of equipment. Notwithstanding any other provision in this Agreement to the contrary, in no event may any Wireless Telecommunication Facility antenna or supporting Wireless Telecommunications Facility equipment placed on a Streetlight Pole be placed less than eight feet (8') above the ground, and this Agreement does not authorize the placement of any equipment or other item in violation of any applicable law, including but not limited to the Americans with Disabilities Act.

c. City Planning Permits Required. In addition to the City permitting process, Licensee agrees to seek any and all additional local, state and federal approvals that may be required for its deployments. For example, Licensee shall have a City Business License and shall obtain any necessary zoning-related approvals. Notwithstanding the foregoing, nothing in this Agreement constitutes any warranty, guarantee, or promise in regards to any land use decision or governmental approval by the City or any government agency having jurisdiction.

Section 5. Scope of Agreement. This agreement shall be interpreted consistent with the following laws and regulations (a) California Government Code Sections 50030, 65964, and

65850.6; (b) California Public Utility Code or the Telecommunications Act of 1996 including but not limited to those rights set forth in Section 253(c); (c) Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (H.R. 3630, P.L. 112-96); and the Federal Communications Commission Declaratory Ruling and Third Report and Order (FCC 18-133) (“FCC 2018 Order”).

a. Limitations on License. Nothing herein creates a real property interest or creates a landlord-tenant relationship. Licensee cannot avail itself of rights afforded to tenants under the laws of the State of California.

b. No Warranty. City makes no warranty or representation whatsoever, whether express or implied, regarding the suitability of any Licensed Area for Licensee’s use. Licensee has inspected Licensed Area and accepts the same “AS IS.” Licensee agrees that neither the City nor its agents have made, and the City expressly disclaims any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the Licensed Area, the present or future suitability of the premises for the permitted use, or any other matter related to this Agreement. City is under no obligation to perform any work or provide any materials to prepare the Licensed Area for Licensee.

Section 6. Compensation.

a. Compensation for Use of City Infrastructure. Licensee shall annually compensate City for the use of each Municipal Facility or comparable facility that is the subject of a License Agreement in the amount of Two Hundred Seventy Dollars (\$270.00) each (collectively the “Annual Compensation”). This is in addition to and separate from any applicable generally required one time fees (e.g land use processing fees). However, if the FCC 2018 Order provisions related to charges for small wireless telecommunications facilities are determined to be invalid, removed, stayed, or altered by a final and unappealable order by the FCC or a court of competent jurisdiction, either party to this Agreement may request that the parties meet and confer as to whether the Annual Compensation provisions in this Agreement should be modified. If, after good faith negotiations the parties are unable to reach an agreement regarding the Annual Compensation to be paid hereunder, the Annual Compensation shall be the lesser of (1) the maximum permissible rate that is consistent with applicable law; or (2) \$1,500 per facility per year (which amount shall be annually increased (compounded) each year by three percent (3%)). Thereafter, the charge shall be adjusted on the anniversary of the effective date pursuant to Section 6(c).

b. Payment Terms and Audit. Licensee shall make first payments within sixty (60) days following the Commencement Dates of any License Agreement. First payments shall be prorated from the applicable Commencement Date through the next occurring June 30 based upon a 365 day year. Thereafter, the Annual Compensation for all License Agreements shall be paid on or before June 30 of each successive year during the License Agreement.

c. Annual Compensation Adjustment. The Annual Compensation will be annually increased and compounded each calendar year by three percent (3%).

d. Authorized Adjustment(s) From Cost Study. In addition, the City may adjust the compensation pursuant to a cost study which has been reviewed, adopted and approved by City's council one time during the initial term and one time for each renewal term of the Agreement. After the revised compensation is final as described in the preceding sentence, City shall provide notice to Licensee of the compensation in accordance with the notice requirements of this Agreement. The Annual Compensation under this Agreement will adjust to the revised compensation rate starting with the first payment due following adoption of the cost study. City shall deliver to Licensee a copy of City's cost study no less than sixty (60) days before the cost study is presented to City's council for adoption or approval. Licensee reserves the right to review and/or challenge the cost study before a competent regulatory agency or court even after the effective date of such cost study. In the event Licensee successfully challenges the cost study, the Annual Compensation shall adjust back to the compensation rate in effect immediately prior to the cost study and City shall provide Licensee a refund for any Annual Compensation payments made by Licensee above the adjusted compensation rate during the pendency of such cost study challenge.

e. Delinquent Payment. Payments not received within ten (10) days of the due dates as specified above shall accrue interest at a rate of five and one half percent (5.5%) per annum from the due date. In addition, a late fee in the amount of ten percent (10%) of the amount due shall be imposed if a payment is not received within thirty (30) days of the due date. Notwithstanding the provisions of this subparagraph, failure to make payments pursuant to the terms provided herein shall constitute a material default of the terms of the Agreement, subject to the terms stated in Section 33 ("Termination"). Licensee assumes all risk of loss and responsibility for delinquent payments.

Section 7. Assignment or Transfer of Authorization. Except as allowed by subsection (a) of this Section 7, Licensee shall not sell or transfer its operation, or directly or indirectly assign or delegate any of its interests or rights, and obligations under this Agreement to a third party without the express written consent of the City. The City shall not unreasonably withhold condition, or delay its consent under this Section.

a. The transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring more than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Licensee reasonably demonstrates to the City's City Manager or his or her designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee has a net worth of at least Ten Million Dollars (\$10,000,000); and (ii) any such transferee assumes all of Licensee's obligations hereunder.

b. Licensee shall give at least forty-five (45) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer along with reasonable evidence substantiating that the Exempted Transfer Criteria will be satisfied.

c. If the City approves the assignment, each assignee shall assume all obligations of Licensee under this Agreement and will remain liable jointly and severally with Licensee for all obligations to be performed by Licensee until and unless the assignee signs a written agreement,

in a form reasonably acceptable to the City, to unconditionally assume all Licensee's obligations under this Agreement and any License Agreement issued hereunder. No assignment will be binding on the City unless Licensee or the assignee delivers to the City evidence reasonably satisfactory to the City that the assignee has obtained all required regulatory approvals necessary to install, maintain and operate the Licensee's Facilities and any other associated improvements or personal property, and a copy of the assignment agreement (or other document reasonably satisfactory to the City in the event of a permitted assignment). However, the failure or refusal of an assignee to execute such instrument of assumption will not release such assignee from its liability as set forth in this Section. Except for an Exempted Transfer, Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the Term shall not exceed Two Thousand Dollars (\$2,000) for each request.

Section 8. Responsibility of Licensee/Maintenance. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign(s), hereby assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property, City Municipal Facilities, Licensed Area, and the planning, design, installation, construction, maintenance, repair, operation and complete and proper removal of Licensee's Facilities. The uses granted herein shall be undertaken without risk or liability whatsoever on the part of the City. All construction, installation, removal, repair and maintenance work shall be performed by Licensee and at Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards. In the event that the City approves a replacement Streetlight Pole, Licensee shall transfer all right, title and interest in such replacement Streetlight Pole to the City at the time Licensee completes the construction, and such replacement Streetlight Pole will become City property and remain City property should Licensee vacate or abandon such Licensed Area.

Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in the installation and maintenance of Licensee's Facilities and Licensee shall use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by experienced and properly trained, and if required, licensed maintenance and construction personnel.

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other City agencies with jurisdiction over the subject City Property. The City may withhold its consent in its reasonable discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to a City Property for any reason and through any cause.

Licensee may use the Licensed Area solely for the construction, installation, operation, replacement, removal, maintenance and repair ("Operations") of the Licensee's Facilities for the purpose of providing wireless telecommunications service. All Operations shall be conducted by

Licensee in a lawful manner and in compliance with all Federal Communications Commission requirements. Licensee shall, at its sole expense, comply with (and obtain and maintain such licenses, permits or other governmental approvals necessary to comply with) all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities applicable to its Operations or use of the Licensed Area; provided, however, any changes to such orders or regulations shall not apply retroactively unless required by applicable Laws. Licensee's Facilities and Operations shall not interfere with the operations of City, the traveling public, or any other uses existing on the Commencement Date on the Licensed Area. If Licensee is unable to obtain and maintain such licenses, permits, or approvals, Licensee shall so notify City and the particular License Agreement shall be subject to the default and termination provisions pursuant to Section 33 ("Termination").

Section 9. Public Works Operations. Except as provided otherwise in this Agreement, the City and its Agents have the right to access the Licensed Area at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the Licensed Area, which includes any equipment removed in an emergency or other exigent circumstances pursuant to Section 9(c) (Emergencies), except to the extent that the damage is caused by the negligence or willful misconduct of the City or its Agents.

a. Repairs, Maintenance and Alterations to Streetlight Poles. The City retains the right to and will: (1) maintain and repair City Property, Right-of-Way, and Streetlight Poles, as needed, in its sole and absolute discretion, for its street light operations and other municipal functions; (2) correct any immediately hazardous condition. Except as provided in Section 33 ("Termination"), and excluding conditions that are caused by the City's or its Agents' negligence or willful misconduct, neither any City work on any City Property nor any condition of any City Property will: (a) entitle Licensee to any damages; (b) excuse or reduce any obligation by Licensee to pay any license charges or additional fees or perform any covenant under this Agreement; or (c) constitute or be construed as a constructive termination of this Agreement.

b. Repairs, Maintenance and Alterations to the Licensed Area. The City may, at any time, alter, add to, repair, remove from and/or improve the Licensed Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with laws; provided (1) the City provides advance notice to Licensee's representative as soon as reasonably practicable; (2) the City allows Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the area where Licensee's Facilities are located. The provisions in this Section 9(b) will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the area where Licensee's Facilities are located, necessary to maintain street light services.

c. Emergencies. In emergencies or other exigent circumstances which imminently threaten public health and safety, the City's work will take precedence over Licensee's operations, which includes without limitation any equipment maintained or operated on the Licensed Area, and the City may access the Licensed Area in whole or in part as the City deems necessary, in its sole and absolute discretion, and in accordance with this Section 9(c), whether

the City has notified Licensee of such emergency or such other exigent circumstance, or not. When safe and practicable, the City will notify Licensee of any emergency or such other exigent circumstance that requires the City to repair City Property including removing or replacing any Streetlight Pole and will allow Licensee to remove its equipment before the City repairs, removes or replaces City Property; provided, however, the City will remove the equipment from a Streetlight Pole when, in the City's sole and absolute discretion, it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. The City will remove any equipment with reasonable care and store the equipment for retrieval by Licensee and the City will provide notice as soon as reasonably practicable after such emergency, but in no event later than twenty four (24) hours after the emergency. Licensee shall have the right to reinstall such removed equipment or equivalent equipment at Licensee's sole expense on the repaired or replaced Streetlight Pole. The City's removal of Licensee's equipment in emergencies will not be deemed to be a forcible or unlawful entry onto the Licensed Area or any interference with Licensee's contractual privilege to use the Licensed Area where Licensee's Facilities are located.

d. **Spare Facilities.** For every ten (10) Municipal Facilities in use by Licensee, Licensee shall provide Licenser one (1) replacement spare Streetlight Pole for storage by Licenser up to a maximum of three (3) replacement spare Streetlight Poles (the "Spare Facilities") which shall be dedicated exclusively for replacement of Municipal Facilities which support Licensee's Facilities. Licenser shall return all unused Spare Facilities to Licensee within sixty (60) days of the expiration or earlier termination of this Agreement.

Section 10. Relocation/Removal. City, in its sole and absolute discretion, may require Licensee to remove and/or relocate all or any portion of Licensee's Facilities. Licensee shall at City's direction remove and/or relocate such Licensee's Facility at Licensee's sole cost and expense, whenever City reasonably determines that the removal and/or relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a City project; (b) where Licensee's Facility interferes with or adversely affects the proper operation of City owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities or City Property; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to provide Licensee a reasonably equivalent alternate location to install Licensee's Facility. Except in an emergency, the City shall give at least ninety (90) days' prior written notice pursuant to Section 32 ("Notices") describing where the work is to be performed and/or where removal is required. Notwithstanding the foregoing, should the public health safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 10 within seventy-two (72) hours of receiving notice from the City. If Licensee fails to remove or relocate any of Licensee's Facility as requested by the City within the time period specified above, or in the event of an emergency requiring immediately removal without notice, as outlined in Section 9 ("Public Works Operations") of this Agreement, City may remove and/or relocate Licensee's Facility at Licensee's sole cost and expense, without further notice to Licensee. Alternatively, upon Licensee's request, City may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of the Licensee's Facilities to City.

Section 11. Change in Equipment. If Licensee proposes to install equipment, which is

different in any way from the specifications or design configurations originally approved by the City, then Licensee shall first obtain the approval for the use and installation of the equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide load calculations for all equipment it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the original specifications and such approval shall not be unreasonably withheld by the City. Notwithstanding the foregoing, but with prior written notice to the City describing and depicting the change(s), Licensee shall not be required to obtain a new Administrative Wireless Telecommunications Facility Permit for modifications within a Licensed Area, so long as the modification to the equipment involves only substitution of internal components, will be in compliance with applicable laws (such as radiofrequency emission standards), does not result in any change to the external appearance, does not increase the dimensions or weight of the equipment, and does not cause any external impacts, such as additional electrical load or interference. Licensee shall abide by all applicable rules with respect to work within the Public Way and obtain all applicable permits/consent for any Public Way or road closure necessary in connection with such modification or replacement of a Licensee Facility.

Section 12. Repair of Facility. Licensee shall repair or re-finish, after providing the City notice, at Licensee's sole cost and expense any surface or other portion of the Public Rights-of-Way, City Property, or Municipal Facilities that are disturbed or damaged during the construction, installation, maintenance, or operation of Licensee Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may in its sole and absolute discretion, but without any obligation to do so, repair or refinish the disturbance or damage and Licensee shall reimburse City all actual costs and expenses incurred in the repair or refinishing of such property.

Licensee agrees to give the City notice of the need for any repair to any surface or other portion of the Public Rights-of-Way property, City Property, or Municipal Facilities promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees.

Section 13. Licensee to Bear All Costs. The Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of the Licensee Facilities. The Licensee shall be responsible and shall bear the cost of any movement to, damage to or repair of Licensee's Facilities due to repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on the Licensee's Facilities, except to the extent the damage is caused by the negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon the Licensee Facilities usage of electricity and applicable tariffs.

Section 14. Compliance with Laws. Licensee agrees to comply with all Laws applicable to Licensee's use of the Licensee Facilities in the Public Way and on Municipal Facilities. City agrees to comply with all Laws relating to City's ownership and use of the Municipal Facilities and any improvements in the Public Way or on the Municipal Facility.

Section 15. Licensee to Submit Acceptable Plans. Prior to the Commencement Date and prior to execution of a License Agreement and to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable plans and specifications required by the City, which shall include detailed maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City Planning Department and Public Works Department shall be authorized to review the plans and specifications and to impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City Planning Department and Public Works Department shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for City approval. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time during the term of this Agreement and subsequent term extension if applicable, Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third-party infrastructure shall be performed in strict compliance with plans and permits approved by the City Planning Department and Public Works Department.

Section 16. Licensee to Secure Approval and Permits. Licensee agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required by other federal, state or local authorities and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.

Section 17. As Built Drawings to be Provided. The Licensee shall provide as-built drawings, in any format acceptable to the City, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) days after Licensee's Facilities are installed.

Section 18. Liability Insurance During the Term of this Agreement. Licensee shall carry, maintain, and keep in full force and effect at Licensee's sole expense insurance against claims for death or injuries to persons or damages to property that may arise out of or in connection with Licensee's use of the Public Rights-of-Way and Municipal Facilities or the construction, operation, maintenance, repair of Licensee's Facilities, or performance under this Agreement by Licensee, its agents, representatives, employees, contractors or volunteers.

a. Insurance Types. Such insurance shall be of the types and in the amounts set forth in this Section below, unless the City Manager or City Risk Manager expressly approves in writing a lower amount, or approves a different type of insurance.

1. Commercial General Liability Insurance with coverage limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering City against claims of bodily injury, personal injury, and property damage arising out of Licensee's performance under this Agreement.

2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with limits of One Million Dollars (\$1,000,000) per claimant and Two Million Dollars (\$2,000,000) per accident.

3. Worker's Compensation Insurance as required by the California Labor Code and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury/ per disease, per employee/ per disease, policy limits.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement, to include City as an additional insured, the following conditions apply: (i) City shall promptly and no later than forty-five (45) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) City shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

b. Subcontractor Insurance. Licensee shall require each of its contractors or subcontractors while working hereunder, if any, to maintain insurance coverage with reasonable and prudent limits. The insurance policies required under this Section shall be issued by an insurance carrier duly admitted and authorized to do business in the State of California and with an A.M. Best's rating of at least "A-" (A minus).

c. Duty to Maintain Insurance. Licensee agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Licensee's expense, the premiums thereon.

d. Current Certificates of Insurance and Endorsements. At all times during the term of this Agreement, Licensee shall maintain on file with City's Risk Manager certificates of insurance and relevant endorsements showing that the aforesaid policies are in full force and effect in the required amounts and including City as an additional insured. Licensee shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s) and endorsements. Licensee shall provide proof of insurance required herein expiring during the terms of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

e. Required Endorsements. The Commercial General Liability and Automobile Insurance policies required herein shall contain an endorsement which reads:

The City of Santa Fe Springs, its officers, employees, agents and volunteers as additional insureds. City's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims of punitive or exemplary damages to the extent caused by the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims to the extent caused by the negligence of City, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. This coverage is primary to the City and is not contributing or pro rata with any other insurance or similar protection which is or maybe be available to or carried by the City."

Licensee shall provide at least thirty (30) days' prior written notice to City of cancellation or any required coverage that is not replaced.

f. Primary Insurance. The insurance provided by Licensee under this Agreement 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 Licensee's insurance and shall not contribute with it.

g. Revised Insurance Requirements. City reserves the right to require the revision of amounts and coverage provided for herein once per Term so long as City provides Licensee sixty (60) days' prior written notice of such revision amounts and coverage and such insurance amounts are reasonably related to the City's reasonable insurance requirements. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain additional insurance required by City for new improvements, in order to reasonably meet the requirements of this Agreement.

h. Not a limit on liability. Procurement of insurance by Licensee as required herein shall not be construed as a limitation of Licensee's liability or as full performance of Licensee's duty and obligation to indemnify, hold harmless and defend City under Section 21 of this Agreement ("Indemnification").

Section 19. Performance Bond. Prior to construction of any Licensee's Facilities, Licensee shall post a bond with the City (in the form of a performance bond issued by a reputable institution) in the amount of Two Thousand Dollars (\$2,000.00) ("Performance Bond") substantially in a form reasonably acceptable to the City Attorney. The Performance Bond is to provide recourse for the City (at its option) in the event of a default in the performance of any of the obligations under this Agreement. Such bond shall be with a company and in a form and amount reasonably satisfactory to the City Manager and the City Attorney. This Performance Bond shall remain in place for the term of the Agreement and any subsequent extension if applicable. If additional Licensee Facilities are authorized, before construction of any additional Licensee Facilities, the amount of the Performance Bond shall be increased at a rate of Two Thousand Dollars (\$2,000.00) per Licensee Facility.

Section 20. Accident Reports. Licensee shall, within forty-eight (48) hours after occurrence, report to City any accident causing property damage or any serious injury to persons resulting from any of Licensee's activities under this Agreement. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 21. Indemnification.

a. To the fullest extent permitted by law, Licensee shall indemnify and defend City, its officers, agents, employees, and volunteers from and against any and all claims and losses, costs or expenses (including, but not limited to, reasonable attorneys' fees regardless of whether such claims are ultimately decided by a court of law) for any damage due to death or injury to any person and injury to any property resulting from any acts or alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Licensee, its officers, employees, servants, agents, or subcontractors in any way related to Licensee's use of Public Rights-of-Way and Municipal Facilities in performance of this Agreement. City (i) shall promptly provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 21 and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Licensee unless Licensee has not materially complied with its indemnification obligations and Licenser provided written notice to Licensee of such failure in writing, and Licenser failed to take reasonable steps to cure such violation within thirty (30) days of issuance of such notice; and (iii) shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Licensee of its indemnity obligation, except (1) to the extent Licensee can show it was prejudiced by the delay; and (2) Licensee shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Accordingly, the provisions of this indemnity provision are intended by the Licensee and City to be interpreted and construed to provide the fullest protection possible to City under the law. Licensee acknowledges that City would not enter into this Agreement in the absence of Licensee's commitment to indemnify and protect City as set forth herein.

b. Licensee shall hold City harmless and bear all risk of loss or damage of its Licensee Facility(s) and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement and City shall not be liable for any costs or expenses of repair to damaged Licensee Facility(s) including, but without limitation, damage caused by forces of nature or by City's removal of the Wireless Telecommunications Facility(s), except to the extent that such loss or damage was caused by the willful misconduct or negligence of the City, its officials, employees, agents, contractors, subcontractors or volunteers.

c. City does not, and shall not, waive any rights that it may possess against Licensee because of the acceptance by City, or the deposit with City, of any insurance policy or certificate by Licensee as required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

d. The above sub-sections of this Agreement notwithstanding, except for each party's indemnity obligations hereunder, and damages arising from bodily injury or either party's negligence or willful misconduct, neither party shall be liable to the other party, or that party's respective officers, agents, employees, servants, subcontractors and volunteers, for any incidental, consequential, or punitive damages arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages.

Section 22. Hazardous Materials. Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated, disposed of or released in, on, under or about the Licensed Area or any other part of City Property, or transported to or from any City Property, in violation of environmental laws. Licensee may use small quantities of hazardous materials as needed for routine operation, cleaning and maintenance of Licensee's Facilities that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such hazardous materials are contained, handled and used in compliance with environmental laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any release of hazardous material has occurred in, on, under or about the Licensed Area or other City Property.

a. Licensee's Environmental Indemnity. If Licensee breaches any of its obligations contained in this Section, or if any act, omission, or negligence of Licensee or any of its agents or invitees in the performance of activities pursuant to this Agreement results in any contamination of the Licensed Area or other City Property, or in a release of hazardous material from, on, about, in or beneath any part of the Licensed Area or other City Property, or the violation of any environmental law, then Licensee, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including its agents, and their respective successors and assigns from and against any and all claims (including sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the term relating to such release or violation of environmental laws; provided, however, Licensee shall not be liable for any claims to the extent such release was caused by the negligence or willful misconduct of the City or its agents. Licensee's indemnification obligation includes costs incurred in connection with any activities required to investigate and remediate any hazardous material brought onto the Licensed Area or City Property by Licensee or any of its agents or invitees and to restore the Licensed Area or other City Property to its condition prior to Licensee's introduction of such hazardous material or to correct any violation of environmental laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other indemnified parties from any claim that actually or potentially falls within this indemnity provision even if the allegations supporting the claim are or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by the indemnified party and continues until the claim is finally resolved. Without limiting the foregoing, if Licensee or any of its agents or invitees causes the release of any hazardous material on, about, in, or beneath the Licensed Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any indemnified party, take any and all necessary actions to return the Licensed Area and other City Property, as applicable, to the condition existing prior to the release of any such hazardous materials on the Licensed Area or other City Property or otherwise abate the release in accordance with all environmental laws, except to the extent such release was caused by the

negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving hazardous material.

Section 23. Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 33 ("Termination").

Section 24. Terms and Conditions Specific to this Agreement. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities licensed pursuant to a License Agreement, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee if Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 25. Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

Section 26. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the United States and the State of California without reference to general conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts of Los Angeles County, California or in the United States District Court, Central District of California. Nothing in this section shall be interpreted to preclude either party's right to seek redress from the Federal Communications Commission.

Section 27. Amendment of Agreement. This Agreement shall not be changed, modified or amended except by a writing signed by both parties.

Section 28. Merger Clause. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself.

The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 29. Severability. If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement is finally determined to be invalid or unenforceable under applicable law, that part or provision shall be ineffective to the extent of such invalidity only, and the remaining terms and condition shall be interpreted so as to give the greatest effect to them.

Section 30. Taxes. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Licensee's Facilities, including any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and Licensee agrees it shall be solely responsible for the payment of these taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Agreement and any exercised options to renew or extend this Agreement may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Agreement.

Licensee shall be responsible for all utilities and any property or possessory interest taxes imposed as a result of the use of City Property by Licensee. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code section 107.6 and Licensee agrees it shall be solely responsible for the payment of these taxes.

Section 31. Non-Exclusivity. Neither this Agreement nor the permit granted hereunder is exclusive. The City reserves the right to enter into co-location agreements with other parties, including but not limited to telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities. City will not grant, after the date of this Agreement, a permit, license or any other right to any third party if, at the time such third party applies to use the Public Rights-of-Way or Municipal Facilities, City knows or has reason to know that such third party's use may cause interference with the Licensee's Facilities, Licensee's use of the Public Rights-of-Way or Municipal Facilities, or Licensee's ability to comply with the terms and conditions of this Agreement.

Section 32. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt) or (d) five (5) calendar days after deposit if delivered by first class mail. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith. For notice regarding a matter which relates to particular Municipal Facilities and/or Licensee's Facilities, the notice shall provide sufficient specificity to allow the recipient to reasonably determine the location(s) of the Municipal Facilities and/or Licensee's Facilities, and the issue(s) related thereto.

LICENSEE:

CITY:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group-Lease

City of Santa Fe Springs
Planning Department

Administration
RE: Wireless Installation on
on Public Structures
City of Santa Fe Springs
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

Attn: Director of Planning
11710 Telegraph Road
Santa Fe Springs, CA 90670

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. - Network Operations
Re: Wireless Installation on Public Structures
City of Santa Fe Springs, CA
208 S. Akard Street
Dallas, TX 75202-4206

Santa Fe Springs City Attorney
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835

Section 33. Termination.

a. The right to utilize City Property under this Agreement and applicable License Agreement may be terminated by either party upon forty-five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party pertaining to such City Property, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate this Agreement with respect to such Licensee's Facilities in the manner authorized by this Section.

b. Licensee may terminate the license to use any one Municipal Facility for Licensee convenience with thirty (30) days of notice to City. All payments due to City for the affected Municipal Facility shall cease upon full removal of Licensee's Facility located thereon and full repair of the Licensed Area and affected City Property, if any. If for any reason other than force majeure, Licensee ceases operation of any of Licensee's Facilities, Licensee shall within ninety (90) days cause the full removal of such Licensee Facility/Facilities and, and have fully repaired the relevant Licensed Area.

c. If Licensee cannot obtain all regulatory approvals required for any Licensee Facility after one year from the subject License Agreement effective date, then either the City or Licensee may terminate such License Agreement on sixty (60) days' notice to the other party delivered within ten (10) days after the first anniversary of that License Agreement's effective date. The parties agree that the Commencement Date will be deemed to have not occurred for any License Agreement terminated, and Licensee will have no obligation to pay the applicable fees for that License Agreement and any fees paid in connection with such License Agreement shall be refunded accordingly by the City.

Section 34. Removal Due to Termination. Except to the extent prohibited by Law, no later than one hundred eighty (180) days after termination of the applicable License Agreement, Licensee shall, at its sole cost and expense, remove the Licensee Facility and, if such removal disturbs the Right-of-Way, restore Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the Right-of-Way. Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon the Licensee Facility, or any part thereof, in place and convey it to the City. Licensee shall replace any removed Streetlight Pole with a matching new Streetlight Pole.

Section 35. Abandonment. If Licensee ceases to operate and abandons a Licensee Facility, for a period of ninety (90) days or more, Licensee shall, at its sole cost and expense and no more than thirty (30) days after expiration of the ninety (90) day time period herein, vacate and remove the Licensee Facility. If such removal disturbs the Right-of-Way, Licensee shall also, at its sole cost and expense, restore the Right-of-Way to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Licensee to the Right-of-Way. Alternatively, the City may allow Licensee, in the City's sole and absolute discretion, to abandon the Licensee Facility, or any part thereof, in place and convey it to the City.

Section 36. Other Regulations. All use of the Public Rights-of-Way and Municipal Facilities by Licensee under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable City rules and regulations and ordinances now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

Section 37. Related Actions. By the granting of this Agreement, neither City nor the Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of the Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 38. Use of the Public Rights-of-Way. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities.

Section 39. Eminent Domain. If City receives notice of a proposed taking by eminent domain of any part of the Public Rights-of-Way and/or Municipal Facilities, City will notify Licensee of the proposed taking within thirty (30) days of receiving said notice and Licensee will have the option to: (i) declare the Agreement null and void with respect to the effected Public Rights-of-Way and/or Municipal Facilities and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Public Rights-of-Way and Municipal Facilities that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Public Rights-of-Way and/or Municipal Facilities so

taken. With either option Licensee shall have the right to contest the taking and directly pursue an award.

Section 41. Business Summary Report. Once per calendar year, City may submit a written request to Licensee for a business summary report pertaining to Licensee's rent obligations for the prior twelve (12) month period, and Licensee shall provide such written accounting to City within sixty (60) days after Licensee's receipt of such written request.

Section 42. Powers to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

[Execution Pages Follow]

CITY:

THE CITY OF SANTA FE SPRINGS

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

[Licensee Execution Page Follows]

This Agreement is executed by Licensee as of the date first written above.

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

**EXHIBIT A
LICENSE AGREEMENT**

Subject to the terms and conditions of the Master License Agreement for Wireless Telecommunications Facilities on City Streetlight Poles in the Right of Way ("MLA") between the undersigned Licensee and City, the following described location is licensed to Licensee for unmanned telecommunication purposes:

1. Licensee: _____
2. Site Address/Description: _____

3. Effective Dates: The "Execution Date" is the date Licensor signs this License Agreement. The "Commencement Date" is ninety (90) days after the date that this Site License Agreement is executed by both parties or the date that Licensee receives all permits and approvals necessary to construct and operate a Licensee Facility at the Licensed Area, whichever occurs first.
4. Base Annual License Fee: _____
(Fee pursuant to the compensation more specifically set forth in MLA Section 6. The Annual License Fee shall be due upon June 30 each year. The initial License Fee shall be prorated to the next June 30.)
5. Local Licensee contacts for access or emergencies (names, titles, phone, pagers, etc.):

6. Term/Renewals: As provided in the MLA, unless a shorter term or number of renewals is specified as a special term or condition.

7. Special terms, conditions or other notes are attached as Attachment "2" and initialed by the parties. Examples include any Licensor use, known hazardous substances, special access, maintenance responsibilities, permit requirements, or co-location requests.
___ Check here if there are special terms or conditions to this agreement.

ATTACHMENTS

The following documents must be attached:

- A. Preliminary description and/or map of the premises and site licensed, including location of equipment, access and utility routes.
- B. Equipment Technical Specifications.
- C. Copy of Administrative Wireless Telecommunications Facility Permit and/or local governmental approvals.
- D. Environmental Approvals
- E. Any legal description of the site developed by Licensee or submitted to the PUC.
- F. Planned regular maintenance schedule.

CITY:

THE CITY OF SANTA FE SPRINGS

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

[Licensee Execution Page Follows]

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____



City of Santa Fe Springs

City Council Meeting

September 26, 2019

NEW BUSINESS

Authorize the Director of Planning to Release a Request for Proposal for the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulations to Reflect New General Plan Policies.

RECOMMENDATION

- Authorize the Director of Planning to Release a Request for Proposal (RFP) to Provide Services for the Preparation of a Comprehensive Update to the City's General Plan, Preparation of the California Environmental Quality Act (CEQA) Documentation Necessary for Approval, and to Update Specific Sections of the City's Zoning Regulations to Reflect New General Plan Policies.

BACKGROUND:

Through the RFP process, the City is seeking proposals from qualified firms to provide services for the preparation of a comprehensive update to the City's General Plan and preparation of California Environmental Quality Act ("CEQA") documentation necessary for approval. Additionally, specific sections of the City's Zoning Regulations would be updated to reflect new General Plan policies, including, but not limited to, the new Land Use, Circulation and Environmental Justice policies and strategies. The City anticipates that the Consultant Team (Consultant) may be comprised of a lead consultant and one or more sub-consultants.

WHAT IS THE GENERAL PLAN?

A general plan is the City's blueprint, or constitution, for future development. It documents the City's long-range vision and establishes clear goals, objectives, and actions to guide the community through its next 20 to 30 years of change. The City must update its General Plan periodically to keep up with the changing needs and conditions of the City and region. It should also be updated to reflect new local, regional, state, and national laws.

Periodically, the City receives a letter from the Governor's Office of Planning and Research notifying the City that the General Plan has not been revised within the last eight (8) years (Government Code section 65040.5(a)). Additionally, the Governor's Office of Planning and Research has reported to the Attorney General that the Santa Fe Springs General Plan has not been revised in ten (10) years (Government Code section 65040.5(b)). The State considers a comprehensive update to be a revision of at least five (5) of the seven (7) State mandated General Plan Elements, which have been adopted by the City.

General Plans that are older than eight (8) years are not necessarily legally inadequate. The State, however, cites the California Supreme Court, which has noted that local governments have an implied duty to keep their General Plans current. The State General Plan Statutes do not provide a mandatory minimum time frame for revision of elements except for housing elements, which must be revised based on a schedule established in the Government Code.

The General Plan is intended to guide and influence future development related decisions. It is long range in that it seeks to provide for the needs of the community for as far into the future as is useful and possible to anticipate. The General Plan is also flexible enough to respond to the changing needs and concerns of those who live, work, and frequent the City. It contains goals and policies that provide guidance to City Officials and City Staff. The goals describe general conditions that are desired and the policies provide a framework for how to achieve those goals.

With the exception of the Housing Element, which was last adopted in 2014, the remaining Elements of the City's General Plan was last updated in 1993-1994. The current General Plan includes the seven (7) mandatory elements listed in Government Code section 65302. The seven (7) mandatory elements and adoption dates are: • Land Use (June 24, 1993) • Housing (January 30, 2014) • Open Space/Conservation (March 10, 1994) • Safety (April 14, 1994) • Circulation (January 11, 1994) • Noise (February 24, 1994) • Environmental (September 7, 1994). Cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans.

FUNDING:

In 2015, the City issued an RFP to update the General Plan, and received proposals from five (5) consulting firms. In addition to the seven (7) mandatory elements, the 2015 RFP included two additional elements: an Economic Development Element and a Health and Wellness Element. Based on the proposals and interview scores, the two highest scoring consulting firms were selected as finalists. Although one million dollars (\$1,000,000) was budgeted for the General Plan and Zoning Regulations update, the cost of both firms selected as finalist exceeded \$1,000,000, with one firm's cost, approaching \$1.5 million. For this and other reasons, including a change in city managers, change in Council, and the perception of spending monies at a time when the City was experiencing a structural deficit, the Update was placed on hold.

Five (5) years later and with a budget of eight hundred fifty thousand (\$850,000) instead of one million (\$1,000,000), the City is again attempting to update its General Plan and Zoning Regulations. This time, however, additional monies for the General Plan Update will be partially subsidized by a Caltrans Sustainable Transportation Communities Grant. The Land Use and Circulation Element updates, new Environmental Justice Element, as well as corresponding updates to the Zoning Regulations to implement the new Land Use, Circulation and Environmental Justice

policies and strategies will also be funded through this grant. Additionally, the City intends to utilize monies from a non-competitive SB 2 planning grant to help fund a Housing Element update and a program/project EIR that will help housing developers streamline future CEQA analysis for potential housing sites identified throughout the City via the creation of an Overlay Zone.

The Consultant will work closely with City staff for all grant reporting requirements related to the both the Caltrans grant as well as the SB2 grant. The consultant must also commit to a schedule to ensure that required milestones are achieved in accordance with the Caltrans grant, and ensure that the Housing Element update is adopted and related CEQA analysis is approved by June 30, 2022.

CHALLENGES:

There are current and future challenges facing the City that need to be addressed in this General Plan Update:

- **Economic Development:** Santa Fe Springs voters approved Measure Y, a one-cent sales tax, in November 2018 to address a structural deficit in the budget. Revenue protection and development will be keys to ensuring long-term fiscal sustainability. The City aims to enhance economic development activities, business retention and expansion, business incentives and leverage the City's assets for increased regional competitiveness in the areas of new retail and professional services and diversity of housing types and price ranges.
- **Global Warming:** Addressing State and Federal requirements for Greenhouse gas emission reductions. GHG reduction will be addressed within CEQA compliance but the City will consider additional initiatives that may be incorporated into the General Plan Update to comply with Assembly Bill 32 "Global Warming Solutions Act of 2006."
- **Land Use Changes:** The majority of recent developments in Santa Fe Springs have been large-scale industrial buildings that cater to the ever-growing logistics industry, which typically involves a sizeable amount of truck traffic and adverse air quality. Additionally, existing city zoning and general plan designations limit opportunities for commercial, residential and mixed-use developments. The city would like to encourage higher density, mixed-use, Transit Oriented Development (TOD) near public transit, Light Rail Transit (LRT) stations, commercial corridors, as well as destination-type developments to help improve the city's nighttime population. A new downtown area near the intersection of Telegraph Road and Norwalk Boulevard, where the City owns several large parcels, with one parcel entitled for a 110-room Hilton Garden Inn hotel, is just one of several ideas to that end.
- **Environmental Justice:** Santa Fe Springs is identified as a Disadvantaged Community based on income level, environmental burden and health inequities. The City is burdened by poor air quality and emissions generated from three nearby freeways, manufacturing uses, and heavy truck traffic associated with the City's large industrial base. The City hopes to identify objectives and policies to reduce the health risks in disadvantaged communities by reducing exposure to pollution, improving air quality, and accessibility to healthy foods, jobs, and affordable housing.

- **Limited Opportunities for Residential:** As mentioned previously, Santa Fe Springs is mostly zoned for industrial uses. Consequently, there are limited opportunities for housing developments in the City. The City is looking to not only identify goals and policies, but also to identify and evaluate specific sites throughout the city that are suitable for housing. An alternative could be to provide additional housing sites through the implementation of a Housing Overlay as well as a program/project level EIR that will streamline future projects and incentivize the production of new housing units.

OBJECTIVES:

Aside from a new Environmental Justice Element, the City is not interested in adding any additional elements to the General Plan at this time. The City's main objectives are to:

- Provide incentives for new and diverse residential developments.
- Reduce the health risks in disadvantage communities.
- Facilitate economic and job development.
- Implement streamlined housing and commercial development.
- Maintain and enhance the City's fiscal health.
- Preserve and enhance the residents' quality of life.
- Maintain and preserve single-family residential neighborhoods.
- Maintain and diversify active public transportation infrastructure (e.g. walking, biking, public transportation).
- Maintain and preserve public utilities and infrastructure (e.g. roads, walls, sidewalks, public facilities, water, sewer, etc.).
- Comply with State Code and Regional Plans.
- Revise ineffective goals and policies.
- Address the growing impact of logistics developments on City's infrastructure.
- Remove completed action items.

WHY UPDATE THE GENERAL PLAN?

Simply stated, the City's 1993-1994 General Plan and 1960's Zoning Regulations are severely antiquated. Neither could anticipate Uber, Lyft, Amazon, fulfillment centers, autonomous vehicles, the Internet, or macro and micro wireless telecommunication facilities. In summary, the current vision, goal, policies, and zoning do not necessarily reflect today's and tomorrow's community conditions and needs.

The existing plan:

- Does not contain policies that promote sustainability or reduce GHG emissions
- Does not identify the existing Metrolink station and planned Metro Gold Line Extension LRT station in the northern portion of the City.
- Does not acknowledge the City's planning efforts to link the transit stations to a new pedestrian-friendly "Downtown Village" at the intersection of Telegraph Road and Norwalk Boulevard.

- Promotes vehicular travel and low-density development, which conflicts with State planning and sustainability goals.
- Does not encourage higher density, mixed-use, TOD developments near public transit, LRT stations, commercial corridors, and a new "Downtown Village" all connected to major job centers and residential areas with attractive active transportation corridors and pedestrian linkages (pedestrian amenities, shade trees, bike lanes, bike lockers).
- Promotes private automobile and goods movement with large trucks on major arterials, causing congestion and spewing toxins into the air.
- Discourages active transportation, walkability, and First Mile/Last Mile strategies
- Lacks environmental justice policies, yet the community is burdened by poor air quality and GHG emissions generated from three nearby freeways and heavy truck traffic associated with the City's large industrial base.

WHO IS PART OF THE GENERAL PLAN UPDATE?

All of Santa Fe Springs is invited to collaborate in the process! The Plan is relevant to all who live, work, play and invest in the City. In addition to local residents, businesses and employees, community groups and nonprofits, developers, institutions, residents, regional agencies and partners, schools, and many others will be invited to participate. Everyone will have a voice in the update process. The City Council, its appointed committees, commissions, and all City departments will be working to lead the community through the General Plan update. Additionally, an experienced, creative and skilled consulting team will help ensure the highest quality outcome. The process of updating the General Plan is a collaborative, multi-year effort.

CONSULTANT TEAM

The City is seeking a consultant with extensive experience in preparing general plans, a proven ability to assess a City's current conditions, and knowledge of current State and Federal regulations as it applies to the completion of general plan updates and CEQA compliance. It is anticipated that this update will result in significant changes to the City's Land Use Map, Zoning Map and Municipal Code. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making process. The Consultant should be knowledgeable and competent in environmental analysis and CEQA compliance documents. Knowledge of past consultants that have worked with the City on prior General Plan Amendments, Zone Changes, Housing Element Updates, Environmental Documents, etc. is desirable. Prior experience with preparing a comprehensive General Plan update that involved the use of one or more grants is also desirable.

The update of the City's General Plan should include a separate Existing Conditions Report, an Administrative Draft General Plan, Draft General Plan, and Final General Plan. The policy document must be technically accurate, user-friendly, concise and written in a manner that is easily understood by the public. There shall be an emphasis

on providing information visually with the use of diagrams, photographs, tables, and maps.

Technical appendices containing well-organized formats for ease in reference must be provided. The document text must clearly indicate where supporting documentation/evidences for conclusions, policies or synopsis of data is located. The relationship must be clear, concise and consistent between the comprehensive General Plan Update, technical appendices and the Environmental Impact Report (EIR).

CONCLUSION

The purpose of the RFP is to solicit and select a consulting firm to administer and draft the General Plan Update and any requisite CEQA documentation. The RFP will be in circulation from September 30, 2019 through November 8, 2019. The deadline for firms to submit proposals is November 8, 2019 by 5:00 p.m. Review of submittals will occur November 11, 2019 through November 22, 2019 with interviews scheduled between December 4, 2019 and December 6, 2019. A recommendation for the preferred consultant will be brought before the City Council in January 2020.

FISCAL IMPACT:

There are no significant fiscal impacts associated with approving and circulating a RFP. The cost of eventually hiring a consultant is budgeted and approved. Funding will also be partially subsidized through a Caltrans Sustainable Transportation Communities Grant and a non-competitive SB 2 planning grant.

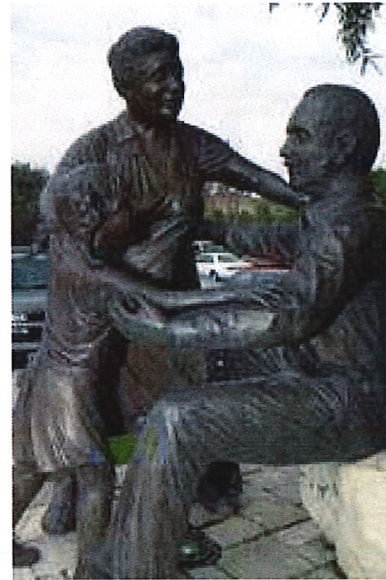


Raymond R. Cruz
City Manager

Attachment:

- Request For Proposal

REQUEST FOR PROPOSALS (RFP) GENERAL PLAN AND TARGETED ZONING CODE UPDATE



PLANNING



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I. INTRODUCTION

The City of Santa Fe Springs (“City”) invites proposals from qualified firms to provide services for the preparation of a comprehensive update to the City’s General Plan and preparation of California Environmental Quality Act (“CEQA”) documentation necessary for approval. Additionally, specific sections of the City’s Zoning Regulations shall be updated to reflect new General Plan policies, such, but not limited to, the new Land Use, Circulation and Environmental Justice policies and strategies. The tasks are more particularly described in the Scope of Work. The City anticipates that the Consultant Team (Consultant) may be comprised of a lead consultant and one or more sub-consultants.

A portion of the General Plan Update is funded by a Caltrans Sustainable Transportation Communities Grant. The Land Use and Circulation Element updates, new Environmental Justice Element, as well as corresponding updates to the Zoning Regulations to implement the new Land Use, Circulation and Environmental Justice policies and strategies are all funded through the grant. The consultant will work closely with City staff for all grant reporting requirements related to the Caltrans grant.

Additionally, the City plans to utilize the non-competitive SB2 planning grant monies to help fund a Housing Element update and a program/project EIR that will help housing developers streamline future CEQA analysis for potential housing sites identified throughout the City via the creation of an Overlay Zone.

The Consultant will work closely with City staff for all grant reporting requirements related to the both the Caltrans grant as well as the SB2 grant. The consultant must also commit to a schedule to ensure that required milestones are achieved in accordance with the Caltrans grant, and also ensure that the Housing Element update is adopted and related CEQA analysis is approved by June 30, 2022.

The deadline for submitting proposals is 5:00 pm, November 8, 2019. No facsimiles or electronic transmissions will be accepted. For more information concerning the submission requirements, please refer to Section VI.

For further information and questions concerning the RFP, please send your questions no later than **October 25, 2019** to Mr. Wayne M. Morrell, Director of Planning, at waynemorrell@santafesprings.org. All requests for information and responses to questions will be posted on the City’s website. Please check the City’s website for latest information and queries concerning this RFP.

The City intends to follow, but will not be bound by, the following timeline:

- | | |
|---|---------------------------------|
| • Distribution of the RFP | September 30, 2019 |
| • Deadline to Submit Proposals | November 8, 2019, 5:00 pm |
| • Review of Submittals | November 11 – November 22, 2019 |
| • Scheduled Interviews | December 4-6, 2019 |
| • Contract Review by City Council for Award | January 9, 2020 |

II. BACKGROUND

The City wishes to undertake a comprehensive update to its General Plan in response to the numerous changes in State Statutes that have occurred since its last update in 1993-1994. In addition, the City is looking to establish a new vision for the city's long term growth and development. Although the City does not plan to add a new Economic Development Element, we still would like to establish policies and programs to enhance the local economy and facilitate business expansion, retention, and attraction.

A. City of Santa Fe Springs: The City Santa Fe Springs was incorporated in 1957. It is approximately 8.7 square miles and located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Downey, Norwalk, La Mirada, Whittier and Pico Rivera. It is served by the 5 and 605 Freeways and Telegraph Road is the city's main thoroughfare. Per the 2017 American Community Survey, the city has 17,669 residents and 5,292 housing units. The racial composition of Santa Fe Springs is 79.4% Hispanic or Latino, 9.6% White, 5.1% Asian, 3.9% Black or African American, 0.4% American Indian and Alaska Native, and 1.6% other.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses: 3,500 acres industrial, 520 acres residential, 315 acres commercial, 115 acres public/institutional facilities, and 125 acres designated as parks and open space. The vast majority of the City is designated as a disadvantaged community by CalEPA for the purpose of SB 535, and much of the city qualifies as an AB 1550 low-income community.

B. Government: The City Council consists of five members elected from the City at-large who serve staggered four-year terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve a one-year term.

As a legislative body, the City Council is responsible for the enactment of local laws (Ordinances), the adoption of the annual City Budget and Capital Improvement Plan, and the review and adoption of proposed policies, agreements, contracts and other City business items.

The City of Santa Fe Springs has eight (8) citizen committees and two (2) commissions that are appointed by the City Council:

Committees:

1. Beautification Committee
2. Family and Human Services Advisory Committee
3. Heritage Arts Advisory Committee
4. Historical Committee
5. Parks & Recreation Advisory Committee
6. Senior Advisory Committee
7. Sister City Committee
8. Youth Leadership Committee

Commissions:

1. Planning Commission
2. Traffic Commission

C. General Plan: With the exception of the adoption of the Housing Element in 2014, the City's General Plan was last updated in 1993-1994. The current General Plan includes the following Elements:

- Land Use (June 24, 1993)
- Housing (January 30, 2014)
- Open Space/Conservation (March 10, 1994)
- Safety (April 14, 1994)
- Circulation (January 11, 1994)
- Noise (February 24, 1994)
- Environmental (September 7, 1994)

The Consultant shall ensure internal consistency within the updated General Plan, Zoning Regulations, Land Use Map, and Zoning Map.

D. Amendments: The following are a list of the known Amendments to the General Plan and corresponding Ordinances, in chronological order, since its adoption in 1993-1994. Copies of the resolutions and ordinances are available upon request.

General Plan Amendment Number	Resolution & Ordinance Numbers	Date	Zone Change Number	Zone Change Resolution & Ordinance Numbers	Date
13	Reso #28-94 (PC) Reso #5935 (CC)	12/12/1994 12/12/1994	117	Reso #29-94 (PC) Ord #847 (CC)	12/12/1994 12/12/1994
14	n.a.	n.a.	n.a.	n.a.	n.a.
15	Reso #7-98 (PC) Reso #6328 (CC)	6/8/1998 6/25/1998	120	Reso #8-98 (PC) Ord #888 (CC)	6/8/1998 6/25/1998
16	Reso #19-98 (PC)	9/28/1998	121	Reso #17-98 Ord # 891	9/28/1998 10/22/1998
17	Reso #1-2000 (PC) Ord #6482 (CC)	1/24/2000 1/27/2000	123	Reso #2-2000 Ord #905	1/24/2000 2/10/2000
18	Reso #3-2001 (PC) Ord #6702 (CC)	11/26/2001 12/13/2001	124	Reso #4-2001	11/26/2001
19	Reso# 5-02	7/22/2002	n.a.	n.a.	n.a.
20	Ord #6822	12/17/2002	126	Ord #932	2/27/2003
21	Reso#01-2003	6/9/2003	127	Reso #02-2003	6/9/2003

22	Reso #14-2005 (PC) Ord #8024 (CC)	9/26/2005	128	Reso #13-2005	10/13/2005
23	Ord #9048 (CC)	3/27/2013	131	Ord #1042	4/11/2013
25	Reso #39-2013 (PC) Reso #9428 (CC)	9/26/2013	134	Reso #38-2013 (PC) Ord #1047 (CC)	10/8/2013
26	Reso #56-2016 (PC) Reso #9508 (CC)	5/26/2016	136	Reso #58-2016 (PC) Ord #1074(CC)	6/9/2016
27	Reso #71-2018 (PC) Reso #9576 (CC)	7/12/2018	137	Reso #72-2018 (PC) Ord #1093 (CC)	7/26/2018

E. Challenges: Current and future challenges face the City of Santa Fe Springs that need to be addressed in this General Plan Update. Some of the current and anticipated challenges are:

- **Economic Development:** Santa Fe Springs voters approved Measure Y, a one-cent sales tax, in November 2018 to address a structural deficit in the budget. Revenue protection and development will be keys to ensuring long-term fiscal sustainability. The City aims to enhance economic development activities, business retention and expansion, business incentives and leverage the City's assets for increased regional competitiveness in the areas of new retail and professional services and diversity of housing types and price ranges.
- **Global Warming:** Addressing State and Federal requirements for Greenhouse gas emission reductions. GHG reduction will be addressed within CEQA compliance but the City will consider additional initiatives that may be incorporated into the General Plan Update to comply with Assembly Bill 32 "Global Warming Solutions Act of 2006."
- **Land Use Changes:** The majority of recent developments in Santa Fe Springs have been large-scale industrial buildings that cater to the ever-growing logistics industry, which typically involves a sizeable amount of truck traffic. Additionally, existing city zoning and general plan designations limit opportunities for commercial, residential and mixed use developments. The city would like to encourage higher density, mixed-use, TOD developments near public transit, LRT stations, commercial corridors, as well as destination-type developments to help improve the city's nighttime population. A new downtown area near the intersection of Telegraph Road and Norwalk Boulevard, where the City owns several large parcels of underutilized properties (64-acres), is just one of several ideas to that end.
- **Environmental Justice:** Santa Fe Springs is identified as a Disadvantaged Community based on income level, environmental burden and health inequities. The City is burdened by poor air quality and emissions generated from three nearby freeways, manufacturing uses, and heavy truck traffic associated with the City's large industrial base. The City hopes to identify objectives and policies to reduce the health risks in disadvantaged communities by reducing exposure to pollution, improving air quality, and accessibility to healthy foods, jobs, and affordable housing.
- **Limited Opportunities for Residential:** As mentioned previously, Santa Fe Springs is mostly zoned for industrial uses. Consequently, there are limited opportunities for housing developments in the City. The City is looking to not only identify goals and policies, but also to identify and evaluate specific sites throughout the City that are suitable for housing. An alternative could be to provide additional housing sites through the

implementation of a Housing Overlay as well as a program/project level EIR that will streamline future projects and incentivize the production of new housing units.

F. Objectives: Aside from a new Environmental Justice Element, the City of Santa Fe Springs is not interested in adding any additional elements to the General Plan at this time. The City's main objectives are to:

1. Provide incentives for new and diverse residential developments.
2. Reduce the health risks in disadvantage communities.
3. Facilitate economic and job development.
4. Implement streamlined housing and commercial development.
5. Maintain and enhance the City's fiscal health.
6. Preserve and enhance the residents' quality of life.
7. Maintain and preserve single-family residential neighborhoods.
8. Maintain and diversify active public transportation infrastructure (e.g. walking, biking, public transportation).
9. Maintain and preserve public utilities and infrastructure (e.g. roads, walls, sidewalks, public facilities, water, sewer, etc.).
10. Comply with State Code and Regional Plans.
11. Revise ineffective goals and policies.
12. Remove completed action items.

III. SCOPE OF WORK

The City is seeking a Consultant that has extensive experience in preparing general plans, a proven ability to assess a City's current conditions, and knowledge of current State and Federal regulations as it applies to the completion of general plan updates and CEQA compliance. It is anticipated that this update will result in significant changes to the City's Land Use Map, Zoning Map and Municipal Code. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making process. The Consultant should be knowledgeable and competent in environmental analysis and CEQA compliance documents. Knowledge of past consultants that have worked with the City on prior General Plan Amendments, Zone Changes, Housing Element Updates, Environmental Documents, etc. is desirable. Prior experience with preparing a comprehensive General Plan update that involved the use of one or more grants is also highly desirable.

The update of the Santa Fe Springs General Plan should include a separate Existing Conditions Report, an Administrative Draft General Plan, Draft General Plan, and Final General Plan. The policy document must be technically accurate, user-friendly, concise and written in a manner that is easily understood by the public. There shall be an emphasis on providing information visually with the use of diagrams, photographs, tables, and maps.

Technical appendices containing well-organized formats for ease in reference must be provided. The document text must clearly indicate where supporting documentation/ evidences for conclusions, policies or synopsis of data is located. The relationship must be clear, concise and consistent between the comprehensive General Plan Update, technical appendices and the Environmental Impact Report (EIR).

Assumptions: Proposals should include a list of the Consultant's assumptions made in preparation of the proposal on a separate page entitled, "Assumptions upon Which This Proposal is Based." This section should also specifically set forth those documents, maps, and studies which the Consultant expects to be provided by the City.

A. Preparation of General Plan: The Consultant shall be responsible for the preparation of a screen check, draft and final General Plan Update, and EIR. In addition, the Consultant shall also be responsible for the preparation of administrative draft(s) and required environmental documentation. The Consultant shall be prepared to provide the City with all background files and information used in preparation and completion of the work. All figures, maps and exhibits shall be of a size approved by the City and also be clearly legible.

The City wishes for a visioning component within the development of the comprehensive General Plan update. The existing General Plan, with the exemption of the Housing Element, is almost three decades old and thus it is important that the Consultant facilitates the development of a **Vision** for the overall community as well as for individual and identifiable neighborhoods. The Vision will help inform the City's marketing and branding efforts as well as the development of unique characteristics and public improvements for the respective neighborhoods, for example in neighborhood markers or monument signs, street signs and tree planting. Please include the visioning process within the **Community Engagement Program**.

The City desires to promote a business friendly environment, identify its weaknesses, and to realize potential opportunities within the marketplace. Although the City does not plan to add a new Economic Development Element at this time, the Consultant shall incorporate policies and programs to address the City's competitiveness within the marketplace, provide strategies to improve the economic vitality of its residential, commercial and industrial land uses, attract new developments, and retain and expand existing businesses. The City is committed to completing a **Market Study** to understand its current market demand for housing, retail, hospitality (restaurants and hotels), and industrial uses. The Market Study shall analyze and discuss the different types, categories, and affordability levels, in the case of housing, within the report. Said Market Study will describe and analyze existing trade area demographics, identify retail leakage, absorption rate, void analysis for specific categories of retail uses, opportunity sites for development, and an inventory and description of competing retail centers (existing and proposed) within the trade area. The Market Study will include preliminary development pro formas for four development or opportunity sites that will be identified by City staff in consultation with the Consultant. It is anticipated that the four opportunity sites can be a combination of commercial, residential, and mixed-use development opportunity sites. The Consultant shall list the cost for the market study separately within the budget.

To fulfill requirements associated with the Caltrans Sustainable Transportation Communities Grant, the City also wishes to adopt its first **Environmental Justice Element** to address environmental justice through a set of comprehensive objectives and policies aimed at increasing the influence of target populations in the public decision-making process and

reducing their exposure to environmental hazards. A targeted **Zoning Code Update** will then implement the new Land Use, Circulation and Environmental Justice policies and strategies. Additionally, to fulfill requirements associated with the SB 2 grant, the City wishes to identify new housing sites throughout the city. Creation of a new Overlay Zone and a Program/Project EIR with build-out scenarios for said housing sites could then be utilized to help streamline future projects, and thus incentivize the actual production of new housing units in the City.

Consultant shall prepare monthly status reports to City staff concerning the status of the work and completed and pending activities. Consultant shall prepare all public notices, staff reports, resolutions, ordinances, maps, charts, and other documents necessary as part of the planning review process and public outreach program.

Following initial research and public outreach efforts, the Consultant shall evaluate the City's existing policies and land use patterns, identification of amendments to the General Plan and Zoning Regulations, and recommend adjustments deemed appropriate, including new policies and/or land use alternatives. An **Existing Conditions Report** shall be prepared addressing recommendations including their feasibility, potential impacts, ramifications, and outcomes. From this analysis, the Consultant shall develop a series of policy and land use recommendations to be considered for incorporation into the General Plan.

Elements shall conform to the most current General Plan Guidelines prepared by the State Office of Planning and Research. Each draft element shall contain text, diagrams, and documentation material sufficient to demonstrate its scope and intent and shall be internally consistent with the balance of the General Plan. Goals, objectives, and policies shall be stated clearly and in a manner easily understood by the general public and a clear set of policies for each land use designation with viable implementation strategies should be developed. A Table of Contents shall be provided for each element which includes a comprehensive list of tables, figures, maps, and appendices.

Textual data provided in each element should be supplemented with graphics consisting of maps, drawings, charts, and tables. All data sources utilized to prepare the plan text and graphics shall be documented, referenced, and included in the plan.

Consultant is to provide a detailed **Project Schedule/Work Plan** which includes a list of required key tasks, activities, durations and milestones to complete the Comprehensive General Plan Update, Targeted Zoning Update, and related CEQA documentation. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components (e.g. general plan elements, public participation, CEQA, technical studies, etc.), and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. The Consultant must also consider various milestones that must be achieved as part of the two previously-mentioned grants. The Caltrans planning grant funded activities (Land Use, Circulation, Environmental

Justice elements, and the Community Engagement Program) must be adopted by February 28, 2022. The HCD SB 2 planning grant funded activities (EIR) must be adopted by June 30, 2022. The Consultant shall assist and provide data and information on a timely basis for the completion of various reporting requirements of each grant.

City staff will discuss the Work Plan with the selected Consultant prior to execution of a contract for this project. The Work Plan shall identify the steps and types of data to be prepared, which shall include, but not be limited to:

- **Review Relevant Planning and Circulation Documents:** Compile and review baseline planning data. Sources will include the current General Plan, other existing plans, policies, regulations and related materials.
- **Review Maps, Databases, etc.:** Review existing maps, GIS layers and databases to understand context and identify issues to be addressed in the General Plan Update and set the stage for the mapping component of the General Plan Update.
- **Field Reconnaissance:** Conduct extensive field reconnaissance to understand public infrastructure conditions, land use, circulation, and environmental justice issues, identify areas of stability and change, and highlight areas of conflict.
- **Technical Reports and Analysis:** Conduct technical reports and analysis to inform the General Plan Update, which may include base maps and an inventory/summary of the following:
 - Housing, Population, Demographics and Social Characteristics: Research demographic data and prepare a summary report of the socioeconomic profile of the City. The report shall include demographic forecasts through 2040.
 - Land Use Patterns: Review the current General Plan and Zoning maps to identify land use patterns, land use compatibilities and conflicts and development trends in the City.
 - Open Space, Recreation, Schools, Library, Cultural, Civic, Historical and Park Facilities
 - Prevalent community identify, public perception and image.
 - Economics: economic conditions and factors, base market analysis, economic multiplier effects on the City economy, critical analysis of existing economic generators and a forecast of potential significance in the near future (i.e. 10-20 years), local business conditions, including recent commercial and industrial development trends.
 - Zoning Consistency Evaluation: Conduct in-depth evaluation of the consistency of the current and proposed General Plan and Zoning Regulations, giving special attention to the Land Use and Circulation Elements and specific Zoning sections.
 - Prevailing physical constraints and opportunities (transportation systems, infrastructure conditions/capacities, etc.)

- Public infrastructure conditions primarily related to additional capacity to accommodate projected growth.
- Traffic counts and modelling: Traffic counts and modeling will be conducted at pre-approved intersections (up to 45 locations) and street segments (up to 45 locations).
- Circulation Study: Prepare a comprehensive circulation study that evaluates the existing and proposed circulation system and identify areas of improvement to improve multimodal transportation use and efficiency. The goal of the Circulation Study is to create a circulation system that increases the use of alternative modes of transportation, makes travel safer for pedestrians and cyclists, and enhances mobility for all travel modes.
- Analyze Multi-modal System and Identify Multi-modal Transportation Needs: Analyze accessibility of the routes and facilities for the following travel modes- pedestrian, bicycle, transit access (bus and light rail stations); analyze truck traffic and routes; identify safety and security concerns.
- Update SCAG RTP 2012 Model: Update the RTP to identify existing and future conditions at build-out under the existing and proposed Land Use Element.
- Alternative Land Use and Circulation Alternatives: Identify and test up to three land use or circulation scenarios as part of this task.
- Crime statistics by neighborhood
- Assess the need for additional public facilities, based upon projected increases in land use intensity, population and the correlated need for additional services.
- Potential hazards presented along subterranean natural gas, liquid gas transmission lines.
- Identify and evaluate potential housing overlay sites throughout the city and determine the feasibility to construct either housing or mixed-use development.
- **Air Quality and GHG Emissions:** Conduct air quality impact analysis to evaluate the proposed land use impacts on air quality specific to the City pursuant to SCAQMD requirements. Utilize baseline data from California Air Resources Board and air quality profile data from SCAQMD. The Update may potentially impact the number of vehicle trips in the City and emissions from mobile and stationary sources shall be considered. Greenhouse gas emissions shall be analyzed and recent OPR CEQA Guidelines changes shall be followed. The project total GHG emissions shall be compared to the Regional and State-wide emissions. GHG emissions from construction and mobile sources shall be considered and analyzed. Emissions of carbon dioxide and other major greenhouse gases such as methane and nitrous oxide shall be calculated. Mitigation measures shall be developed for potential air quality and GHG impacts.
- **Market Study:** Consultant shall conduct an economic/market demand study that analyzes the City with respect to locational factors, visibility, access, traffic counts, circulation, amenities, synergies, walkability, crime statistics, and impact of surrounding land uses with specific focus on market potential and constraints.

- **Define Trade Area:** Define the Trade Area from which the majority of demand for potential land uses (housing, retail, restaurants, hotels, office parks, industrial) will emanate.
- **Macro-level Demographic and Economic Characteristics:** Determine trends and forecast future market conditions. This evaluation shall include a survey of population, households, income, age, employment trends and spending patterns.
- **Identify Potential Catalytic Projects:** Identify potential catalytic projects within the Trade Area and determine their likelihood impact on future market dynamics.
- **Financial Feasibility:** Assess financial feasibility for each of the four development opportunity site (residential, mixed-use, commercial), using preliminary pro forma valuation.
- **Market Demand Report:** The results of the market study shall be presented in a Market Demand Report. The Report shall include the findings as well as recommendations concerning the four development opportunity sites, and recommend a strategy that includes development trends and locational benefits relative to transportation systems and surrounding land uses.
- **Equity Analysis and GHG Emission Reduction:** The Consultant shall develop a demand analysis of transportation modal shifts and equity analysis to determine the number of new users that are projected to use alternative active transportation. Projected GHG emission reductions will be used as an evaluation criteria to help evaluate the land use and circulation system improvements.
- **Selection of Preferred Land Use Alternative:** Discuss and determine preferred land use alternative based upon information and analysis to date. Explore, and develop if necessary, new land use designations on specific sites, such as housing overlay sites, and mixed-use sites to serve future growth.
- **Preparation of Outline, Template, and Format of General Plan and Zoning Code Update:** Consultant shall prepare framework of the General Plan update and Zoning Code update for City approval.
- **Preparation of Existing Conditions Report:** This report shall summarize the results of the technical analysis and include preliminary policy and recommendations.

The final work plan shall identify the types of graphics to be provided in the General Plan, as well as the types of large-scale colored exhibits to be prepared for workshops and public hearings.

- B. Community Engagement Program:** The City considers public participation an integral component to the overall success of the General Plan Update. The Community Engagement Program is critical and is paramount in the collection and understanding of the community. The Program should be designed to engage all segments of the community and to permit individuals to enter and exit the process as their time and interests allow.

The Consultant will be expected to develop as one of the first work efforts, a comprehensive community outreach and engagement program that will include a strategy to maximize public participation throughout the entire process, from the initial introduction of the project to solicit interest, through the initial review of the existing General Plan and Zoning Code and subsequent public hearing process for the adoption of the new General Plan. In accordance with the time frame set forth in the final Work Plan, the Consultant shall prepare a draft Community Engagement Program for City review and approval prior to its implementation. Consideration of requirements set forth in both the Caltrans Sustainable Transportation Communities Grant and non-competitive SB2 Grant is crucial.

The Consultant will organize and facilitate all public participation events. The Consultant will be responsible for providing Spanish translation services and sufficient number of wireless headsets for translating purposes at all community meetings/workshops.

Integral to the Community Engagement Program, the Consultant will work closely with the **General Plan Advisory Committee** (GPAC), comprised of community representatives and with the **City Council Sub-Committee**, comprised of two City Councilmembers.

The Community Engagement Program should include the following elements:

- **Vision Statement:** Consultant shall develop a long-range Vision Statement, which will establish the planning principles and policies for the completion of the General Plan Update.
- **Outreach and Marketing Plan:** Consultant shall develop an outreach and marketing strategy, for City pre-approval, which will direct efforts to engage City residents, business and property owners. The strategy will include a draft outreach schedule and proposed methods of engagement to heighten community awareness and to drive attendance at the public workshops, focus group meetings, and stakeholder meetings. The outreach strategy should include an identity or brand that is easily recognized by a project template or logo design. The outreach methods shall include, at a minimum, public notices, posters, press releases (6), social media, on-line survey, fact sheet and frequently asked questions sheet. Also, the Consultant will develop and maintain a project dedicated webpage which is linked to the City's Homepage. The project webpage can be updated with new information and progress reports supplied by the Consultant. All posted information and material will be pre-approved by the City. The General Plan Update informational literature, notices, and articles shall be bi-lingual (Spanish).
- **Community Needs Assessment:** Consultant shall develop a Community Needs Assessment, for City pre-approval, to identify transportation and mobility barriers confronting low-income households and at-risk individuals (disabled, language, single parents). This Assessment shall be utilized during the Community Workshops and Focus Group Meetings. The Assessment forms a substantial component of the foundation from which land use, circulation, and environmental justice strategies will be developed. Consultant shall utilize CARB's Final Guidance Document- "Low Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents." The findings will be presented in a final Community Needs Assessment report.

- **Online Website:** Consultant shall work with City's IT Department to develop a dedicated webpage on the City's existing website to provide resources that includes, but is not limited to: project description; project milestones; meeting and event calendar; online interactive surveys; and space to provide information about the Update and to gather community feedback. The Consultant will be responsible for providing content-information, data, etc. to the City IT Department to update the webpage as needed throughout the duration of the project.
- **Community Workshops (4), Focus Group Meetings (8), Stakeholder Meetings (8), and General Plan Advisory Committee Meetings (6):** Consultant shall market, coordinate, and conduct meetings with the community and stakeholders to engage the community into the decision-making process. The completion of this task shall be performed in coordination with City staff, who will also attend all public meetings. The Consultant shall facilitate discussion and develop a list of key stakeholders, problem or challenge areas to study, and strategies for engaging residents. The meeting dates, times, and locations shall be conducted during convenient times and locations to ensure maximum participation.
 - **Community Workshops:** Four Community Workshops are planned and will occur at key milestones of the Update. The Consultant shall market, prepare, lead, and present at the Workshops. At all Workshops, City staff will be present. The Consultant shall initiate the discussions that will solicit community input and opinions. Consultant shall incorporate Community Needs Assessment in each of the Workshops.
 - **Focus Group Meetings:** These meetings, up to eight, provide a more intimate setting during which specific topics can be examined and discussed in greater detail. It is envisioned that the Community Needs Assessment can be administered during one or more of these meetings as well.
 - **Stakeholder Meetings:** These meetings, up to eight, are one-on-one and provides a more discreet setting for possibly more candid discussion.
 - **General Plan Advisory Committee Meetings:** The GPAC is comprised of individuals representing a cross-section of the community and represents interests of the rental, property owner, business, education, health, youth, senior, low-income, special needs communities. At specific meetings, representatives from special interest, advocacy organizations will be invited to attend. The GPAC meetings provide another forum in which the Update can be discussed and evaluated.

Simultaneous interpretation services shall be provided by Consultant (two interpreters) using wireless headsets. The Consultant shall also facilitate and attend GPAC meetings, comprised of individuals representing a cross section of the City.

- **Study Sessions (2) and Public Hearings (4):** During the approval and adoption phase of the Update, the Consultant shall conduct presentations of the Update at key milestones of the project. Study sessions are encouraged and should be held with the Planning Commission, Traffic Commission, and City Council, either individually or jointly. Two Study Sessions and four Public Hearings are scheduled for consideration and adoption of the targeted General Plan and Zoning Code Update. Consultant shall facilitate discussion

and present a PowerPoint presentation at these meetings, which will also be attended by City staff.

- **Community Engagement Report:** Consultant shall prepare a Community Engagement Report, which documents and summarizes the community outreach efforts. This report will summarize the online engagement tools and results, project database, project meetings, public questions, comments and conclusions reached at these meetings, samples of collateral materials that were employed throughout the process and any feedback received through the project webpage.

C. Environmental Analysis: The Consultant shall be responsible for all CEQA work on the General Plan Update and related activities. An Initial Study shall be prepared in conformance with CEQA to evaluate the potential for environmental impacts associated with the General Plan Update as well as project level analysis of four development opportunity sites. Any resulting mitigation measures shall be accompanied by a mitigation and monitoring program prepared by the Consultant, for the adoption of the General Plan and related documents as well as enabling the future development of the four development opportunity sites.

The Consultant shall prepare a comprehensive Environmental Impact Report (EIR) for the work contemplated in this RFP in accordance with the latest procedural and substantive requirements of the California Environmental Quality Act (CEQA). The EIR shall encompass the geographic area to include current City limits and Sphere of Influence. Additionally, the EIR shall also include sufficient analysis for the build-out scenarios of up to four development opportunity sites (potential housing, mixed-use, and commercial sites) to streamline future projects, thus incentivize the actual production of new housing units and commercial projects in the City.

Timing for the preparation of the General Plan Update and the EIR shall be overlapping so that the information collection and analysis can be used for both documents. This will ensure the preparation of both documents will be parallel, iterative, and consistent.

The Consultant shall be responsible for any and all procedural steps, including (but not limited to) the preparation of public notices, AB 52 & SB 52 Notifications, Resolutions, Ordinances, Initial Study, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling, noticing and conducting scoping meetings. The scoping meeting shall include either meeting individually with or soliciting comments from all responsible, affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects, and potential mitigation measures.

The Consultant will prepare technical support reports, appendices, including but not limited to traffic modelling, geotechnical, biological, air quality, noise, GHG emission reduction, and archeological reports. Traffic modelling may involve LOS and/or VMT.

The City shall review all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to allow for enactment of future development in the City. Cumulative and growth inducing impacts shall also be included in specific sections of the document (CEQA Guidelines Section 15130); the EIR shall consider full “build-out” of the General Plan, including but not limited to four potential development opportunity sites (housing, mixed-use, and commercial sites). A technical appendix clearly identifying all supporting documents shall be a part of the EIR. The EIR shall also be provided in electronic version and GIS maps.

A Mitigation and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also identify the appropriate party responsible for implementation, monitoring, capital costs, and confirmation of implementation. The implementation program should also include an estimated time frame for completion. Recommendations shall be developed for a mitigation and monitoring system designed to ensure accomplishment of the General Plan goals and streamline the future development of the four development opportunity sites (housing, mixed-use, and commercial).

Note: Number of requested copies is preliminary and may be adjusted as necessary.

D. City Meeting Schedule and Communication: Consultant will keep City staff fully apprised of the status of the project by providing timely meetings and other forms of communication.

- Consultant will designate a Lead Consultant who will be the point-of-contact for the City. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan Update.
- Monthly meetings with City staff. It is anticipated that these meetings will be comprised of the Project Manager and team members, if appropriate, as well as City staff. These monthly meetings will be held in City Hall.
- It is also anticipated that the use of conference calls will be necessary at various times throughout the process. These calls will be coordinated by the Project Manager for the necessary participants. The number of such meetings is indeterminate and is not to be in lieu of the monthly on-site meetings at City Hall.
- Attendance at a minimum of two (2) but up to four (4) Planning Commission meetings and two (2) City Council meetings should be included in the Proposal Budget. Please note that at the discretion of the City, a joint meeting of the City Council and Planning Commission may be convened and shall constitute as one (1) meeting. Please list the cost for each individual Planning Commission and City Council meeting as a separate cost items and include these meetings in the Work Plan and Budget.
- Prepare informative PowerPoint presentations for public meetings.

E. Deliverables:

1. Project Schedule/Work Plan with major work components and milestones
2. Provide, update, and manage a dedicated website for the General Plan Update that will be linked to the City of Santa Fe Springs website
3. Maps and graphics for all community and public hearing meetings
4. Existing Conditions Report containing a summary or findings, data, assumptions, and a draft outline of the preliminary General Plan Update. The report should also contain preliminary policy and land use recommendations and implementation measures.
5. Market Demand Study
6. Community Engagement Report
7. Community Needs Assessment concerning transportation and mobility issues
8. Draft General Plan Elements submitted in accordance with the time frames set forth in the final work plan
9. Administrative Draft General Plan – five (5) printed, bound copies and five (5) digital versions (CD or USB/flash drive) in both Word and PDF
10. Administrative Final General Plan Update – five (5) printed, bound copies and five (5) digital versions (CD or USB/flash drive) in both Word and PDF
11. Draft General Plan Update – ten (10) printed, bound copies and ten (10) digital versions (CD or USB/flash drive) in both Word and PDF
12. Final General Plan Update – ten (10) printed, bound copies and ten (10) digital versions (CD or USB/flash drive) in both Word and PDF
13. Administrative Draft EIR – five (5) printed, bound copies and five (5) digital versions (CD or USB/flash drive) in both Word and PDF
14. Draft EIR – five (5) printed, bound copies and five (5) digital versions (CD or USB/flash drive) in both Word and PDF
15. Final EIR – five (5) printed, bound copies and five (5) digital versions (CD or USB/flash drive) in both Word and PDF
16. Facts and Findings and Statement of Overriding Considerations (if applicable) – one printed copy and one (1) digital copy in both Word and PDF
17. Mitigation and Monitoring Program – to be included in Final EIR, one (1) digital copy in both Word and PDF
18. Final resolution/ordinance adoption materials for the General Plan Update
19. Updated color Land Use Map (1" = 500') – five (5) wall copies (30x40)
20. Updated color Zoning Map showing areas of inconsistency (1"=500') – five (5) wall copies
21. Updated color Land Use Map in PDF and GIS format on USB/flash drive – one (1) copy
22. General Plan maps and tables in format capable of being uploaded onto City website
23. Administrative Draft Targeted Zoning Code Update Amendment
24. Draft Targeted Zoning Code Update Amendment
25. Final Targeted Zoning Code Update Amendment

Note: Number of required copies is preliminary and may be adjusted as necessary. However, indicate the cost of each item in the budget proposal.

F. Budget Proposal: Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost, backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item.

Proposals should include, at a minimum, the costs for the completion of each major task in the work program. Each task should clearly identify the Consultant team member who will be primarily responsible for completing the task. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals involved, number of hours for each component, task or product, and the fee structure for additional work outside of the contract and optional items. Prices shall represent the cost of finished products and cost estimates shall identify expenditures for graphics, base maps, public meeting and hearing participation, printing, legal notices, postage, mailing, advertising and other incidental and administrative costs.

- A cost analysis for the entire project and separated by major tasks within the General Plan Update (i.e. fee for each of the elements), consistency analysis, and public participation.
- Separate price quotes for:
 - Market Study
 - Community Engagement Program
 - Website hosting and content maintenance
 - Environmental Review and CEQA compliance work

NOTE: *At the City's discretion, City reserves the right to award separate contracts to different consultants for the CEQA work and the General Plan/Community Engagement work.* The Consultant's budget should take this into consideration and state if there will be an impact on the work schedule or budget should the Consultant not be awarded a contract for both the General Plan Update and CEQA work. This statement should appear in the Consultant's Proposal cover letter.

IV. WORK PRODUCTS

The format for all textual materials and products will be 8-1/2" x 11", black ink on white paper. The format of graphic elements may vary from said standard but shall be approved by staff prior to inclusion in any document. Final products shall be in a form that is workable, amendable, and easily reproducible. The General Plan Update shall be bound in a loose leaf, three-hole binder to easily accommodate amendments.

All studies, charts, graphs, and materials used in preliminary and public review processes shall become the property of the City of Santa Fe Springs. In addition, the Consultant shall provide the final textual documents in a format consistent with the word processing program in use by the

City at the time of final document delivery (the City currently utilizes the Microsoft Office 2013 suite). All map-based exhibits shall be developed using ArcView 10.0 or above, or ESRI GIS products, and provided in both a GIS format (as a shapefile and map package) and Adobe Portable Document Format (PDF) to the City.

All software applications or computer files generated for graphics, texts or pictorials will be supplied to the City on a disk, memory stick or CD-ROM. The Consultant shall be responsible for ensuring that submitted files and/or programs function properly on the City's computer system, for example, posting the new General Plan, maps, and tables onto the City website.

V. SELECTION PROCESS

A. Selection Process:

City staff will evaluate all eligible responses in accordance with the criteria listed below. Upon completion of the evaluation phase, staff will interview the appropriate consultants to determine those most eligible. The decision on the number of consultants to interview is solely within the discretion of the Director of Planning, who will forward a recommendation to the City Council for final consideration and award of contract.

The City of Santa Fe Springs will select a principal consultant or consultant team for this work on the basis of qualifications and experience. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Firm has five or more years of relevant experience performing services on similar public projects.
2. Firm is to provide, with proposal, three or more satisfactory municipal references for work performed in the past five years. Include references from cities of a similar size and character to Santa Fe Springs, the responsibilities of the consultant/sub-consultant, proposed and final budget, and proposed and actual completion dates.
3. Firm can demonstrate understanding of the project, the challenges and opportunities, and knowledge of the disciplines necessary to complete the project.

B. Evaluation Criteria and Point System

Firms responding to this RFP will be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Each proposal will be evaluated, in the following areas:

- Firm's experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members as demonstrated by their past experience and performance on similar projects that were funded with third-party planning grants, such as Caltrans and HCD SB 2. Include resumes of

supervisory staff that will have direct charge of the project with educational background and qualifications. Submit General Plan experience, Housing Element and Housing Overlay experience, Environmental Justice Element experience, creation of a downtown area experience and demonstrated record of success on work previously performed for other government agencies. City may request copies of such work later in the evaluation process but consultant may submit work samples as part of the Proposal for City consideration. (25 points)

- Public participation experience in working with the public formulating goals and consensus and CEQA experience (5 + 5 points)
- Familiarity with the City of Santa Fe Springs and its policies, ordinances, procedures, as well as its challenges and opportunities e.g. prior experience with the City of Santa Fe Springs working on General Plan and Zoning Regulations (10 points);
- Ability to begin work upon issuance of the notice to proceed (5 points);
- Demonstrated ability to complete projects within proposed time lines and cost and substantiating adequate staffing levels to complete the project within the time specified in Consultant's proposal (25 points);
- Completeness, accuracy and clarity of Proposal submittal (10 points); and
- Overall cost to the City. Price is not the sole determining factor. The cost estimate is to be submitted in a separate sealed envelope (15 points).

VI. SUBMITTAL REQUIREMENTS

Six (6) bound copies and one (1) electronic copy of the proposal must be received by the City of Santa Fe Springs Planning Department no **later than 5:00pm on November 8, 2019**. Late proposals, electronic transmittals and facsimiles will not be accepted.

All proposal and documents submitted become the property of the City of Santa Fe Springs. Information considered proprietary shall be identified as such when the proposal is submitted. The envelope(s) shall be clearly marked with the notation **"DO NOT OPEN - GENERAL PLAN UPDATE AND EIR PROPOSAL"**.

The **Budget Proposal must be submitted in a separate sealed envelope** with the firm's name and **"DO NOT OPEN - BUDGET FOR GENERAL PLAN UPDATE AND EIR PROPOSAL"**.

Proposals may be submitted by mail or in person to the address shown below.

Mr. Wayne M. Morrell
Director of Planning
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90623

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals, to accept any proposal, or portion thereof, to waive any irregularity, and to take the proposals under advisement for a 90-day time period as may be required to provide for the best interests of the City of Santa Fe Springs. In no event

will an award be made until all necessary investigations are made as to the qualifications of the applicant and a standard consulting services agreement has been awarded by the City Council.

VII. PROPOSAL AND FORMAT REQUIREMENTS

The City of Santa Fe Springs desires a work product that is reflective of the needs and expectations of the residents, not just a restatement of the existing goals, policies and objectives. The Consultant should demonstrate not only an ability to be a problem solver, but also be capable of presenting innovative approaches to existing community issues.

The Consultant will submit a detailed Work Plan with a budget. The City may elect to eliminate or modify specific features of any proposal. Therefore, it is imperative that the Consultant provides a meticulously detailed breakdown of the proposal, by each of the identified items under the Scope of Work (where appropriate), project function, timeline, man-hours, hourly rates, and costs.

Proposals must be concise and focused on the specific Scope of Work specified in this RFP and, at a minimum, shall contain the following information in the following order:

- A. Letter of Transmittal**, signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days. The letter shall also include a) a statement concerning any personal, financial, and/or organizational conflicts of interest prohibited by law, b) a statement that Consultant understands that the City may award separate contracts to different consultants for the General Plan Update and CEQA work, and c) a statement that the Consultant has read and agrees to the Standard Consulting Services Agreement and Insurance Requirements or, if there are areas of clarification or disagreement, the Consultant will indicate such in the cover letter. If there are no exceptions, then the proposer agrees to be bound by, and thereby represent its ability to satisfy all terms of the Agreement, if awarded a contract. Alterations or changes to the agreement which were not in the Consultant's response will not be made after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.
- B. Table of Contents**: Include page numbers.
- C. Executive Summary**: Briefly summarize your understanding of the City's intent and purpose for completing the General Plan Update. The Executive Summary should introduce your Proposal and your understanding of the City of Santa Fe Springs, the proposed project, significant steps, methods and procedures to be employed by your firm to ensure quality end products that can be delivered within the required time frames and your identified budget.
- D. Qualifications**: General description of, and capabilities and qualifications of your firm, relative to the Scope of Work and Proposal Requirements of this RFP.
 - General information about the firm including company size, location of offices, years in business, organization chart and number and classifications of staff.

- Identification of prior work history of the prime and/or subprime consultants with the City of Santa Fe Springs as well as prior work experience on grant-funded General Plan updates and familiarity of grant reporting requirements.
- Identification of each proposed subcontractor, if any, their responsibilities and Lead Consultant or key contact person. The person(s) who will attend and facilitate public meetings and presentations shall be identified.
- Identification of the proposed Lead Consultant for the team who will be the sole point of contact for the City for day-to-day operations. This person must not be removed from the project without the prior approval of the City.
- List the key personnel who will participate in performing the Scope of Work. Provide a resume of each listed team member (include subcontractor's key personnel, if any, who will be completing a portion of the Scope of Work). There shall be no changes in key staff without City written pre-approval.
- Provide an organizational chart depicting the relationships between the primary consultant and sub-contractors and the various staff members within each agency for this project.
- Demonstrate ability to obtain and maintain adequate equipment, technical, and financial resources for performance (including ability to meet work schedule time frames and deliverables).
- List of three (3) or more references for recently performed comparable work, that indicates the past performances and abilities of the proposed team (primary and sub-contractors). Include a key client contact person with a current daytime phone number and email address for each reference.
- Include a summary of the firm's understanding of CEQA and the issues confronting the City, including potential issues, which may arise, based upon the Consultant's work and experience in other comparable jurisdictions.

E. Format: Limit your proposal to no more than thirty (30) typed 8.5" x 11" pages on white bond paper of at least 20-pound weight single sided (excluding cover letter and attachments). You may attach company brochure materials if you wish, but these must be as separate attachments and independent from the required elements noted above.

- Use a conventional serif or sans serif typeface with a minimum font size of 11 points. Use a 1" margin on all borders.
- Organize your submittal in the order described above.
- Provide six (6) bound copies of your firm's response and one electronic version (PDF on CD or USB/flash drive). City may request the Proposal to be electronically submitted.
- Prominently label the package: "2019 General Plan Update" and include the name of the lead or primary respondent.

F. Insurance: The consultant shall at their own cost and expense, procure and maintain during the term of this agreement, the following:

- Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
- Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles.
- Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employees' Liability policies shall contain the insurer's waiver of subrogation in favor of Agency and City, and their elected officials, appointed officials, agents, employees, officers, volunteers and servants.
- Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission in an amount not less than \$1,000,000. Said policy shall contain a provision that the same shall not be canceled without at least thirty (30) days noticed to the City thereof. Consultant's insurance shall be written by insurers authorized to do business in State of California with a minimum "Best's" insurance guide rating of "A:VII +"

VIII. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.santafesprings.org), which is deemed adequate notice. Any prospective respondent may submit, via U.S. mail or by e-mail, a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

IX. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion, to procure any project-related service by other means, to modify the scope of the project, to modify its obligation or selection criteria, or take other actions needed to meet its goal.
- The City shall not be liable for any expenses incurred by any organization in connection with this RFP.

- No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source. The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.
- The City reserves the right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- The City reserves the right to conduct a background check of any respondent. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential respondent.
- The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City; the City will attempt to provide reasonable notice of the changes.
- Respondents shall not issue any news release pertaining to this RFP, without prior written approval of the City.
- All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Planning Department. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.
- The City reserves the right to hire a different consultant to complete the CEQA compliance work separate from the principal consultant completing the General Plan Update, Public Participation and Zoning Consistency work.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate respondents. The City reserves its absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- The City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level, or additional services.

- Should a contract be subsequently entered into between the City and respondent, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful respondent shall secure a SFS business license through the City's Department of Finance & Administrative Services at the time the contract is awarded.
- The respondent shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the City, and it shall be under the control of the City only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

September 26, 2019

NEW BUSINESS

Execute a "Software as a Service" (SaaS) Agreement with Tyler Technologies for the DHD System Used for Data Related to Fire Prevention and Environmental Protection Program Administration

RECOMMENDATION(S)

Authorize the Mayor to execute the SaaS agreement with Tyler Technologies for the use of the DHD System.

BACKGROUND

The Environmental and Fire Prevention Division (EFPD) of the Department of Fire-Rescue has been using a database system that is capable of transmitting Certified Unified Program Agency (CUPA) program data to the California Electronic Reporting System (CERS) since 2017. This system is also used to manage non-CUPA program and Fire Prevention compliance and permitting data. The original contract for this database system was with Garrison Enterprises. Garrison Enterprises changed their name to DHD, Inc. in 2013 and DHD, Inc. was subsequently purchased by Tyler Technologies in 2018.

The original agreement for the database system has expired. The attached agreement between Tyler Technologies and the City has a term of 3 years commencing on September 1, 2019 and expiring August 31, 2022. Upon expiration of the initial term, the agreement will renew automatically for an additional one (1) year at the then-current SaaS Fees unless terminated in writing by either party. Exhibit A of the agreement lists the fee schedule for each year of the initial agreement term. Tyler Technologies is required to maintain a \$1,000,000 insurance policy for both Commercial General Liability and Professional Liability as part of the agreement.

LEGAL REVIEW

The City Attorney has reviewed and approved this agreement.

FINANCIAL IMPACT

The SaaS (formerly DHD contract) is a yearly budgeted request and FY 19-20 approved item under the Environmental Protection Division account 10102125-542050 (contractual services). The FY 19-20 amount approved for this expense is \$13,000.

The SaaS Subscription Fee Schedule is as follows:

- FY 19-20: \$12,600.00
- FY 20-21: \$13,230.00
- FY 21-22: \$13,891.50

A handwritten signature in blue ink, appearing to read "R. Cruz", followed by a stylized flourish.

Raymond R. Cruz
City Manager

Attachment(s):

1. Tyler Technologies Software as a Service (SaaS) Agreement

Attachment 1



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy (Schedule 1 of Exhibit B).
- **"Client"** means the City of Santa Fe Springs.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means, if applicable, the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Named Users under this Agreement are set forth in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services included in this Agreement.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy setting forth the payment terms for the products and services in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system



management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you,""your"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Named Users only. The Tyler Software will be made available to you according to the terms of the Service Level Agreement ("SLA") exhibit or the Annual Support and Hosting statement of Work (the "Support SOW"), as applicable. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) or the Support SOW, as applicable.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Named Users and amount of Data Storage Capacity. You may add additional named users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Named Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement

any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in either the Support SOW or Section C(8), below. For maintenance and support services provided pursuant to Section C (8), the SLA and our then current Support Call Process will also apply.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or Tyler managed data center via third party, but in a database for operational data dedicated to you, which is inaccessible to our other customers. Configuration data and/or username/passwords may be stored in a shared database, as needed with a hosted solution.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement. If a Statement of Work has been generated as part of this Agreement, we will provide implementation-related services as described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the

total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and, if applicable, the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Travel Schedule Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For clients hosted in a Tyler data center, and for so long as such clients timely pay SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use third-party secure unattended connectivity tools, such as Bomgar, GotoAssist by Citrix and Logmeinrescue by Logmein, Inc. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass

through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy (Exhibit B), subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years commencing September 1, 2019, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail,

return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the California Public Records Act or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. 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 state or federal court of competent jurisdiction located in or serving Los Angeles County, California.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Client Trademarks. For clients licensing DHD Tyler Software only:

22.1 During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.

22.2 Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Annual Support and Hosting Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Santa Fe Spring

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Santa Fe Spring
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

See following page.

Annual Hosting, Support and Maintenance Pricing:



Santa Fe Springs Department of Fire-Rescue

SaaS Subscription Fee Schedule Quote:

Description	Contract Term Date		
	9/2019-8/2020	9/2020-8/2021	9/2021-8/2022
DHD-CUPA system	\$12,600.00	\$13,230.0	\$13,891.5
Datacenter hosting, storage, backups and other related costs per annual SOW	Included	Included	Included
Bug fixes, One-form update and/or 10 data field changes per module	Included	Included	Included
Total:	\$12,600.00	\$13,230.0	\$13,891.5

CONFIDENTIAL



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning with the commencement of the Term. SaaS Fees for the initial term, as defined in Section F (1) of this Agreement, are set in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees will be at our then-current rates.
2. **Implementation Services.** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who



have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem

rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Statement of Work and the Agreement, the terms and conditions of this Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.
2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.
2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.
 - a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.
3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:
 - a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,
 - b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.
4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.
5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.
 - a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order.

No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.
2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.
2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.
4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.
5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.
6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.
2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.
3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.
3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.
3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them

Role	Responsibilities
	through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Technical Services	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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City of Santa Fe Springs
City Council Meeting

ITEM NO. 19A

September 26, 2019

PRESENTATION

Proclaiming the month of October 2019 as "Breast Cancer Awareness Month" in Santa Fe Springs

RECOMMENDATION

- Proclaim October 2019 as "Breast Cancer Awareness Month" in Santa Fe Springs.

BACKGROUND

October is recognized as National Breast Cancer Awareness Month (NBCAM), an international health campaign organized by major breast cancer charities to increase awareness of the disease and to raise funds for research into its cause, prevention, diagnosis, treatment, and cure. In 1985, the American Cancer Association spearheaded the movement with the creation of NBCAM specifically to promote mammography as the most effective weapon in the fight against breast cancer.

The National Breast Cancer Foundation reports that a woman is diagnosed with breast cancer every two minutes. The good news is that, if detected early, breast cancer is highly treatable. Since 1990, in part due to better screening, early detection, increased awareness and improving treatment, there has been a gradual reduction in female breast cancer rates among women 50 and older. Furthermore, death rates from breast cancer have been on the decline.

The City of Santa Fe Springs is proud to participate in National Breast Cancer Awareness Month. The City strives to educate and stress the importance of following steps to take control of your health. These steps include: maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking, and limiting alcohol consumption. It is also important to schedule a mammogram each year and practice monthly self-examinations.

Supporting these efforts, the City has continued to partner with the Abigail Barraza Foundation (ABF). During the Summer Concert series, ABF held Fashion Friday nights to help promote Breast Cancer Awareness and will once again endorse and kick off "Painting the Town Pink" in Santa Fe Springs.

The Mayor may wish to call upon Ed Ramirez, Family and Human Services Manager, to assist with the presentation. Monique Barraza, Director of the Abigail Barraza Foundation, will be present to accept the proclamation.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Breast Cancer Awareness Month Proclamation

Report Submitted By: Joyce Ryan/ Ed Ramirez Date of Report: September 19, 2019
Department of Community Services

WHEREAS, the month of October is National Breast Cancer Awareness Month, a national campaign dedicated to increasing breast cancer awareness; and

WHEREAS, early detection is key in the treatment of breast cancer; if found and treated in the early stages, survival rate is 98.5%; and

WHEREAS, steps such as maintaining a healthy weight, staying physically active, eating fruits and vegetables, abstaining from smoking and limiting alcohol consumption can reduce the risk of breast cancer; and

WHEREAS, the City of Santa Fe Springs is proud to partner with the Abigail Barraza Foundation to celebrate Breast Cancer Awareness Month in Santa Fe Springs by hosting Fashion Fridays during its summer concert series and “painting the town pink;” and

WHEREAS, this October, the City of Santa Fe Springs celebrates the progress and advancements that have been made due to this national campaign;

NOW, THEREFORE, be it resolved that the City Council of the City of Santa Fe Springs hereby proclaims October 2019 as

“BREAST CANCER AWARENESS MONTH”

in the City of Santa Fe Springs, and encourage all citizens to educate themselves about this disease and spread the word about the importance of mammograms for early breast cancer detection. Furthermore, I call upon all community members to get involved and help increase breast cancer awareness by wearing pink this month or displaying a pink ribbon.

DATED this 26 day of September 2019

MAYOR JUANITA TRUJILLO

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



PRESENTATION

Proclaiming October 6-12, 2019 as "Fire Prevention Week"

RECOMMENDATION

Proclaim the week of October 6, 2019 "Fire Prevention Week"

BACKGROUND

Since 1922, Fire Prevention Week has been celebrated in October. Originally, Fire Prevention Week was established to commemorate the Great Chicago Fire in 1871 that tragically took over 250 lives and burned over 17,400 structures. In 1962, the focus of Fire Prevention week changed, and henceforth has been observed to remind the public of the importance of fire prevention.

Each year, people are injured and killed in fire related accidents and disasters. These injuries, deaths and loss of property can be reduced and even prevented by making our homes safe from fire.

The Department of Fire Rescue encourages everyone to follow the theme of this year's campaign for fire safety. "Not every hero wears a cape. Plan and practice your escape!" The goal is to identify ways to keep your homes and workplace safe. Fire Prevention Week also serves as a reminder to practice your home fire escape plan and to make sure your smoke detectors are under ten years old and functioning properly.

This year's theme reinforces the importance of why everyone needs to have a home escape plan.

Below are some tips on how to make a Home Fire Escape Plan:

- Draw a map of your home and review it with all members of your household, marking two exits from each room and a path to the outside from each exit.
- Practice your home fire drill twice a year. Conduct one at night and one during the day with everyone in your home, and practice using different ways out.
- Teach children how to escape on their own in case you can't help them.
- Make sure the street number for your home is clearly marked and easy for the fire department to find.
- Close doors behind you as you leave – this may slow the spread of smoke, heat, and fire.
- Once you get outside, stay outside. Never go back inside a burning building.



City of Santa Fe Springs

City Council Meeting

September 26, 2019

As a reminder, the City Council is assisting the residents of Santa Fe Springs in being fire safe by providing one free smoke detector to each Santa Fe Springs residence. Smoke detectors will be available at Santa Fe Springs Headquarters Fire Station and during the Fire Department Open House at Station Four scheduled for Saturday, October 12, 2019.

The Mayor may wish to call upon Fire Chief Brent Hayward and members of the Department of Fire-Rescue to assist with the presentation.

Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation
2. Home Fire Escape Plan Guide

WHEREAS, the City of Santa Fe Springs Department of Fire-Rescue has been committed to ensuring the safety and security of all those living, working and passing through our City daily for over 60 years; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of fires and home fire injuries, while heating equipment and smoking are the leading cause of home fire deaths; and

WHEREAS, the Santa Fe Springs Department of Fire-Rescue is responsive to public education measures and dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, as it has been found residents who have planned and practiced a home escape plan will be more likely to survive a fire; and

WHEREAS, the 2019 Fire Prevention Week serves to remind us all of simple actions we can take to stay safer from fire during Fire Prevention Week and year-round;

NOW, THEREFORE, be it resolved that I, Juanita Trujillo, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim October 6-12, 2019 as

Fire Prevention Week

in the City of Santa Fe Springs, and urge all people to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2019, and to support the public safety activities and efforts of the City's fire and emergency services.

Dated this 26th day of September, 2019.

Juanita Trujillo, Mayor

ATTEST:

Janet Martinez, City Clerk

How to make a Home Fire Escape Plan



FIRE PREVENTION WEEK™

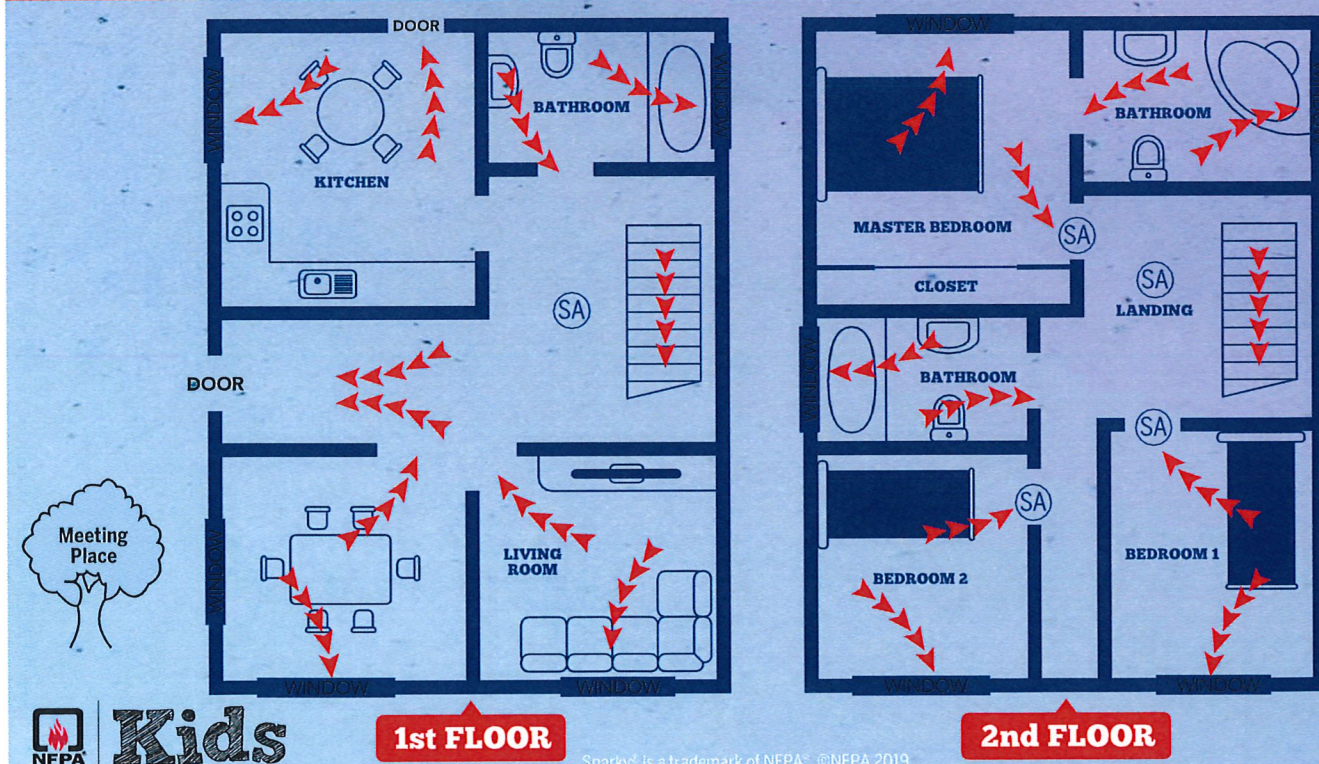
NFPA® — The Official Sponsor of Fire Prevention Week Since 1922



Visit Sparky.org
for more activities!

- ☐ Draw a map of your home. Show all doors and windows.
- ☐ Visit each room. Find two ways out.
- ☐ All windows and doors should open easily. You should be able to use them to get outside.
- ☐ Make sure your home has smoke alarms. Push the test button to make sure each alarm is working.
- ☐ Pick a meeting place outside. It should be in front of your home. Everyone will meet at the meeting place.
- ☐ Make sure your house or building number can be seen from the street.
- ☐ Talk about your plan with everyone in your home.
- ☐ Learn the emergency phone number for your fire department.
- ☐ Practice your home fire drill!
- ☐ Make your own home fire escape plan using the grid provided on page 2.

Sample Escape Plan



Sparky® is a trademark of NFPA® ©NFPA 2019

How to make a Home Fire Escape Plan

**FIRE PREVENTION WEEK™**

Visit **Sparky.org**
for more activities!

- Draw a floor plan or a map of your home. Show all **doors** and **windows**.
- Mark **two ways out** of each room.
- Mark all of the **smoke alarms** with (SA). Smoke alarms should be in each sleeping room, outside each sleeping area, and on every level of the home.
- Pick a family **meeting place** outside where everyone can meet.
- Remember, **practice** your plan at least **twice a year!**

[illegible]

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PRESENTATION

Proclaiming the Month of October 2019 as "National Community Planning Month."

RECOMMENDATION

Proclaim the month of October 2019 as "National Community Planning Month" in Santa Fe Springs.

BACKGROUND

Each year the American Planning Association, its members, chapters, divisions and professional institute sponsor National Community Planning Month to raise visibility of the important role of planners and planning in communities across the United States. It is also a way to celebrate the benefits of planning within our communities.

The way a community is planned, from land development, transportation options, or community design, impacts the individual's living there. Planners, working with policy makers, public health professionals, environmental health scientists, transportation engineers, educators and other community members, can work to create healthier communities, eliminating adverse conditions and building better places.

This year's theme, *Planning for Infrastructure That Benefits All*, highlights how well-planned infrastructure projects (including roadways, transportation systems, housing, parks, and even broadband networks) strengthen communities, boost the economy, expand opportunity, and promote equitable development.

The Mayor may wish to call upon Wayne M. Morrell, Director of Planning, to receive the proclamation.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a stylized flourish.

Raymond R. Cruz
City Manager

Attachment:

1. Proclamation for National Community Planning Month

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of Planning Commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Santa Fe Springs; and

WHEREAS, we recognize the many valuable contributions made by the Planning Department of the City of Santa Fe Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim the month of October 2019 as

“National Community Planning Month”

Adopted this 26th day of September, 2019.

Juanita Trujillo, MAYOR

ATTEST:

Janet Martinez, CMC, CITY CLERK

September 26, 2019



City of Santa Fe Springs

City Council Meeting

PRESENTATION

Proclaiming October 2, 2019 as "Walk to School Day"

RECOMMENDATION

- Proclaim October 2, 2019 as "Walk to School Day" in Santa Fe Springs.

BACKGROUND

For the last four years, the City of Santa Fe Springs has partnered with Little Lake City and Los Nietos School Districts to participate in the annual Walk to School Day. Walk to School Day is an annual one-day event aimed at building awareness for the need for walkable communities. The event promotes and celebrates safety, healthier habits, a cleaner environment, and most importantly, brings the community together. As a Healthy Eating Active Living City (HEAL), this event educates and empowers the community to improve and maintain overall health and well-being and to advocate for a healthy community culture.

This year, Walk to School Day will take place on Wednesday, October 2, 2019 and will be led by the Community Services and Police Services Departments. Five elementary schools will be participating – Rancho Santa Gertrudes, Jersey Avenue, Cresson, Lakeview, and Lakeland. We anticipate close to 500 5th and 6th grade students, teachers, parent volunteers, and staff to participate in this year's event.

The Mayor may wish to call upon Joyce Ryan, Library Services Division Director, to assist with the presentation.

Superintendents Dr. Crean of Little Lake City and Jonathan Vasquez of Los Nietos School Districts are present to accept the proclamation.

Raymond R. Cruz
City Manager

Attachment(s):

1. Proclamation for Walk to School Day 2019

WHEREAS, lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents, caregivers, and educators is to teach children about pedestrian safety; and

WHEREAS, community members and leaders should make a plan to make changes to enable children to safely walk and bicycle in our communities; and

WHEREAS, children, parents, community leaders, teachers, and Law Enforcement around the world are joining together to walk to school to raise awareness for the need for walkable communities.

NOW, THEREFORE, be it resolved that the City Council of the City of Santa Fe Springs, hereby proclaim October 2, 2019 as

“WALK TO SCHOOL DAY”

in the City of Santa Fe Springs and encourage everyone to consider the safety and health of children today and every day.

DATED this 26 day of September 2019

MAYOR JUANITA TRUJILLO

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 20A

September 26, 2019

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Rounds
Beautification	5	Rodriguez
Beautification	2	Zamora
Beautification	1	Trujillo
Family & Human Services	1	Mora
Family & Human Services	1	Rodriguez
Heritage Arts	1	Mora
Historical	3	Mora
Historical	3	Rodriguez
Historical	2	Zamora
Historical	3	Trujillo
Parks & Recreation	3	Zamora
Parks & Recreation	1	Rounds
Parks & Recreation	1	Rodriguez
Parks & Recreation	3	Trujillo
Senior	3	Mora
Senior	1	Zamora
Senior	4	Trujillo
Sister City	1	Mora
Sister City	3	Rodriguez
Sister City	3	Zamora
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	1	Rodriguez

Applications Received: None

Recent Actions: Aaron D. Doss was appointed to the Youth Leadership Committee.

A. J. Hayes was removed from the Heritage Arts Advisory Committee.

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

Report Submitted by: Janet Martinez
City Clerk

Date of Report: September 18, 2019

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

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

Membership: 25 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Juliet Ray	(20)
	Guadalupe Placencia	(21)
	Francis Carbajal	(20)
	Eileen Ridge	(21)
	Jeannie Hale	(21)
Zamora	Annette Ramirez	(20)
	Charlotte Zevallos	(20)
	Doris Yarwood	(20)
	Vacant	(21)
	Vacant	(21)
Rounds	Vacant	(20)
	Jeanette Lizaraga	(20)
	Mary Arias	(21)
	Vacant	(21)
	Vacant	(21)
Rodriguez	Vacant	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Jacqueline Martinez	(20)
	AJ Hayes	(20)
	Vacant	(21)
	Debra Cabrera	(21)
	Kay Gomez	(20)

**Indicates person currently serves on three committees*

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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Martha Villanueva	(20)
	Vacant	(20)
	Miriam Herrera	(21)
Zamora	Gaby Garcia	(20)
	Tina Delgado	(21)
	Gilbert Aguirre	(21)
Rounds	Dolores Duran	(20)
	Janie Aguirre	(21)
	Peggy Radoumis	(21)
Rodriguez	Vacant	(20)
	Elena Lopez	(20)
	Hilda Zamora	(21)
Trujillo	Dolores H. Romero*	(20)
	Laurie Rios	(20)
	Bonnie Fox	(21)

Organizational Representatives: Nancy Stowe
(Up to 5) Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Vacant	6/30/2021
Zamora	Larry Oblea	6/30/2020
Rounds	Richard Moore	6/30/2021
Rodriguez	Francis Carbajal	6/30/2021
Trujillo	Laurie Rios	6/30/2021

Committee Representatives

Beautification Committee	Jacqueline Martinez	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

Council Liaison	Bill Rounds
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*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

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

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Vacant	(20)
	Tony Reyes	(20)
	Vacant	(21)
	Vacant	(21)
Zamora	Francis Carbajal	(21)
	Vacant	(21)
	Vacant	(20)
	Larry Oblea	(20)
Rounds	Linda Vallejo	(20)
	Adrienne Matte	(20)
	Mark Scoggins*	(21)
	Jeannette Lizarraga	(21)
Rodriguez	Vacant	(20)
	Vacant	(21)
	Vacant	(20)
	Sally Gaitan	(21)
Trujillo	Vacant	(20)
	Vacant	(20)
	Merrie Hathaway	(21)
	Vacant	(21)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Joe Avila	(20)
	Adrian Romero	(21)
	William Logan	(21)
	Ralph Aranda	(21)
	Kurt Hamra	(21)
Zamora	Michael Givens	(20)
	Vacant	(20)
	Frank Aguayo, Sr.	(20)
	Vacant	(21)
	Vacant	(21)
Rounds	Kenneth Arnold	(20)
	Mary Anderson	(20)
	Vacant	(20)
	Tim Arnold	(21)
	Mark Scoggins*	(21)
Rodriguez	Vacant	(20)
	Priscilla Rodriguez	(20)
	Lisa Garcia	(21)
	Sylvia Perez	(20)
	David Diaz-Infante	(21)
Trujillo	Dolores Romero	(21)
	Andrea Lopez	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(20)

**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 JUNE 30 OF
Council	Angel Munoz	6/30/2019
	Ron Biggs	6/30/2019
Personnel Advisory Board	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2019
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

updated 10/17/17

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

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

Membership: 5

APPOINTED BY

NAME

Mora

Ken Arnold

Rounds

Ralph Aranda

Rodriguez

Francis Carbajal

Trujillo

Frank Ybarra

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

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Paul Nakamura	(20)
	Astrid Shesterkin	(21)
	Vacant	(21)
	Vacant	(20)
	Vacant	(20)
Zamora	Dolores Duran	(20)
	Elena Lopez Armendariz	(20)
	Josefina Lara	(20)
	Amelia Acosta	(21)
	Vacant	(21)
Rounds	Sally Gaitan	(20)
	Bonnie Fox	(20)
	Gilbert Aguirre	(21)
	Lorena Huitron	(21)
	Janie Aguirre	(21)
Rodriguez	Yoko Nakamura	(20)
	Linda Vallejo	(20)
	Hilda Zamora	(21)
	Martha Villanueva	(20)
	Delia Chavez	(20)
Trujillo	Eduardo Duran	(20)
	Vacant	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Mora	Martha Villanueva	(20)
	Vacant	(20)
	Laurie Rios	(21)
	Peggy Radoumis	(21)
	Francis Carbajal	(21)
Zamora	Charlotte Zevallos	(20)
	Vacant	(20)
	Vacant	(21)
	Doris Yarwood	(21)
	Vacant	(21)
Rounds	Manny Zevallos	(20)
	Susan Johnston	(20)
	Jacqueline Martinez	(20)
	Vacant	(20)
	Vacant	(21)
Rodriguez	Jeannette Wolfe	(20)
	Kayla Perez	(20)
	Vacant	(21)
	Vacant	(21)
	Vacant	(21)
Trujillo	Beverly Radoumis	(20)
	Andrea Lopez	(20)
	Vacant	(21)
	Marcella Obregon	(21)
	Vacant	(21)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

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

APPOINTED BY

NAME

Mora

Bryan Collins

Rounds

Johana Coca

Rodriguez

Felix Miranda

Trujillo

Linda Vallejo

Zamora

Nancy Romo

*Albert Hayes removed on 7/19/17

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

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Mora	Kharisma Ruiz	(20)
	Destiny Cornejo	(21)
	Zachary Varela	(20)
	Jazmine A. Duque	(21)
Zamora	Joseph Casillas	(20)
	Savanna Aguayo	(21)
	Valerie Melendez	(21)
	Christian Zamora	(21)
Rounds	Abraham Walters	(21)
	Aaron D. Doss	(21)
	Vacant	
	Vacant	
Rodriguez	Angel M. Corona	(21)
	Jasmine Rodriguez	(21)
	Vacant	
	Jennifer Centeno Tobar	(21)
Trujillo	Bernardo Landin	(20)
	Isaac Aguilar	(21)
	Andrew Bojorquez	(20)
	Alan Avalos	(21)