



AGENDA

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

June 11, 2020
6:00 P.M.

VIA TELECONFERENCE

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

******GOVERNOR'S EXECUTIVE ORDER N-29-20******
****REGARDING CORONAVIRUS COVID-19****

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

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

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

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

Zoom Meeting ID: 521620472 Password: 659847

Telephonically: Dial: 888-475-4499 Meeting ID: 521620472

Public Participation: You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

1. CALL TO ORDER

2. ROLL CALL

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

- 3. PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the May 14, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the May 14, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

- a. Minutes of the May 14, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles

only, pursuant to California Government Code Section 36934.

- c. Status Update for the Appeal of a Denial Involving an Application for a Conditional Use Permit (CUP Case No. 795), five (5) Zone Variances (ZV Case No. 82 and 84-87) and a Development Agreement (DA 01-2020), filed by Becker Boards, on a Parcel Located at 13539 Freeway Drive (APN: 8069-016-006) (Planning)

Recommendation:

- Receive and file the report.

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

7. Categorically Exempt – CEQA Guidelines Section 15282(h)
Zoning Text Amendment – Accessory Dwelling Unit

Ordinance No. 1110: An ordinance of the City of Santa Fe Springs Amending Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code Relating to the Construction of Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones. (City of Santa Fe Springs)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1110 and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Land Use Regulations are consistent with the City's General Plan; and
- Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding land use requirements for Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones.

NEW BUSINESS

8. Introduction and Discussion of City's Proposed Fiscal Year 2020-21 Budget and Related Items (Finance)

Recommendation:

- Provide staff direction regarding revenue and expenditure matters included in the Fiscal Year 2020-21 proposed budget.

9. Approval of In-Kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2020-2021 (Community Services)

Recommendation:

- Approve In-Kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2020-21; and
- Authorize the Mayor to execute the In-kind Services Agreement.

10. Amendment Number Two to Lease Agreements between the City of Santa Fe Springs and Options for Learning at Gus Velasco Neighborhood Center and the Los Nietos Childcare Center (Community Services)
Recommendation:
 - Approve Amendment Number Two to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center; and
 - Authorize the Mayor to execute Amendment Number Two to Lease Agreement.
11. Resolution Nos. 9675, 9676 and 9677 - Pertaining to the City's General Municipal Election to be held Tuesday, November 3, 2020 (City Clerk)
Recommendation:
 - Adopt Resolution No. 9675, 9676, and 9677 which pertain to the City's General Municipal Election to be held Tuesday, November 3, 2020.
12. Resolution No. 9678 – Approving Use of Senate Bill 1 Funds (Fiscal Year 2020/21) for Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) Project (Public Works)
Recommendation:
 - Adopt Resolution No. 9678 approving the Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) Project to be partially funded by Senate Bill SB-1, the Road Repair and Accountability Act; and
 - Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.
13. I-605 Arterial Intersections Right-of-Way Acquisition Services – Contract Amendment (Public Works)
Recommendation:
 - Approve Contract Amendment Number One with CPSI in the amount of \$17,815 to provide Right-of-Way Acquisition Services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project; and
 - Authorize the Mayor to execute Contract Amendment Number One.
14. Landscape Maintenance Services: Award of Contract (Public Works)
Recommendation:
 - Accept the proposals;
 - Award a contract to Merchants Landscape Services, Inc. of Santa Ana, California, for the annual amount of \$899,792.16; and
 - Authorize the Mayor to execute Agreement.

15. Rosecrans / Marquardt Grade Separation Project: Traffic Signal and Street Light Conduit Relocation – Award of Contract (Public Works)

Recommendation:

- Accept the bids;
- Award a contract to DB Electric, Inc. of Eastvale, California, in the amount of \$38,799.00; and
- Authorize the Mayor to execute the Agreement with DB Electric, Inc.

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

17. **COUNCIL COMMENTS**

RECESS TO CLOSED SESSION [will not take place on Zoom or over telephone]

CLOSED SESSION

18. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

19. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

20. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

CLOSED SESSION

21. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

RECONVENE MEETING [on Zoom and over telephone]

22. **CLOSED SESSION REPORT**

23. **ADJOURNMENT**

City of Santa Fe Springs
Regular Meetings

June 11, 2020

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.

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


for Janet Martinez, CMC, City Clerk

June 4, 2020
Date Posted

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6A

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 6A



City of Santa Fe Springs

City Council Meeting

June 11, 2020

CONSENT AGENDA

Minutes of the May 14, 2020 Regular City Council Meetings

RECOMMENDATION(S)

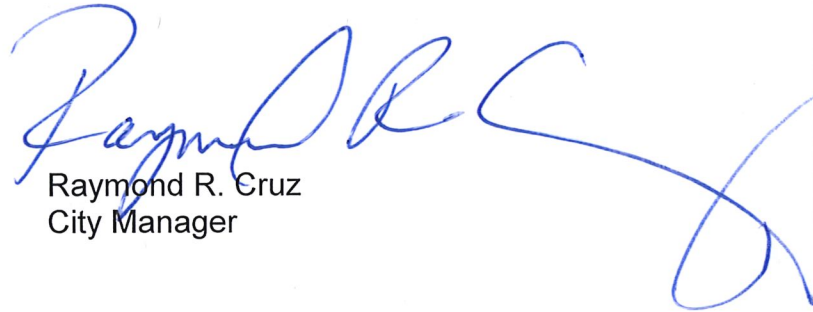
- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- May 14, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.


Raymond R. Cruz
City Manager

Attachments:

1. May 14, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

May 14, 2020

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order via teleconference at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

Minutes of the April 9, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

5. **CONSENT AGENDA**

Minutes of the April 9, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the April 9, 2020 Regular City Council Meeting (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Proclaiming the Month of April 2020 as DMV/Donate Life Month in Santa Fe Springs (City Clerk)
Recommendation:
 - Proclaim the Month of April 2020 as "DMV/Donate Life Month".
- c. Agreement for Legal Services for Land Acquisition by Eminent Domain for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project (Public Works)
Recommendation:
 - Approval of the Agreement between the City of Santa Fe Springs, City of La Mirada and Jones & Mayer for legal services for land acquisition by Eminent Domain; and
 - Authorize the City Manager to Execute the Agreement for Legal Services.
- d. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code Section 8630) (City Attorney)
Recommendation:
 - Adopt Resolution No. 9672
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to approve Items Nos. 6A, 6B, 6C, and 6D, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

PUBLIC HEARING

7. Adoption of Resolution No. 9670 to amend the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map (Planning)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding Resolution No. 9670 and, after receiving all public comments, close the Public Hearing; and
- Find and determine that an action to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties designated as Business

Park, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3)-Activities Covered by General Rule; and

- Adopt Resolution No. 9670, which incorporates the City Council's findings and recommendation regarding this matter.

Mayor Rounds opened the public hearing at: 6:04 p.m.

There was no one present wishing to speak during public hearing.

Mayor Rounds closed the public hearing at: 6:04 p.m.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to find and determine that an action to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties designated as Business Park, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3)-Activities Covered by General Rule, and adopt Resolution No. 9670, which incorporates the City Council's findings and recommendation regarding this matter, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

NEW BUSINESS

8. Replacement of Baseball/Basketball Scoreboards and Basketball Backboards and Rims – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Grant from Los Angeles County (Fiscal Year 2019/20) in the amount of \$150,000 to fund City parks projects;
- Authorize the Mayor to execute the Social Program Agreement with Los Angeles County;
- Transfer the remaining balance of \$59,500 from the Basketball, Tennis, and Handball Courts Resurfacing project (Los Angeles County Grant Fiscal Year 2018/19) PW190004 to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards / Rims project PW200102;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve the Grant from Los Angeles County (Fiscal Year 2019/20) in the amount of \$150,000 to fund City parks projects, authorize the Mayor to execute the Social Program Agreement with Los Angeles County, transfer the remaining balance of \$59,500 from the Basketball, Tennis, and Handball Courts Resurfacing project (Los Angeles County Grant Fiscal Year 2018/19) PW190004 to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards / Rims project PW200102, approve the Plans and Specifications, and authorize the City Engineer

to advertise for construction bids, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

9. Lakeland and Meyer Road Improvements – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

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

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Rodriguez, to approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

10. Extending Joint Powers Agreement between the City of Santa Fe Springs and SEAACA (Police Services)

Recommendation:

- Approve and extend the Southeast Area Animal Control Authority Joint Powers Agreement to June 30, 2035; and
- Authorize the Mayor to execute the Joint Powers Agreement with SEAACA.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve and extend the Southeast Area Animal Control Authority Joint Powers Agreement to June 30, 2035, and authorize the Mayor to execute the Joint Powers Agreement with SEAACA, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

11. Resolution No. 9671 – Authorizing Submittal of a Grant Application to the State of California Department of Housing and Community Development for the Local Early Action Planning (LEAP) Grants Program (Planning)

Recommendation:

- Adopt Resolution No. 9671; and
- Authorize the Mayor or designee to execute all necessary documents for the LEAP Grants Program, and if awarded, accept, and administer the grant, including any renewals.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Mora, to adopt Resolution No. 9671, and authorize the Mayor or designee to execute all necessary documents for the LEAP Grants Program, and if awarded, accept, and administer the grant, including any renewals, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: Zamora
Absent: None

12. Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2020 (Finance)

Recommendation:

- Receive and file the report.

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

Councilmember Zamora asked how long PFM has been managing the City's financial portfolio. He also asked as to the reasoning for presenting the treasurer's report as a standalone item as opposed to the standard format of presenting it as a consent item.

Director Hickey responded that PFM had begun in January 2016. He also stated that the treasurer's report was presented as a standalone item due to the recent market volatility and thought it would be best to provide a presentation so that Council could ask questions if necessary.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to receive and file the report, by the following vote:

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

13. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about the 2 month period of the Stay at Home order. He commended the IT Department for assisting the City employees with working from home. He also spoke about beginning to draft a plan to have City employees return back to work in some capacity safely starting on June 1st. He also spoke about currently having meetings with City Council and budget committees regarding the annual budget. He spoke about moving forward with the annual Fireworks Booth Lottery and the social distancing requirements in regards to operating them. Lastly, she spoke about Santa Fe Springs Chamber of Commerce Christy Lindsay's retirement.
- Director of Public Works, Noe Negrete spoke about the progress of the Florence Avenue Widening Project.
- Director of Planning, Wayne Morrell spoke about the property on Norwalk Blvd and Telegraph Rd along with the preliminary proposals on how to develop the area. He also spoke about the property directly across the street along with a suggested proposal.
- Director of Police Services, Dino Torres spoke about the Department of Police Services continuing to issue citations for street sweeping starting next week. He reported that The Special Olympics torch run has been postponed to a later date. Lastly, he reported that Code Enforcement is continuing to monitor for bulky items left over after trash collection dates.

- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City and what precautions first responders are taking. He also spoke about working with the City Manager's staff to coordinate with TNT on the Fireworks Booth Lottery. Lastly, he spoke about the USAF Thunderbirds that will be flying over key hospitals within the U.S. as a tribute to frontline workers and medical staff that treat COVID-19.
- Director of Finance, Travis Hickey spoke about an article highlighting the financial downfalls cities are likely to face due to COVID-19, pointing out that Santa Fe Springs was specifically cited.
- Director of Community Services, Maricela Balderas spoke about the Virtual Prom on May 8th. Discounts were provided to students by local businesses on food orders, and a photographer was also sent to take pictures of students in front of their homes. She also spoke about city case workers working to get seniors connected with meal delivery programs. She also reported that the City Library will continue with their online book group and other activities. The Summer Reading Program will also be going digital. She also stated that Virtual Youth Soccer and Virtual Summer Camp registrations will begin this week and next week, respectively. Lastly, she wished the City a Happy 63rd Birthday.

14. COUNCIL COMMENTS

Councilmember Rodriguez wished everyone a Happy Mother's Day, and reported that the Santa Fe Springs Women's Club donated goods to local homeless advocate groups. She congratulated Christy Lindsay on her retirement and thanked the Police Services Department for all of their hard work. She also thanked Fire Chief Hayward for important updates. She also thanked IT for their support to City staff and expressed that working remotely from home could be the new norm and encouraged the City to look into it. Lastly, she thanked the first responders.

Councilmember Trujillo expressed her longing to return back to City Hall. She also thanked the Public Safety Officers for continuing to monitor the streets for trash violations in an effort to improve the cleanliness of the City. Lastly, she thanked City staff for their hard work

Councilmember Zamora thanked all the City employees for their hard work and encouraged communication among staff. He expressed gratitude to essential workers working to fight COVID-19.

Mayor Pro Tem Mora expressed gratitude for all the frontline staff around the City and the State. He also thanked City staff for continuing to service the residents, congratulated Christy Lindsay on her retirement, and expressed his eagerness to getting over the pandemic.

Mayor Rounds commended City Manager Ray Cruz on his reporting and efforts during the pandemic. He also thanked the executive team members for being creative and

thanked the employees that are working from home.

CLOSED SESSION

15. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

16. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

17. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

CLOSED SESSION

18. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Mayor Rounds recessed the meetings at 7:12 p.m.

Mayor Rounds convened the meeting at 9:07 p.m.

19. CLOSED SESSION REPORT

City Attorney, Ivy M. Tsai, provided a report on the closed session items: Direction was given to staff and no reportable action was taken.

20. ADJOURNMENT

Mayor Rounds adjourned the meeting at 9:07 p.m.

ATTEST:

Janet Martinez, City Clerk

William K. Rounds, Mayor

Date



City of Santa Fe Springs

City Council Meeting

Item No. 6B

June 11, 2020

CONSENT AGENDA

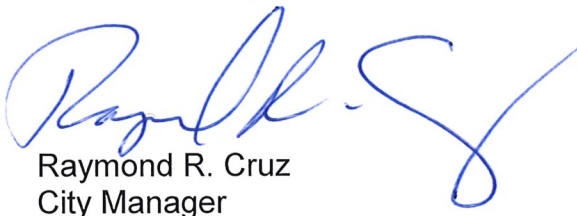
General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934

RECOMMENDATION(S)

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

BACKGROUND

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


Raymond R. Cruz
City Manager

Attachment(s):

None



CONSENT AGENDA

Status update for the appeal of a denial involving an application for a Conditional Use Permit (CUP Case No. 795), five (5) Zone Variances (ZV Case Nos. 82 and 84-87) and a Development Agreement (DA 01-2020), filed by Becker Boards, on a parcel located at 13539 Freeway Drive (APN: 8069-016-006)

RECOMMENDATION

- Receive and file the report.

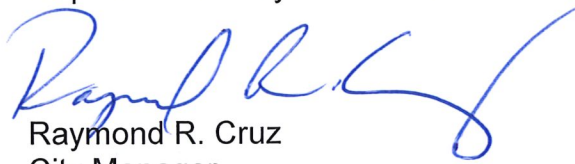
BACKGROUND

This report is for informational purposes only.

On February 13, 2020, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to the subject applications on property located 13539 Freeway Drive. The appeal, submitted by Becker Boards, was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Regulations.

On March 12, 2020, in accordance with Section 155.866 of the City's Zoning Ordinance, the City Council unanimously voted in favor of setting the appeal matter as a public hearing before itself. The public hearing was originally scheduled for the April 9th City Council meeting to allow the City Council to consider the subject appeal. However, due to health concerns and travel limitations surrounding the Covid-19 (coronavirus) outbreak, the appellant has continued to request that the matter be postponed. The matter was first postponed until the May 28th City Council meeting, and subsequently to the June 11th City Council Meeting.

On May 20, 2020, to ensure that Staff had sufficient time to send out the public hearing notice, staff followed-up with the appellant to confirm if they should continue to move forward with setting the public hearing for the June 11th City Council meeting. Without providing any particular reason, the appellant has asked that this matter be further postponed until the June 25th City Council meeting. Staff will reach out to the appellant prior to sending out the required Public Hearing notice for the June 25th meeting. If further postponement is requested, staff will provide the City Council with a subsequent update.


Raymond R. Cruz
City Manager

Attachments:

1. May 20, 2020 e-mail from applicant's representative, Danielle Hayman.

Cuong H. Nguyen

From: Danielle Hayman <dhayman@beckerboards.com>
Sent: Wednesday, May 20, 2020 11:24 AM
To: Cuong H. Nguyen
Cc: Joseph White; Mark Becker
Subject: Re: Appeal Submittal Request for 13539 Freeway Dr. Santa Fe Springs, CA 90670

Hi Cuong,

Thank you, we would like to push the hearing to Thursday, June 25, 2020.

Thank you,

Danielle Hayman
818-943-0080

On May 20, 2020, at 9:27 AM, Cuong H. Nguyen <CuongNguyen@santafesprings.org> wrote:

Danielle – Attached is the staff report and related attachment for the upcoming City Council agenda. As you will find, we have postponed the appeal matter to June 11th at your request.

At this time, due to the upcoming Memorial Day holiday, I need to confirm if the June 11th date is definitive as soon as possible. Because of the holiday impact, the city clerk has informed me that public hearing notices for the June 11th meeting must go out this coming Friday, if not earlier. With that said, at your earliest convenience, can you please send me a reply to let me know if we should move forward with setting the appeal matter for a public hearing on June 11th. If not, please provide an alternative meeting date so that I can update our City Council.

In case you would like to further postpone the matter, below are the next four scheduled City Council meetings (*following the June 11th meeting*):

- Thursday, June 25, 2020
- Thursday, July 9, 2020
- Thursday, July 23, 2020
- Thursday, August 13, 2020

Let me know if you have any questions. Thanks.

Cuong Nguyen | Senior Planner
City of Santa Fe Springs | Planning Department
11710 Telegraph Road | Santa Fe Springs, CA 90670
(562) 868-0511, Ext 7359 | (562) 868-7112 Fax
cuongnguyen@santafesprings.org | www.santafesprings.org

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PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

Categorically Exempt – CEQA Guidelines Section 15282(h)

Zoning Text Amendment – Accessory Dwelling Unit

Ordinance No. 1110: An ordinance of the City of Santa Fe Springs Amending Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code Relating to the Construction of Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones. (City of Santa Fe Springs)

RECOMMENDATIONS:

- Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1110 and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Land Use Regulations are consistent with the City's General Plan; and
- Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding land use requirements for Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones.

BACKGROUND

The State of California enacted Government Code Section 65852.2 in 1982, establishing a mandate that every local agency adopt provisions for permitting secondary dwelling units. The intent of the legislation was to encourage housing for extended family members and to increase the availability of rental housing. In 2003, Assembly Bill 1866 was adopted, requiring all local governments to allow secondary dwelling units within single-family residential zones. In February 2016, Senator Wieckowski introduced Senate Bill 1069 and Assembly member Bloom introduced Assembly Bill 2299 which proposed specific amendments to State law to promote the production of secondary dwelling units, herein forth referred to as "accessory" dwelling units. Also, in 2016, Assembly member Thurmond introduced AB 2406 to add provisions for the creation of junior accessory dwelling units. All three of these bills ultimately passed and became law.

During the last legislative session there were a number of bills enacted relating to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU). The Legislature has further restricted local control and mandated new requirements, including the approval of junior accessory dwelling units which is a unit of no more than 500 square feet contained within a single-family dwelling. If a city does not have an accessory dwelling unit ordinance that is compliant with

State law, then any applications submitted will be processed under the State law requirements without any local input. As the new law had gone into effect on January 1, 2020, it is now necessary to adopt these changes through an Ordinance to reactively retain some local standards and design controls that were not otherwise dictated by State law.

It is noted that the ordinance presented by staff reflects previous directives from the Department of Housing and Community Development (“HCD”) and the Legislature’s overriding intent to deal with California’s housing crisis during this past legislative session.

ANALYSIS

Santa Fe Springs' existing Zoning Ordinance provisions applicable to accessory dwelling units (Section 155.644) and junior accessory dwelling units (Section 155.644.1) are affected by these legislations to the extent that a local ordinance imposes requirements beyond those specifically allowed by State law, those local provisions were superseded as of January 1, 2020. The two primary bills that impacted accessory dwelling units were AB 68 and AB 881. The following is a brief summary of each of the two bills that take effect January 1, 2020.

Summary of AB 68 (Ting)

Under AB 68, local agencies will be required to ministerially approve one ADU and one Junior ADU (JADU) (defined as a unit no more than 500 square feet in size and contained entirely within an existing single-family structure) per lot that is within an existing structure; one detached ADU within a proposed (new construction) or existing structure or the same footprint as the existing structure, along with one JADU; multiple ADUs within existing multifamily structures; or two detached ADUs on a multifamily lot. AB 68 also require the local agencies to allow up to 25% of the existing multifamily dwelling unit to construct an ADU.

AB 68 also eliminate the requirement for owner occupancy of either the primary dwelling or the ADU. The bill also strengthens the existing requirement that ADUs be used for rental terms of at least 30 days by requiring that local governments mandate 30-day minimum rentals for ADUs.

AB 68 also prohibit local agencies from enacting ADU ordinances that would do the following:

- Impose requirements on lot coverage or minimum lot size.
- Allow more than 60 days to ministerially approve an ADU or JADU permit application if there is an existing single-family or multifamily dwelling on the lot.

- Set a maximum ADU size that does not allow an ADU of at least 800 square feet and 16 feet in height.
- Require replacement parking when a garage, carport, or covered parking structure is demolished to create an ADU, or is converted to an ADU.
- Require a setback for ADUs within existing structures, and new ADUs located in the same location and footprint as existing structures, and no more than a four-foot side and rear yard setback.
- Require, as a condition for ministerial approval of an application, correction of physical conditions that do not conform with current zoning standards.

Summary of AB 881 (Bloom)

This bill made a number of changes to the ADU provisions by the following:

- ADUs must now be allowed in all residential zones, albeit with some limitations. Additionally, in certain circumstances they are also required to be located in mixed-use zones.
- All ADUs, as well as JADUs, must be approved within 60 days if they meet the ministerial requirements. If the ADU or JADU is being proposed in conjunction with a new primary structure, the approval may be delayed until the accessory structure is approved.
- The grounds on which ADUs may be denied are now limited to water, sewer, traffic flow and public safety.
- The City may no longer have a minimum lot size for lots on which ADUs must be allowed. This will eliminate the existing requirement for a 5,000 square foot minimum lot size. In reality, this should make little difference for the City of Santa Fe Springs because 5,000 square feet is the minimum required lot size in the City.
- The law has been clarified to provide that ADUs must be allowed within a proposed or existing primary dwelling, in addition to being attached or detached. The difference between an interior ADU and a JADU would primarily be the size. JADU is defined as a unit no more than 500 square feet in size and contained entirely within an existing single-family structure.
- At most, the City may require a four-foot side and rear yard setback. No setbacks may be required if the ADU is being converted from or

constructed in the exact same location as a permitted accessory structure, including a garage. Garage conversions are mandatory and no replacement parking can be required for a garage that is removed as part of creating an ADU.

- Because of this, the proposed Ordinance includes amendments to require that all accessory structures, except garages, to have at least a four-foot setback. This will eliminate the potential for zero lot line accessory building conversions in the future.
- Through January 1, 2025, the City can no longer impose an owner-occupancy requirement for ADUs and this requirement may not be imposed on any units approved during this time.
- State law has been amended to provide that a City may establish a maximum square footage requirement of 850 square feet for studio and one bedroom units and 1,000 square feet for more than one bedroom. Accordingly, the City has revised its ordinance to impose these standards.
- If the City were to impose a percent limitation based on the existing size of the primary house, such as a 50% limit, it must still allow a ADU that is at least 800 square feet.
- Four category of accessory dwelling units must be approved regardless of any other provisions for an ADU within a residential or mixed-use zone; these are:
 - An ADU within a proposed or existing single-family dwelling when certain conditions are met.
 - A detached ADU that is no more than 800 square feet, no more than 16 feet high, and more than 4 foot side and rear yard setbacks. It should be noted that when this type of ADU is approved; the owner may also have a JADU within the house.
 - ADUs inside a multi-family dwelling in spaces that are not used as habitable spaces, such as storage rooms, boiler rooms, attics, basements, or garages provided the unit complies with the building code standards for dwellings. The City must allow up to 25% of the number of existing units and a minimum of one.
 - Two detached ADUs on a lot with a multifamily dwelling provided that each ADU is no greater than 16 feet in height and has minimum four-foot side and rear yard setbacks. State law does not impose

a minimum size, but staff is recommending that an 800 square foot limit be imposed in these situations.

- For the above four types of units, staff may not require correction of nonconforming zoning conditions.

Other Bills

SB 13 added section 17980.12 to the Health and Safety Code. Under this new requirement, through January 1, 2030, the City must include a notice to owners of ADUs with building code violations that they can seek to defer the corrections if it is not a matter of health and safety. If the City agrees, then enforcement shall be delayed for five years. This only applies to ADUs built before January 1, 2020 or to ADUs built after January 1, 2020 in a city that did not have a compliant ordinance but does have one at the time the request for delay is made.

AB 670 added section 4751 to the Civil Code. This section provides that CC&Rs for lots zoned for single-family residential use may not prohibit or unreasonably restrict the construction or use of an ADU or JADU.

PLANNING COMMISSION CONSIDERATION

At its meeting of May 11, 2020, the City Planning Commission conducted a Public Hearing on a Zoning Text Amendment to amend Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code. After considering the facts contained in the staff report, a presentation provided by staff, and public comment received at the hearing, the Planning Commission (PC) approved a motion to recommend that the City Council approve Zoning Text Amendment – Accessory Dwelling Unit within Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code. Attached is a copy of Resolution No. 155-2020, memorializing the action taken by the City Planning Commission to recommend that the City Council approve the proposed Zoning Text Amendment.

PROPOSED ZONING TEXT AMENDMENT

The proposed text changes are shown underlined and the existing text that is being replaced is shown as a ~~strike through~~.

§ 155.003 DEFINITIONS.

ACCESSORY DWELLING UNIT. Either a detached or attached dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall

include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel or parcels as the primary unit is situated. An accessory dwelling unit may also be located within an existing or proposed primary dwelling unit. An **ACCESSORY DWELLING UNIT** also includes the following:

- (1) An efficiency unit, as defined in Cal. Health and Safety Code § 17958.1.
- (2) A manufactured home, as defined in California Health and Safety Code § 18007.

ACCESSORY DWELLING UNIT, JUNIOR. A junior accessory dwelling unit is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

§ 155.644 ACCESSORY DWELLING UNITS.

(A) *Intent.* In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of accessory dwelling units consistent with Cal. Government Code § 65852.2.

(B) *Interpretation.* In cases of conflict between this section and any other provision of this title, the provisions of this section shall prevail. To the extent that any provision of this section is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

(CB) *Applications:*

(1) Administrative Review: All accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within ~~120~~ 60 days upon presentation of a complete application to build an accessory dwelling unit if the plans conform to the standards and criteria provided in division (C) subsection (D) and (E) of this section. If the accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(2) Fees: Applications for an accessory dwelling unit shall be accompanied by an application fee and shall be subject to applicable inspection and permit fees.

(DG) Accessory dwelling unit standards. The following standards and criteria shall apply to the creation of an accessory dwelling unit:

(1) The accessory dwelling unit shall be allowed only on a lot or parcel in the R-1, Single-Family Residential Zone which is developed only with an existing detached single-family dwelling, or in the R-3, Multiple-Family Residential Zone which is developed with an existing residential dwelling. The accessory dwelling unit shall be allowed only on a lot or parcel that zoned for residential use with an existing or proposed residential dwelling.

(2) There shall not be more than one accessory dwelling unit per lot or parcel, except as specified in subsection F(1)(a) below. that no accessory dwelling unit shall be allowed on any lot or parcel where a guest house or residential facility as defined in Cal. Health and Safety Code § 1502(a)(1) serving six or fewer persons exists.

(3) An accessory dwelling unit that conforms to the development standards of this section is deemed to be an accessory use and/or structure and will not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to conform to the zoning and General Plan.

(4) The lot or parcel proposed for the accessory dwelling unit must contain a minimum area of 5,000 square feet.

(4) The accessory dwelling unit may be attached to or detached from the primary residential dwelling or located within an existing or proposed single-family residence.

(5) The accessory dwelling unit may be attached to or located within the living area of the primary dwelling or detached from the primary dwelling.

(5) Floor Area Standards:

(a) The maximum floor area for an attached or detached accessory dwelling unit shall not exceed 50% of the existing habitable area of the primary residence, not to exceed 640. The detached or attached accessory dwelling unit with one or less bedroom shall not exceed a total floor area of 850 square feet.

(b) The maximum floor area for a detached accessory dwelling unit

shall not exceed 640 square feet and shall not exceed one bedroom. The detached or attached accessory dwelling unit with more than one bedroom shall not exceed a total floor area of 1,000 square feet.

(c) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(d) The minimum floor area for an accessory dwelling unit shall be 150 square feet.

(6) Setback Standard:

(a) The accessory dwelling unit shall comply with all of the property development standards applicable to the specific zone in which it is located the front setback standard applicable to the specific zone in which it is located, unless otherwise modified by this section.

(b) No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit constructed above a garage. The accessory dwelling unit shall set back no less than four feet from the side and rear property line.

(c) Notwithstanding any other provision of this section, no setback shall be required for an existing permitted living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. A setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(7) The accessory dwelling unit shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Accessory dwelling units are not required to provide fire sprinklers if sprinklers are not required for the primary dwelling unit. The accessory dwelling unit shall not be greater than 16 feet in height.

(8) The accessory dwelling unit shall be designed to be architecturally compatible with the primary dwelling. A site plan, elevations and floor plan depicting said architectural compatibility shall be submitted to the Director of Planning and Development for review and approval prior to the issuance of any building permits. The attached or detached accessory dwelling unit shall be

located within, to the rear, or to the side of the existing or proposed primary residence unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage.

~~(9) To maintain the residential character of the neighborhood, there shall not be more than one exterior entrance on the front or on any street-facing side of the accessory dwelling unit. Additionally, no exterior stairway shall be located on the front or on any street-facing side of the accessory dwelling unit. No passageway shall be required in conjunction with construction of an accessory dwelling unit. The accessory dwelling unit shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Accessory dwelling units are not required to provide fire sprinklers are not required for the primary dwelling unit.~~

(10) Manufactured housing is allowed in compliance with the provisions herein; however, mobile homes, trailers and recreational vehicles shall not be used as accessory dwelling units.

(11) In addition to all other required off-street parking, parking requirements for accessory dwelling units shall not exceed one space per unit. Parking may also be located in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that such parking is infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city. Mechanical parking lifts may also be used for replacement parking.

~~(1211) In addition to all other required off-street parking, parking requirements for accessory dwelling units shall not exceed one space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway. Parking may also be located in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that such parking is infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city. No parking shall be required for an accessory dwelling unit in any of the following instances: When a garage, carport, or covered parking structure is demolished in conjunction with the construction of or conversion to an accessory dwelling unit, no replacement parking shall be required. Additionally, no parking shall be required for an accessory dwelling unit in any of the following instances:~~

(a) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(b) The accessory dwelling unit is located within an architecturally

and historically significant historic district.

(c) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(d) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(e) When there is a car share vehicle located within one block of the accessory dwelling unit.

~~(12) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the city requires that those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as enclosed or covered spaces, uncovered spaces, tandem spaces, or by the use of mechanical automobile parking lifts.~~

(13) The owner of the property on which the accessory dwelling unit is located shall reside in either of the dwelling units on the property as his/her/their principal residence. This is a perpetual requirement that runs with the land, and a restrictive covenant establishing this requirement shall be recorded prior to occupancy of the accessory dwelling unit. This provision shall not apply to an accessory dwelling unit approved between January 1, 2020 and January 1, 2025.

(14) The accessory dwelling unit and the primary residential dwelling may be rented concurrently provided that the for terms of the rental is at least 31 days or more, but the accessory dwelling unit shall not be sold or owned separately from the primary dwelling.

(15) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(a) For attached units or units located within the living area of the existing dwelling ~~and located within a single-family zone~~ and meeting the definition of subsection (F)(1)(a) below, the city shall not require the applicant to install a new or separate utility connection between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge. Such requirements and charges may be imposed when the accessory dwelling unit is being constructed in connection with a proposed single-family residential dwelling.

(b) For all other accessory dwelling units other than those described

~~in subsection (D)(16)(a) above, detached units or units within multi-family zones, the city may require a new or separate utility connection directly between the accessory dwelling unit and the utility. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit upon the water or sewer system based upon either its size or the number of its plumbing fixtures, and may not exceed the reasonable cost of providing the water or sewer service.~~

(16) Impact Fees.

(a) No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.

(b) For accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.

(c) All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code sections 66000 et seq. and 66012 et seq.

(d) For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code section 65852.2(f).

(17)(16) The provisions of this section shall not apply to any accessory dwelling units for which the city issued conditional use permits prior to the effective date of this section.

~~(18)(17) The accessory dwelling unit shall only be allowed if a determination is made by the City Engineer that adequate infrastructure capacity is available to serve the accessory dwelling unit, including but not limited to, sewer, water and traffic capacity. Prior to obtaining a building permit for the accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorder with the County Recorder to evidence and give notice of the requirement of this section.~~

~~(18) A deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.~~

(E) Design Standards.

(1) The accessory dwelling unit shall be designed to be architecturally compatible with the primary dwelling. A site plan, elevations and floor plan

depicting said architectural compatibility shall be submitted to the Director of Planning and Development for review and approval prior to the issuance of any building permits.

(2) When feasible, windows facing an adjoining residential property shall be designed to protect the privacy of neighbors. If window placement does not protect privacy, then fencing or landscaping might be used to provide screening.

(3) An accessory dwelling unit shall have a separate exterior entrance from the primary dwelling unit.

(4) To the maximum extent feasible, the accessory dwelling unit shall not alter the appearance of the primary single-family dwelling unit.

(5) When feasible, no more than one exterior entrance on the front or on any street-facing side of the primary dwelling unit and accessory dwelling unit combined.

(6) No exterior stairway shall be located on the front or on any street-facing side of the accessory dwelling unit.

(F) Mandatory Approvals.

(1) Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone:

(a) A junior or accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure subject to the following requirements:

(i) An expansion of up to 150 square feet shall be allowed in an accessory structure that is converted to an ADU solely for the purposes of accommodating ingress and egress.

(ii) The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

(iii) The side and rear setbacks shall be sufficient for fire and building and safety.

(iv) If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 155.644.1 below.

(b) One detached or attached accessory dwelling unit subject to the following requirements:

(i) The accessory dwelling unit shall be set back no less than four feet from the side and rear property line.

(ii) The accessory dwelling unit shall be on a lot or parcel with an existing or proposed single-family dwelling.

(iii) The accessory dwelling unit shall not exceed 800 square feet in size.

(iv) The accessory dwelling unit shall not exceed 16 feet in height.

(v) A junior accessory dwelling unit may be developed with this type of detached accessory dwelling unit, it shall comply with all requirements of Section 155.644.1 below.

(c) On a lot with a multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but no limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.

(d) On a lot with a multifamily dwelling structure, up to two detached units, provided that neither unit is greater than 16 feet in height and has at least four foot side and rear yard setbacks.

(2) For those accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

(G) Enforcement. Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that substantially provides as follows:

(1) You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Planning Department. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

(2) This provision shall only apply if the accessory dwelling unit was built

before January 1, 2020 and after July 25, 2020.

§ 155.644.1 JUNIOR ACCESSORY DWELLING UNITS.

~~(A) *Intent.* In enacting this section, it is the intent of the city to support the conversion or re-purposing of an existing bedroom(s) into an additional dwelling unit within a single-family dwelling to:~~

- ~~(1) More efficiently use and expand the existing housing stock;~~
- ~~— (2) Promote opportunities for house sharing, particularly among the age-in-place senior population; and~~
- ~~(2) Expand affordable rental housing in the community.~~

(A) *Intent.* In enacting this section, it is the intent of the city to encourage the provision of junior accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Junior accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create junior accessory dwelling units can benefit from added income, and an increased sense of security. Allowing junior accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of junior accessory dwelling units consistent with Cal. Government Code § 65852.22.

(B) *Administrative review.* All junior accessory dwelling unit applications shall be approved by the Director of Planning and Development and a permit issued within 120 days upon presentation of an application to provide a junior accessory dwelling unit if the plans conform to the standards and criteria provided in division (D) of this section. All junior accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within 60 days upon presentation of a complete application to provide a junior accessory dwelling unit if the plans conform to the standards and criteria provided in division (C) and (D) of this section. If the junior accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(C) *Junior accessory dwelling unit standards.* The following standards and criteria shall apply to the creation of a junior accessory dwelling unit:

(1) A maximum of one junior accessory dwelling unit shall be permitted per residential lot containing a single-family dwelling. Junior accessory dwelling units do not count towards ~~are not required to meet~~ the density requirements of the general plan or zoning ordinance.

(2) The property owner shall occupy either the main single-family dwelling or the junior accessory dwelling unit.

(3) The junior accessory dwelling unit or the main single-family dwelling may be rented, provided the rental term for terms is of at least 31 days or more, but the junior accessory dwelling unit shall not be sold or owned separately from the single-family dwelling.

(4) The junior accessory dwelling unit must be created within the existing walls of an existing single-family dwelling ~~and must include the conversion of an existing bedroom(s) and ancillary spaces.~~

(5) The junior accessory dwelling unit shall not exceed 500 square feet in size.

(6) The junior accessory dwelling unit shall include a separate entrance from the main entrance to the single-family home. A with an interior entry to the main living area shall be required if the junior accessory dwelling unit shares sanitary facilities with the single-family home room. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.

(7) The junior accessory dwelling unit shall include a food preparation area, requiring and limited to the following components:

(a) ~~A sink with a maximum width and length dimensions of 16 inches and a maximum waste line diameter of 1.5 inches;~~

(ab) A cooking facility with appliances; ~~and that do not require electrical service greater than 120 volts or natural or propane gas; and~~

(be) A food preparation counter and storage cabinets which do not exceed six feet in length.

(8) No additional off-street parking is required beyond that required for the main single-family dwelling. ~~The main single-family dwelling must meet the current off street parking standard in effect at the time the junior accessory dwelling unit is approved.~~

(9) Utility service. A separate water connection or meter, and a separate

sewer service connection are not required for a junior accessory dwelling unit. Water and sewer service for the junior accessory dwelling unit is shared with the main single-family dwelling unit.

(10) The junior accessory dwelling unit shall comply with all applicable building standards and shall be subject to permit and inspection fees to ensure such compliance. Fire sprinklers shall be required if they are required in the existing or proposed single-family residence.

(11) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

(12) Prior to obtaining a building permit for the junior accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.

(D) The City shall not require the correction of a legal, nonconforming zoning conditions for approval of a junior accessory dwelling unit.

SUMMARY OF THE PROPOSED CHANGES

This ordinance was adopted in response to the various State laws that took effect on January 1, 2020. Provisions in these laws had modified or otherwise eliminated several local controls on accessory dwelling unit and junior accessory dwelling unit. Amongst the changes that affect the City are the following:

1. Reduce the ADU/JADU processing time from 120 days to 60 days.
2. Allow a JADU in addition to an ADU within a single-family parcel.
3. Increase the number of ADUs allowed in a multi-family development.
4. Establish less stringent development standard for ADU.
5. Eliminate an owner occupancy requirement.
6. Allow the conversion of existing garages without any replacement parking.

1. Reduce the ADU/JAU processing time

Existing City's Code	New State's Law	Proposed City's Code
Director of Planning and Development to ministerially approve or deny a permit application within 120 days.	Local agency to ministerially approve or deny a permit application within 60 days.	Director of Planning and Development to ministerially approve or deny a permit application within 60 days.

2. Allow a JADU in addition to an ADU

Existing City's Code	New State's Law	Proposed City's Code
One accessory dwelling unit OR one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.	One accessory dwelling unit AND one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.	One accessory dwelling unit AND one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.

3. Increase the number of ADUs allowed in a multi-family development

Existing City's Code	New State's Law	Proposed City's Code
One accessory dwelling unit per lot with a proposed or existing multi-family dwelling.	A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.	On a lot with a multifamily dwelling structure, owner may convert existing unhabitable spaces into accessory dwelling units up to 25 percent of the number of existing units.

4. Establish additional development standard for ADU

Existing City's Code	New State's Law	Proposed City's Code
Setback: Same standards as accessory structure. Height: Depends on the primary zone	Setback: Prohibit local agency to require a setback of no more than 4 feet for an accessory dwelling unit.	Setback: Minimum 4 feet set back from all property line. Height: maximum 16 feet

<p>Floor Area.: Detached: Maximum 640</p> <p>Attached: 50% of the primary dwelling</p> <p>Design Standard: None</p> <p>Mandatory Approval: None</p>	<p>No setback shall be required for an existing permitted living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.</p> <p>Height: none</p> <p>Floor Area.: Prohibit a local agency from establishing a maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than 850 sq. ft., and 1,000 sq. ft. if the accessory dwelling unit contains more than one bedroom.</p> <p>Minimum 150 sq. ft. per dwelling</p> <p>Design Standard: None</p> <p>Mandatory Approval: All residential lot must be permitted for a 800 sq. ft. ADU that is at least 16 feet in height with four-foot side and rear yard setbacks</p>	<p>Floor Area: Maximum 850 sq. ft. or 1,000 sq. ft. if the ADU contains more than one bedroom.</p> <p>If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.</p> <p>Minimum 150 sq. ft. per dwelling</p> <p>Design Standard: § 155.644(E), apply when feasible.</p> <p>Mandatory Approval: Notwithstanding any other provision of this chapter, the City shall ministerially approve an application that meet all criteria under § 155.644(F)</p>
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5. Eliminate owner occupancy requirement

Existing City's Code	New State's Law	Proposed City's Code
Require owner occupancy for either dwelling unit.	A local agency shall not require owner occupancy for ADU created between January 1, 2020 to January 1, 2025	No owner occupancy requirement for ADU created between January 1, 2020 to January 1, 2025

6. Allow conversion of existing garages without any replacement parking

Existing City's Code	New State's Law	Proposed City's Code
Must replace existing garage parking when converting an existing garage into an ADU.	A local agency shall allow conversion of existing garages without any replacement parking.	Allow conversion of existing garages without any replacement parking.

GENERAL PLAN CONSISTENCY

The amendments are consistent with the objectives, principles, and standards of the General Plan. The following table (Table 1) illustrates how the proposed Zoning Text Amendment will be consistent with the goals and policies of the General Plan.

Table 1
General Plan Consistency Analysis

<u>Element</u>	<u>Policy</u>	<u>Project Consistency</u>
<u>Housing</u>	Goal 2: Promote the continued availability of a range of housing types to meet the needs of existing and future residents.	Consistent: The proposed Zoning Text Amendment will help promote the production of accessory dwelling units by streamlining the permitting process for accessory dwelling

		unit.
	Policy 2.3: Continue to provide flexibility in the density and mix of land uses through the Planned Development overlay and encourage the development of higher density, affordable housing in this zone.	Consistent: The proposed Zoning Text Amendment will provide the opportunity for homeowners to construct an accessory dwelling unit and a junior accessory dwelling unit on all residential zones.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of State Planning, Zoning and Development Laws and requirements of Section 155.860 through 155.864 of the City's Municipal Code.

This legal notice was posted Santa Fe Springs City Hall and City's Town Center on May 21, 2020, and published in a newspaper of general circulation (Whittier Daily News) on May 21, 2020, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance. As of the date of this report, staff has not received any comments and/or inquires regarding the proposed project.

It should be noted that due to the COVID-19 outbreak, Governor Newsome issued Executive Order N-25-20 on March 4, 2020 to temporarily suspend requirements of the Brown Act, which allows the City to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public. All public notices thus also clarified that the upcoming City Council meeting will be held by teleconference since City Hall, including Council Chambers, is currently closed to the public.

The following link to the Zoom meeting, along with the meeting ID, password, and dial in information were also provided:

Electronically using Zoom

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically

Dial: 888-475-4499

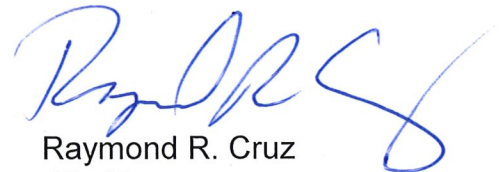
Meeting ID: 521620472

ENVIRONMENTAL DOCUMENT

Upon review of the proposed project, staff finds the project meets the criteria for a statutory exemption pursuant to California Environmental Quality Act (CEQA), Section 15282(h), which reads as follows, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code." Therefore, no additional environmental analysis is necessary to meet the requirements of CEQA. If the City Council agrees, staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days after City Council approve the proposed Zone Text Amendment (second reading).

LEGAL REVIEW

The City Attorney has reviewed the proposed Zoning Text Amendment. Comments are reflected in the proposed Ordinance.



Raymond R. Cruz
City Manager

Attachment:

1. Public Hearing Notice
2. Planning Commission Staff Report
3. Resolution 155-2020
4. Proposed Ordinance No. 1110

Attachment 1

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
ZONE TEXT AMENDMENT – ACCESSORY DWELLING UNIT
ORDINANCE NO. 1110**

NOTICE IS HEREBY GIVEN: that a Public Hearing will be held before the City of Santa Fe Springs City Council for the following:

ZONE TEXT AMENDMENT – ACCESSORY DWELLING UNIT (ORDINANCE No. 1110)

Ordinance No. 1110: Ordinance of the City of Santa Fe Springs Amending Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code Relating to the Construction of Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones.

CEQA STATUS: Upon review of the proposed project, staff finds the project meets the criteria for a statutory exemption pursuant to California Environmental Quality Act (CEQA), Section 15282(h), which reads as follows, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code." Therefore, no additional environmental analysis is necessary to meet the requirements of CEQA.

THE HEARING will be held on **Thursday, June 11, 2020 at 6:00 p.m.** You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically

Dial: 888-475-4499

Meeting ID: 521620472

You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

FURTHER INFORMATION on this item may be obtained at the City of Santa Fe Springs Planning Department, 11710 Telegraph Road, Santa Fe Springs, California 90670 or by telephone or e-mail: (562) 868-0511, extension 7451, jimmywong@santafesprings.org.

Wayne M. Morrell
Director of Planning
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Published: May 21, 2020

Whittier Daily News

Ad#11385139

Attachment 2
Planning Commission Staff Report



City of Santa Fe Springs

Planning Commission Meeting

May 11, 2020

PUBLIC HEARING – (Continued from Planning Commission Meeting of March 9, 2020)

Categorically Exempt – CEQA Guidelines Section 15282(h)

Zoning Text Amendment – Accessory Dwelling Unit

Ordinance No. 1110: Ordinance of the City of Santa Fe Springs Amending Sections 155.003 (Definitions), 155.644 (Accessory Dwelling Units) and 155.644.1 (Junior Accessory Dwelling Units) of Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code Relating to the Construction of Accessory Dwelling Units and Junior Accessory Dwelling Units in the A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zones. (City of Santa Fe Springs)

RECOMMENDATIONS

- Open the Public Hearing and receive any comments from the public regarding Zoning Text Amendment – Accessory Dwelling Unit (Ordinance No. 1110) and, thereafter, close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Zoning Ordinance are consistent with the City's General Plan; and
- Find that pursuant to Section 15282(h) of the California Environmental Quality Act (CEQA), this project is Statutorily Exempt; and
- Adopt Resolution No.155-2020, which incorporates the Commission's findings and action regarding this matter; and
- Recommend that the City Council approve and adopt Ordinance No. 1110, to effectuate the proposed amendments to the text of the City's Zoning Ordinance.

BACKGROUND

The State of California enacted Government Code Section 65852.2 in 1982, establishing a mandate that every local agency adopt provisions for permitting secondary dwelling units. The intent of the legislation was to encourage housing for extended family members and to increase the availability of rental housing. In 2003, Assembly Bill 1866 was adopted, requiring all local governments to allow secondary dwelling units within single-family residential zones. In February 2016, Senator Wieckowski introduced Senate Bill 1069 and Assembly member Bloom introduced Assembly Bill 2299 which proposed specific amendments to State law to promote the production of secondary dwelling units, herein forth referred to as "accessory" dwelling units. Also, in 2016, Assembly member Thurmond introduced AB 2406 to add provisions for the creation of junior accessory dwelling units. All three of these bills ultimately passed and became law.

During the last legislative session there were a number of bills enacted relating to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU).

The Legislature has further restricted local control and mandated new requirements, including the approval of junior accessory dwelling units which is a unit of no more than 500 square feet contained within a single-family dwelling. If a city does not have an accessory dwelling unit ordinance that is compliant with State law, then any applications submitted will be processed under the State law requirements without any local input. As the new law had gone into effect on January 1, 2020, it is now necessary to adopt these changes through an Ordinance to reactively retain some local standards and design controls that were not otherwise dictated by State law.

It is noted that the ordinance presented by staff reflects previous directives from the Department of Housing and Community Development ("HCD") and the Legislature's overriding intent to deal with California's housing crisis during this past legislative session.

ANALYSIS

Santa Fe Springs' existing Zoning Ordinance provisions applicable to accessory dwelling units (Section 155.644) and junior accessory dwelling units (Section 155.644.1) are affected by these legislations to the extent that a local ordinance imposes requirements beyond those specifically allowed by State law, those local provisions were superseded as of January 1, 2020. The two primary bills that impacted accessory dwelling units were AB 68 and AB 881. The following is a brief summary of each of the two bills that take effect January 1, 2020.

Summary of AB 68 (Ting)

Under AB 68, local agencies will be required to ministerially approve one ADU and one Junior ADU (JADU) (defined as a unit no more than 500 square feet in size and contained entirely within an existing single-family structure) per lot that is within an existing structure; one detached ADU within a proposed (new construction) or existing structure or the same footprint as the existing structure, along with one JADU; multiple ADUs within existing multifamily structures; or two detached ADUs on a multifamily lot. AB 68 also require the local agencies to allow up to 25% of the existing multifamily dwelling unit to construct an ADU.

AB 68 also eliminate the requirement for owner occupancy of either the primary dwelling or the ADU. The bill also strengthens the existing requirement that ADUs be used for rental terms of at least 30 days by requiring that local governments mandate 30-day minimum rentals for ADUs.

AB 68 also prohibit local agencies from enacting ADU ordinances that would do the following:

- Impose requirements on lot coverage or minimum lot size.

- Allow more than 60 days to ministerially approve an ADU or JADU permit application if there is an existing single-family or multifamily dwelling on the lot.
- Set a maximum ADU size that does not allow an ADU of at least 800 square feet and 16 feet in height.
- Require replacement parking when a garage, carport, or covered parking structure is demolished to create an ADU, or is converted to an ADU.
- Require a setback for ADUs within existing structures, and new ADUs located in the same location and footprint as existing structures, and no more than a four-foot side and rear yard setback.
- Require, as a condition for ministerial approval of an application, correction of physical conditions that do not conform with current zoning standards.

Summary of AB 881 (Bloom)

This bill made a number of changes to the ADU provisions by the following:

- ADUs must now be allowed in all residential zones, albeit with some limitations. Additionally, in certain circumstances they are also required to be located in mixed-use zones.
- All ADUs, as well as JADUs, must be approved within 60 days if they meet the ministerial requirements. If the ADU or JADU is being proposed in conjunction with a new primary structure, the approval may be delayed until the accessory structure is approved.
- The grounds on which ADUs may be denied are now limited to water, sewer, traffic flow and public safety.
- The City may no longer have a minimum lot size for lots on which ADUs must be allowed. This will eliminate the existing requirement for a 5,000 square foot minimum lot size. In reality, this should make little difference for the City of Santa Fe Springs because 5,000 square feet is the minimum required lot size in the City.
- The law has been clarified to provide that ADUs must be allowed within a proposed or existing primary dwelling, in addition to being attached or detached. The difference between an interior ADU and a JADU would primarily be the size. JADU is defined as a unit no more than 500 square feet in size and contained entirely within an existing single-family

structure.

- At most, the City may require a four-foot side and rear yard setback. No setbacks may be required if the ADU is being converted from or constructed in the exact same location as a permitted accessory structure, including a garage. Garage conversions are mandatory and no replacement parking can be required for a garage that is removed as part of creating an ADU.
 - Because of this, the proposed Ordinance includes amendments to require that all accessory structures, except garages, to have at least a four-foot setback. This will eliminate the potential for zero lot line accessory building conversions in the future.
- Through January 1, 2025, the City can no longer impose an owner-occupancy requirement for ADUs and this requirement may not be imposed on any units approved during this time.
- State law has been amended to provide that a City may establish a maximum square footage requirement of 850 square feet for studio and one bedroom units and 1,000 square feet for more than one bedroom. Accordingly, the City has revised its ordinance to impose these standards.
- If the City were to impose a percent limitation based on the existing size of the primary house, such as a 50% limit, it must still allow a ADU that is at least 800 square feet.
- Four category of accessory dwelling units must be approved regardless of any other provisions for an ADU within a residential or mixed-use zone; these are:
 - An ADU within a proposed or existing single-family dwelling when certain conditions are met.
 - A detached ADU that is no more than 800 square feet, no more than 16 feet high, and more than 4 foot side and rear yard setbacks. It should be noted that when this type of ADU is approved; the owner may also have a JADU within the house.
 - ADUs inside a multi-family dwelling in spaces that are not used as habitable spaces, such as storage rooms, boiler rooms, attics, basements, or garages provided the unit complies with the building code standards for dwellings. The City must allow up to 25% of the number of existing units and a minimum of one.

- Two detached ADUs on a lot with a multifamily dwelling provided that each ADU is no greater than 16 feet in height and has minimum four-foot side and rear yard setbacks. State law does not impose a minimum size, but staff is recommending that an 800 square foot limit be imposed in these situations.
- For the above four types of units, staff may not require correction of nonconforming zoning conditions.

Other Bills

SB 13 added section 17980.12 to the Health and Safety Code. Under this new requirement, through January 1, 2030, the City must include a notice to owners of ADUs with building code violations that they can seek to defer the corrections if it is not a matter of health and safety. If the City agrees, then enforcement shall be delayed for five years. This only applies to ADUs built before January 1, 2020 or to ADUs built after January 1, 2020 in a city that did not have a compliant ordinance but does have one at the time the request for delay is made.

AB 670 added section 4751 to the Civil Code. This section provides that CC&Rs for lots zoned for single-family residential use may not prohibit or unreasonably restrict the construction or use of an ADU or JADU.

PROPOSEED ZONING TEXT AMENDMENT

The proposed text changes are shown underlined and the existing text that is being replaced is shown as a ~~strike through~~.

§ 155.003 DEFINITIONS.

ACCESSORY DWELLING UNIT. Either a detached or attached dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel or parcels as the primary unit is situated. An accessory dwelling unit may also be located within an existing or proposed primary dwelling unit. An **ACCESSORY DWELLING UNIT** also includes the following:

- (1) An efficiency unit, as defined in Cal. Health and Safety Code § 17958.1.
- (2) A manufactured home, as defined in California Health and Safety Code § 18007.

ACCESSORY DWELLING UNIT, JUNIOR. A junior accessory dwelling unit is

a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

§ 155.644 ACCESSORY DWELLING UNITS.

(A) *Intent.* In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of accessory dwelling units consistent with Cal. Government Code § 65852.2.

(B) *Interpretation.* In cases of conflict between this section and any other provision of this title, the provisions of this section shall prevail. To the extent that any provision of this section is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

(CB) *Applications:*

(1) Administrative Review: All accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within 420 60 days upon presentation of a complete application to build an accessory dwelling unit if the plans conform to the standards and criteria provided in division (C) subsection (D) and (E) of this section. If the accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(2) Fees: Applications for an accessory dwelling unit shall be accompanied by an application fee and shall be subject to applicable inspection and permit fees.

(DG) *Accessory dwelling unit standards.* The following standards and criteria shall apply to the creation of an accessory dwelling unit:

(1) The accessory dwelling unit shall be allowed only on a lot or parcel in the R-1, Single-Family Residential Zone which is developed only with an existing detached single family dwelling, or in the R-3, Multiple-Family

Residential Zone which is developed with an existing residential dwelling. The accessory dwelling unit shall be allowed only on a lot or parcel that zoned for residential use with an existing or proposed residential dwelling.

(2) ~~There shall not be more than one accessory dwelling unit per lot or parcel, except as specified in subsection F(1)(a) below. that no accessory dwelling unit shall be allowed on any lot or parcel where a guest house or residential facility as defined in Cal. Health and Safety Code § 1502(a)(1) serving six or fewer persons exists.~~

(3) An accessory dwelling unit that conforms to the development standards of this section is deemed to be an accessory use and/or structure and will not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to conform to the zoning and General Plan.

~~(4) The lot or parcel proposed for the accessory dwelling unit must contain a minimum area of 5,000 square feet.~~

(4) The accessory dwelling unit may be attached to or detached from the primary residential dwelling or located within an existing or proposed single-family residence.

~~(5) The accessory dwelling unit may be attached to or located within the living area of the primary dwelling or detached from the primary dwelling.~~

(5) Floor Area Standards:

(a) ~~The maximum floor area for an attached or detached accessory dwelling unit shall not exceed 50% of the existing habitable area of the primary residence, not to exceed 640. The detached or attached accessory dwelling unit with one or less bedroom shall not exceed a total floor area of 850 square feet.~~

(b) The maximum floor area for a detached accessory dwelling unit shall not exceed 640 square feet and shall not exceed one bedroom. The detached or attached accessory dwelling unit with more than one bedroom shall not exceed a total floor area of 1,000 square feet.

(c) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(d) The minimum floor area for an accessory dwelling unit shall be 150 square feet.

(6) Setback Standard:

(a) The accessory dwelling unit shall comply with all of the property development standards applicable to the specific zone in which it is located the front setback standard applicable to the specific zone in which it is located, unless otherwise modified by this section.

(b) No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit constructed above a garage. The accessory dwelling unit shall set back no less than four feet from the side and rear property line.

(c) Notwithstanding any other provision of this section, no setback shall be required for an existing permitted living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. A setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(7) The accessory dwelling unit shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Accessory dwelling units are not required to provide fire sprinklers if sprinklers are not required for the primary dwelling unit. The accessory dwelling unit shall not be greater than 16 feet in height.

(8) The accessory dwelling unit shall be designed to be architecturally compatible with the primary dwelling. A site plan, elevations and floor plan depicting said architectural compatibility shall be submitted to the Director of Planning and Development for review and approval prior to the issuance of any building permits. The attached or detached accessory dwelling unit shall be located within, to the rear, or to the side of the existing or proposed primary residence unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage.

(9) To maintain the residential character of the neighborhood, there shall not be more than one exterior entrance on the front or on any street facing side of the accessory dwelling unit. Additionally, no exterior stairway shall be located on the front or on any street facing side of the accessory dwelling unit. No passageway shall be required in conjunction with construction of an accessory dwelling unit. The accessory dwelling unit shall comply with all building, safety,

fire and health codes, and all other applicable laws and regulations. Accessory dwelling units are not required to provide fire sprinklers are not required for the primary dwelling unit.

(10) Manufactured housing is allowed in compliance with the provisions herein; however, mobile homes, trailers and recreational vehicles shall not be used as accessory dwelling units.

(11) In addition to all other required off-street parking, parking requirements for accessory dwelling units shall not exceed one space per unit. Parking may also be located in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that such parking is infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city. Mechanical parking lifts may also be used for replacement parking.

~~(1211) In addition to all other required off-street parking, parking requirements for accessory dwelling units shall not exceed one space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway. Parking may also be located in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that such parking is infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city. No parking shall be required for an accessory dwelling unit in any of the following instances: When a garage, carport, or covered parking structure is demolished in conjunction with the construction of or conversion to an accessory dwelling unit, no replacement parking shall be required. Additionally, no parking shall be required for an accessory dwelling unit in any of the following instances:~~

(a) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(b) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(c) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(d) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(e) When there is a car share vehicle located within one block of the accessory dwelling unit.

~~(12) When a garage, carport, or covered parking structure is demolished~~

~~in conjunction with the construction of an accessory dwelling unit, and the city requires that those off-street parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as enclosed or covered spaces, uncovered spaces, tandem spaces, or by the use of mechanical automobile parking lifts.~~

(13) The owner of the property on which the accessory dwelling unit is located shall reside in either of the dwelling units on the property as his/her/their principal residence. This is a perpetual requirement that runs with the land, and a restrictive covenant establishing this requirement shall be recorded prior to occupancy of the accessory dwelling unit. This provision shall not apply to an accessory dwelling unit approved between January 1, 2020 and January 1, 2025.

(14) The accessory dwelling unit and the primary residential dwelling may be rented concurrently provided that the for terms of the rental is at least 31 days or more, but the accessory dwelling unit shall not be sold or owned separately from the primary dwelling.

(15) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(a) For attached units or units located within the living area of the existing dwelling ~~and located within a single-family zone~~ and meeting the definition of subsection (F)(1)(a) below, the city shall not require the applicant to install a new or separate utility connection between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge. Such requirements and charges may be imposed when the accessory dwelling unit is being constructed in connection with a proposed single-family residential dwelling.

(b) For all other accessory dwelling units other than those described in subsection (D)(16)(a) above, ~~detached units or units within multi-family zones~~, the city may require a new or separate utility connection directly between the accessory dwelling unit and the utility. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit upon the water or sewer system based upon either its size or the number of its plumbing fixtures, and may not exceed the reasonable cost of providing the water or sewer service.

(16) Impact Fees.

(a) No impact fee shall be imposed on any accessory dwelling

unit less than 750 square feet in size.

(b) For accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.

(c) All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code sections 66000 et seq. and 66012 et seq.

(d) For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code section 65852.2(f).

(17)(16) The provisions of this section shall not apply to any accessory dwelling units for which the city issued conditional use permits prior to the effective date of this section.

(18)(17) The accessory dwelling unit shall only be allowed if a determination is made by the City Engineer that adequate infrastructure capacity is available to serve the accessory dwelling unit, including but not limited to, sewer, water and traffic capacity. Prior to obtaining a building permit for the accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirement of this section.

(18) A deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.

(E) Design Standards.

(1) The accessory dwelling unit shall be designed to be architecturally compatible with the primary dwelling. A site plan, elevations and floor plan depicting said architectural compatibility shall be submitted to the Director of Planning and Development for review and approval prior to the issuance of any building permits.

(2) When feasible, windows facing an adjoining residential property shall be designed to protect the privacy of neighbors. If window placement does not protect privacy, then fencing or landscaping might be used to provide screening.

(3) An accessory dwelling unit shall have a separate exterior entrance from the primary dwelling unit.

(4) To the maximum extent feasible, the accessory dwelling unit shall not alter the appearance of the primary single-family dwelling unit.

(5) When feasible, no more than one exterior entrance on the front or on any street-facing side of the primary dwelling unit and accessory dwelling unit combined.

(6) No exterior stairway shall be located on the front or on any street-facing side of the accessory dwelling unit.

(F) Mandatory Approvals.

(1) Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone:

(a) A junior or accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure subject to the following requirements:

(i) An expansion of up to 150 square feet shall be allowed in an accessory structure that is converted to an ADU solely for the purposes of accommodating ingress and egress.

(ii) The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

(iii) The side and rear setbacks shall be sufficient for fire and building and safety.

(iv) If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 155.644.1 below.

(b) One detached or attached accessory dwelling unit subject to the following requirements:

(i) The accessory dwelling unit shall be set back no less than four feet from the side and rear property line.

(ii) The accessory dwelling unit shall be on a lot or parcel with an existing or proposed single-family dwelling.

(iii) The accessory dwelling unit shall not exceed 800 square feet in size.

(iv) The accessory dwelling unit shall not exceed 16 feet in

height.

(v) A junior accessory dwelling unit may be developed with this type of detached accessory dwelling unit, it shall comply with all requirements of Section 155.644.1 below.

(c) On a lot with a multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but no limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.

(d) On a lot with a multifamily dwelling structure, up to two detached units, provided that neither unit is greater than 16 feet in height and has at least four foot side and rear yard setbacks.

(2) For those accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

(G) Enforcement. Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that substantially provides as follows:

(1) You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Planning Department. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

(2) This provision shall only apply if the accessory dwelling unit was built before January 1, 2020 and after January 1, 2020.

§ 155.644.1 JUNIOR ACCESSORY DWELLING UNITS.

~~(A) Intent. In enacting this section, it is the intent of the city to support the conversion or re-purposing of an existing bedroom(s) into an additional dwelling unit within a single family dwelling to:~~

~~(1) More efficiently use and expand the existing housing stock;~~

~~—(2) Promote opportunities for house sharing, particularly among the age-~~

in-place senior population; and

~~(2) Expand affordable rental housing in the community.~~

(A) Intent. In enacting this section, it is the intent of the city to encourage the provision of junior accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Junior accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create junior accessory dwelling units can benefit from added income, and an increased sense of security. Allowing junior accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of junior accessory dwelling units consistent with Cal. Government Code § 65852.22.

~~(B) Administrative review. All junior accessory dwelling unit applications shall be approved by the Director of Planning and Development and a permit issued within 120 days upon presentation of an application to provide a junior accessory dwelling unit if the plans conform to the standards and criteria provided in division (D) of this section.~~ All junior accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within 60 days upon presentation of a complete application to provide a junior accessory dwelling unit if the plans conform to the standards and criteria provided in division (C) and (D) of this section. If the junior accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(C) Junior accessory dwelling unit standards. The following standards and criteria shall apply to the creation of a junior accessory dwelling unit:

(1) A maximum of one junior accessory dwelling unit shall be permitted per residential lot containing a single-family dwelling. Junior accessory dwelling units do not count towards ~~are not required to meet~~ the density requirements of the general plan or zoning ordinance.

(2) The property owner shall occupy either the main single-family dwelling or the junior accessory dwelling unit.

(3) The junior accessory dwelling unit or the main single-family dwelling may be rented, provided the rental term for terms is of at least 31 days or more, but the junior accessory dwelling unit shall not be sold or owned separately from

the single-family dwelling.

(4) The junior accessory dwelling unit must be created within the existing walls of an existing single-family dwelling ~~and must include the conversion of an existing bedroom(s) and ancillary spaces.~~

(5) The junior accessory dwelling unit shall not exceed 500 square feet in size.

(6) The junior accessory dwelling unit shall include a separate entrance from the main entrance to the single-family home. ~~A with an interior entry to the main living area shall be required if the junior accessory dwelling unit shares sanitary facilities with the single-family home room.~~ The junior accessory dwelling unit may include a second interior doorway for sound attenuation.

(7) The junior accessory dwelling unit shall include a food preparation area, requiring and limited to the following components:

~~(a) A sink with a maximum width and length dimensions of 16 inches and a maximum waste line diameter of 1.5 inches;~~

~~(ab) A cooking facility with appliances; and that do not require electrical service greater than 120 volts or natural or propane gas; and~~

(be) A food preparation counter and storage cabinets which do not exceed six feet in length.

(8) No additional off-street parking is required beyond that required for the main single-family dwelling. ~~The main single-family dwelling must meet the current off-street parking standard in effect at the time the junior accessory dwelling unit is approved.~~

(9) Utility service. A separate water connection or meter, and a separate sewer service connection are not required for a junior accessory dwelling unit. Water and sewer service for the junior accessory dwelling unit is shared with the main single-family dwelling unit.

(10) The junior accessory dwelling unit shall comply with all applicable building standards and shall be subject to permit and inspection fees to ensure such compliance. Fire sprinklers shall be required if they are required in the existing or proposed single-family residence.

(11) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection

fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

(120) Prior to obtaining a building permit for the junior accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.

(D) The City shall not require the correction of a legal, nonconforming zoning conditions for approval of a junior accessory dwelling unit.

SUMMARY OF THE PROPOSED CHANGES

This ordinance was adopted in response to the various State laws that took effect on January 1, 2020. Provisions in these laws had modified or otherwise eliminated several local controls on accessory dwelling unit and junior accessory dwelling unit. Amongst the changes that affect the City are the following:

1. Reduce the ADU/JADU processing time from 120 days to 60 days.
2. Allow a JADU in addition to an ADU within a single-family parcel.
3. Increase the number of ADUs allowed in a multi-family development.
4. Establish less stringent development standard for ADU.
5. Eliminate an owner occupancy requirement.
6. Allow the conversion of existing garages without any replacement parking.

1. Reduce the ADU/JAU processing time

Existing City's Code	New State's Law	Proposed City's Code
Director of Planning and Development to ministerially approve or deny a permit application within 120 days.	Local agency to ministerially approve or deny a permit application within 60 days.	Director of Planning and Development to ministerially approve or deny a permit application within 60 days.

2. Allow a JADU in addition to an ADU

Existing City's Code	New State's Law	Proposed City's Code
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One accessory dwelling unit OR one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.	One accessory dwelling unit AND one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.	One accessory dwelling unit AND one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling.
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3. Increase the number of ADUs allowed in a multi-family development

Existing City's Code	New State's Law	Proposed City's Code
One accessory dwelling unit per lot with a proposed or existing multi-family dwelling.	A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.	On a lot with a multifamily dwelling structure, owner may convert existing unhabitable spaces into accessory dwelling units up to 25 percent of the number of existing units.

4. Establish additional development standard for ADU

Existing City's Code	New State's Law	Proposed City's Code
<p>Setback: Same standards as accessory structure.</p> <p>Height: Depends on the primary zone</p> <p>Floor Area.: Detached: Maximum 640 Attached: 50% of the primary dwelling</p> <p>Design Standard: None</p> <p>Mandatory Approval: None</p>	<p>Setback: Prohibit local agency to require a setback of no more than 4 feet for an accessory dwelling unit.</p> <p>No setback shall be required for an existing permitted living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.</p>	<p>Setback: Minimum 4 feet set back from all property line.</p> <p>Height: maximum 16 feet</p> <p>Floor Area: Maximum 850 sq. ft. or 1,000 sq. ft. if the ADU contains more than one bedroom.</p> <p>If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the</p>

	<p>Height: none</p> <p>Floor Area.: Prohibit a local agency from establishing a maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than 850 sq. ft., and 1,000 sq. ft. if the accessory dwelling unit contains more than one bedroom.</p> <p>Minimum 150 sq. ft. per dwelling</p> <p>Design Standard: None</p> <p>Mandatory Approval: All residential lot must be permitted for a 800 sq. ft. ADU that is at least 16 feet in height with four-foot side and rear yard setbacks</p>	<p>existing primary dwelling.</p> <p>Minimum 150 sq. ft. per dwelling</p> <p>Design Standard: § 155.644(E), apply when feasible.</p> <p>Mandatory Approval: Notwithstanding any other provision of this chapter, the City shall ministerially approve an application that meet all criteria under § 155.644(F)</p>
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5. Eliminate owner occupancy requirement

Existing City's Code	New State's Law	Proposed City's Code
Require owner occupancy for either dwelling unit.	A local agency shall not require owner occupancy for ADU created between January 1, 2020 to January 1, 2025	No owner occupancy requirement for ADU created between January 1, 2020 to January 1, 2025

6. Allow conversion of existing garages without any replacement parking

Existing City's Code	New State's Law	Proposed City's Code
Must replace existing garage parking when converting an existing garage into an ADU.	A local agency shall allow conversion of existing garages without any replacement parking.	Allow conversion of existing garages without any replacement parking.

GENERAL PLAN CONSISTENCY

The amendments are consistent with the objectives, principles, and standards of the General Plan. The following table (Table 1) illustrates how the proposed Zoning Text Amendment will be consistent with the goals and policies of the General Plan.

Table 1
General Plan Consistency Analysis

<u>Element</u>	<u>Policy</u>	<u>Project Consistency</u>
<u>Housing</u>	Goal 2: Promote the continued availability of a range of housing types to meet the needs of existing and future residents.	Consistent: The proposed Zoning Text Amendment will help promote the production of accessory dwelling units by streamlining the permitting process for accessory dwelling unit.
	Policy 2.3: Continue to provide flexibility in the density and mix of land uses through the Planned Development overlay and encourage the development of higher density, affordable housing in this zone.	Consistent: The proposed Zoning Text Amendment will provide the opportunity for homeowners to construct an accessory dwelling unit and a junior accessory dwelling unit on all residential zones.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of State Planning, Zoning and Development Laws and requirements of Section 155.860 through 155.864 of the City's Municipal Code.

This legal notice was posted Santa Fe Springs City Hall and City's Town Center on January 30, 2020, and published in a newspaper of general circulation

(Whittier Daily News) on January 30, 2020, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance. As of the date of this report, staff has not received any comments and/or inquires regarding the proposed project.

It should be noted that due to the COVID-19 outbreak, Governor Newsome issued Executive Order N-25-20 on March 4, 2020 to temporarily suspend requirements of the Brown Act, which allows the City to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public. All public notices thus also clarified that the upcoming Planning Commission meeting will be held by teleconference since City Hall, including Council Chambers, is currently closed to the public.

The following link to the Zoom meeting, along with the meeting ID, password, and dial in information were also provided:

Electronically using Zoom

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

<https://zoom.us/j/558333944?pwd=b0FqbKV2aDZneVRnQ3BjYU12SmJIQT09>

Zoom Meeting ID: 558 333 944

Password: 554545

Telephonically

Dial: 888-475-4499

Meeting ID: 558 333 944

ENVIRONMENTAL DOCUMENT

Upon review of the proposed project, staff finds the project meets the criteria for a statutory exemption pursuant to California Environmental Quality Act (CEQA), Section 15282(h), which reads as follows, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code." Therefore, no additional environmental analysis is necessary to meet the requirements of CEQA. If the Planning Commission agrees, staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk within 5 days after the adoption of the proposed ordinance.

LEGAL REVIEW

The City Attorney has reviewed the proposed Zoning Text Amendment. Comments are reflected in the proposed Ordinance.



Wayne Morrell
Director of Planning

Attachment:

1. Resolution 155-2020
2. Proposed Ordinance No. 1110

ATTACHMENT 1

Resolution 155-2020

ATTACHMENT 2

Proposed Ordinance No. 1110

Attachment 3
Resolution 155-2020

CITY OF SANTA FE SPRINGS

RESOLUTION NO. 155-2020

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE TO AMEND SECTIONS 155.003 (DEFINITIONS), 155.644 (ACCESSORY DWELLING UNITS) AND 155.644.1 (JUNIOR ACCESSORY DWELLING UNITS) OF CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE CONSTRUCTION OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN A-1, LIGHT AGRICULTURAL; R-1, SINGLE-FAMILY RESIDENTIAL; AND R-3, MULTI-FAMILY RESIDENTIAL, ZONES.

WHEREAS, effective January 1, 2020, Government Code sections 65852.2 and 65852.22 relating to accessory dwelling units and junior accessory dwelling units were amended; and

WHEREAS, the California State legislature adopted more than eighteen housing bills in 2019 related to housing; and

WHEREAS, in order to encourage the construction of accessory dwelling units and junior dwelling units, the State Legislature has provided additional amendments to Government Code section 65852.2 and section 65852.22; and

WHEREAS, the new State laws relating to accessory dwelling units and junior accessory dwelling units took effect on January 1, 2020 and the City must adopt a new compliant Ordinance to impose local control or otherwise must process applications for accessory dwelling units and junior accessory dwelling units using the State law requirements ; and

WHEREAS, the City of Santa Fe Springs has reviewed and considered the proposed amendments to the text of the City's Zoning Ordinance with the intention of amending Section 155.003, 155.644 and 155.644.1 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code regarding construction of accessory dwelling units and junior accessory dwelling units in A-1, Light Agricultural; R-1, Single-Family Residential; and R-3, Multi-Family Residential, Zone; and

WHEREAS, after study and deliberations by the Department of Planning and Development of the existing city regulations, the City, with the assistance from the City Attorney, has prepared for adoption of these amendments to the text of the City's Zoning Ordinance; and

WHEREAS, notice of the Public Hearing was duly given as required by law; and

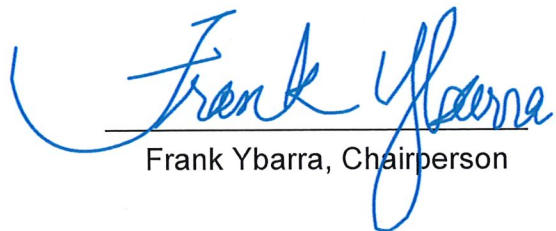
WHEREAS, the City of Santa Fe Springs Planning Commission held a Public Hearing on May 11, 2020 via teleconferencing regarding the proposed amendments to the text of the City's Zoning Ordinance.

NOW, THEREFORE, IT BE RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS DOES HEREBY REOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION I. The Planning Commission finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report regarding the proposed amendment to the text of the City's Zoning Ordinance.
2. That the Planning Commission find that pursuant to Section 15282 (h) of the California Environmental Quality Act (CEQA), the proposed amendments to the text of the City's Zoning Ordinance is exempt from CEQA by a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code.
3. That the Planning Commission finds that the proposed amendments to the text of the City's Zoning Ordinance are consistent with the City's General Plan.
4. That the Planning Commission recommend that the City Council approve and adopt Ordinance No. 1110, to effectuate the proposed amendment to the text of the City's Zoning Ordinance.

PASSED and ADOPTED this 11 day of May, 2020


Frank Ybarra, Chairperson

ATTEST:


Teresa Cavallo, Planning Secretary

Attachment 4
Proposed Ordinance No. 1110

CITY OF SANTA FE SPRINGS

ORDINANCE NO. 1110

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.003 (DEFINITIONS), 155.644 (ACCESSORY DWELLING UNITS) AND 155.644.1 (JUNIOR ACCESSORY DWELLING UNITS) OF CHAPTER 155 (ZONING) OF TITLE 15 (LAND USE) OF THE SANTA FE SPRINGS MUNICIPAL CODE RELATING TO THE CONSTRUCTION OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN A-1, LIGHT AGRICULTURAL; R-1, SINGLE-FAMILY RESIDENTIAL; AND R-3, MULTI-FAMILY RESIDENTIAL, ZONES.

WHEREAS, effective January 1, 2020, Government Code sections 65852.2 and 65852.22 relating to accessory dwelling units and junior accessory dwelling units were amended; and

WHEREAS, the California State legislature adopted more than eighteen housing bills in 2019 related to housing; and

WHEREAS, in order to encourage the construction of accessory dwelling units and junior dwelling units, the State Legislature has provided additional amendments to Government Code section 65852.2 and section 65852.22; and

WHEREAS, the new State laws relating to accessory dwelling units and junior accessory dwelling units took effect on January 1, 2020 and the City must adopt a new compliant Ordinance to impose local control or otherwise must process applications for accessory dwelling units and junior accessory dwelling units using the State law requirements ; and

WHEREAS, on May 11, 2020, the Planning Commission of the City of Santa Fe Springs held a duly noticed public hearing, at which time it considered all evidence presented, whether written or oral; and

WHEREAS, after the close of the public hearing, the Planning Commission recommended that the City Council adopt this Ordinance; and

WHEREAS, on June 11, 2020, the City Council of the City of Santa Fe Springs held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, this ordinance is exempt from review under the California Environmental Quality Act (CEQA); California Public Resources Code Section 2100 et seq.) and CEQA regulations (Title 14, California Code of Regulations Section 15000, et seq.) pursuant to Section 15282(h) because this ordinance is covered by a statutory exemption for the adoption of an ordinance regarding

accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code; and

WHEREAS, the City desires to amend its regulations to comply with State law and retain some of its local standard.

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

SECTION 1. The City Council hereby finds that the proposed amendments to the text of the City's Zoning Ordinance is consistent with the City's General Plan.

SECTION 2. The City Council hereby finds this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15282(h) which provides a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code. As the standards of Government Code section 65852.22 relating to junior accessory dwelling units are incorporated into Government Code 65852.2, this exemption covers junior accessory dwelling units as well. Regardless of whether the City adopts this Ordinance, accessory dwelling units and junior accessory dwelling units must be allowed in the City in accordance with the standards set forth in State statute. Therefore, this Ordinance is categorically exempt under California Public Resources Code Section 2100 et seq. and the statutory exemption of CEQA Guidelines section 15282(h) which provides that CEQA does not apply where a city or county adopt an ordinance regarding second units in a single-family or multifamily residential zone.

SECTION 3. Section 155.003 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended and added to as follows:

§ 155.003 ACCESSORY DWELLING UNITS.

ACCESSORY DWELLING UNIT. Either a detached or attached dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation. An accessory dwelling unit may also be located within an existing or proposed primary dwelling unit. An ***ACCESSORY DWELLING UNIT*** also includes the following:

- (1) An efficiency unit, as defined in Cal. Health and Safety Code § 17958.1.
- (2) A manufactured home, as defined in California Health and Safety Code § 18007.

ACCESSORY DWELLING UNIT, JUNIOR. A junior accessory dwelling unit is a unit that is no more than 500 square feet in size and contained entirely within a single-family residence.

SECTION 4. Section 155.644 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended and added to as follows:

§ 155.644 ACCESSORY DWELLING UNITS.

(A) *Intent.* In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of accessory dwelling units consistent with Cal. Government Code § 65852.2.

(B) *Interpretation.* In cases of conflict between this section and any other provision of this title, the provisions of this section shall prevail. To the extent that any provision of this section is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

(C) *Applications:*

(1) *Administrative Review:* All accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within 60 days upon presentation of a complete application to build an accessory dwelling unit if the plans conform to the standards and criteria provided in subsection (D) and (E) of this section. If the accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(2) *Fees:* Applications for an accessory dwelling unit shall be accompanied by an application fee and shall be subject to applicable inspection and permit fees.

(D) *Accessory dwelling unit standards.* The following standards and criteria shall apply to the creation of an accessory dwelling unit:

(1) The accessory dwelling unit shall be allowed only on a lot or parcel that zoned for residential use with an existing or proposed residential dwelling.

(2) There shall not be more than one accessory dwelling unit per lot or parcel, except as provided for in subsection F(1)(a).

(3) An accessory dwelling unit that conforms to the development standards of this section is deemed to be an accessory use and/or structure and

will not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to conform to the zoning and General Plan.

(4) The accessory dwelling unit may be attached to or detached from the primary residential dwelling or located within an existing or proposed single-family residence.

(5) Floor Area Standards:

(a) The detached or attached accessory dwelling unit with one or less bedroom shall not exceed a total floor area of 850 square feet.

(b) The detached or attached accessory dwelling unit with more than one bedroom shall not exceed a total floor area of 1,000 square feet.

(c) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(d) The minimum floor area for an accessory dwelling unit shall be 150 square feet.

(6) Setback Standard:

(a) The accessory dwelling unit shall comply with the front setback standard applicable to the specific zone in which it is located, unless otherwise modified by this section.

(b) The accessory dwelling unit shall be set back no less than four feet from the side and rear property line.

(c) Notwithstanding any other provision of this section, no setback shall be required for an existing permitted living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. A setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(7) The accessory dwelling unit shall not be greater than 16 feet in height.

(8) The attached or detached accessory dwelling unit shall be located within, to the rear, or to the side of the existing or proposed primary residence unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage.

(9) The accessory dwelling unit shall comply with all building, safety, fire and health codes, and all other applicable laws and regulations. Accessory dwelling units are not required to provide fire sprinklers if sprinklers are not required for the primary dwelling unit.

(10) Manufactured housing is allowed in compliance with the provisions herein and Health and Safety code section 18007; however, mobile homes, trailers and recreational vehicles shall not be used as accessory dwelling units.

(11) In addition to all other required off-street parking, parking requirements for accessory dwelling units shall not exceed one space per unit. Parking may also be located in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that such parking is infeasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the city. Mechanical parking lifts may also be used for replacement parking.

(12) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of or conversion to an accessory dwelling unit, no replacement parking shall be required. Additionally, no parking shall be required for an accessory dwelling unit in any of the following instances:

(a) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(b) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(c) The accessory dwelling unit is part of the existing primary residence or an existing permitted accessory structure.

(d) When on-street parking permits are required but has not offered to the occupant of the accessory dwelling unit.

(e) When there is a car share vehicle located within one block of the accessory dwelling unit.

(13) The owner of the property on which the accessory dwelling unit is located shall reside in either of the dwelling units on the property as his/her/their principal residence. This is a perpetual requirement that runs with the land, and a restrictive covenant establishing this requirement shall be recorded prior to occupancy of the accessory dwelling unit. This provision shall not apply to an accessory dwelling unit approved between January 1, 2020 and January 1, 2025.

(14) The accessory dwelling unit and the primary residential dwelling may be rented concurrently provided that the term of the rental is at least 31 days or more, but the accessory dwelling unit shall not be sold or owned separately from the primary dwelling.

(15) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(a) For attached units or units located within the living area of the existing dwelling and meeting the definition of subdivision (F)(1)(a) below, the city shall not require the applicant to install a new or separate utility connection between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge. Such requirements and charges may be imposed when the accessory dwelling unit is being constructed in connection with a proposed single-family residential dwelling.

(b) For all other accessory dwelling units other than those described in subdivision (D)(16)(a) below, the city may require a new or separate utility connection directly between the accessory dwelling unit and the utility. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit upon the water or sewer system based upon either its size or the number of its plumbing fixtures, and may not exceed the reasonable cost of providing the water or sewer service.

(16) Impact Fees:

(a) No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.

(b) For accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.

(c) All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code sections 66000 et seq. and 66012 et seq.

(d) For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code section 65852.2(f).

(17) The provisions of this section shall not apply to any accessory dwelling units for which the city issued conditional use permits prior to the effective date of this section.

(18) Prior to obtaining a building permit for the accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.

(E) *Design Standards.*

(1) The accessory dwelling unit shall be designed to be architecturally compatible with the primary dwelling. A site plan, elevations and floor plan depicting said architectural compatibility shall be submitted to the Director of Planning and Development for ministerial review and approval prior to the issuance of any building permits.

(2) When feasible, windows facing an adjoining residential property shall be designed to protect the privacy of neighbors. If window placement does not protect privacy, then fencing or landscaping might be used to provide screening.

(3) An accessory dwelling unit shall have a separate exterior entrance from the primary dwelling unit.

(4) To the maximum extent feasible, the accessory dwelling unit shall not alter the appearance of the primary single-family dwelling unit.

(5) When feasible, no more than one exterior entrance on the front or on any street-facing side of the primary dwelling unit and accessory dwelling unit combined.

(6) No exterior stairway shall be located on the front or on any street-facing side of the accessory dwelling unit.

(F) *Mandatory Approvals.*

(1) Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone:

(a) A junior or accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure subject to the following requirements:

(i) An expansion of up to 150 square feet shall be allowed in an accessory structure that is converted to an ADU solely for the purposes of accommodating ingress and egress.

(ii) The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

(iii) The side and rear setbacks shall be sufficient for fire and building and safety.

(iv) If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 155.644.1 below.

(b) One detached or attached accessory dwelling unit subject to the following requirements:

(i) The accessory dwelling unit shall be set back no less than four feet from the side and rear property line.

(ii) The accessory dwelling unit shall be on a lot or parcel with an existing or proposed single-family dwelling.

(iii) The accessory dwelling unit shall not exceed 800 square feet in size.

(iv) The accessory dwelling unit shall not exceed 16 feet in height.

(v) A junior accessory dwelling unit may be developed with this type of detached accessory dwelling unit, it shall comply with all requirements of Section 155.644.1 below.

(c) On a lot with a multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but no limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.

(d) On a lot with a multifamily dwelling structure, up to two detached units, provided that neither unit is greater than 16 feet in height, is provided with at least a four foot side and rear yard setback. The maximum square footage shall comply with the limits set forth in subsection D (5) of this section.

(2) For those accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

(G) *Enforcement.* Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that substantially provides as follows:

(1) You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Planning Department. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

(2) This provision shall only apply if the accessory dwelling unit was built before January 1, 2020 and after July 25, 2020.

SECTION 5. Section 155.644.1 of Title 15, Chapter 155 of the Santa Fe Springs Municipal Code is hereby amended and added to as follows:

§ 155.644.1 JUNIOR ACCESSORY DWELLING UNITS.

(A) *Intent.* In enacting this section, it is the intent of the city to encourage the provision of junior accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Junior accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create junior accessory dwelling units can benefit from added income, and an increased sense of security. Allowing junior accessory dwelling units in residential zones provides needed additional rental housing. This section provides the requirements for the establishment of junior accessory dwelling units consistent with Cal. Government Code § 65852.22.

(B) *Administrative review.* All junior accessory dwelling unit applications shall be ministerially approved by the Director of Planning and Development and a permit issued within 60 days upon presentation of a complete application to provide a junior accessory dwelling unit if the plans conform to the standards and criteria provided in division (C) and (D) of this section. If the junior accessory dwelling unit is being proposed in conjunction with a new single-family dwelling, the Director may delay acting on the permit application until the City acts on the permit application for the new single-family dwelling. The City shall grant a delay if requested by the applicant.

(C) Junior accessory dwelling unit standards. The following standards and criteria shall apply to the creation of a junior accessory dwelling unit:

(1) A maximum of one junior accessory dwelling unit shall be permitted per residential lot containing an existing or proposed single-family dwelling. Junior accessory dwelling units do not count towards the density requirements of the general plan or zoning ordinance.

(2) The property owner shall occupy either the main single-family dwelling or the junior accessory dwelling unit.

(3) The junior accessory dwelling unit or the main single-family dwelling may be rented, provided the rental term is at least 31 days or more, but the junior accessory dwelling unit shall not be sold or owned separately from the single-family dwelling.

(4) The junior accessory dwelling unit must be created within the existing walls of an existing single-family dwelling.

(5) The junior accessory dwelling unit shall not exceed 500 square feet in size.

(6) The junior accessory dwelling unit shall include a separate exterior entrance from the main entrance to the single-family home. An interior entry to the main living area shall be required if the junior accessory dwelling unit shares sanitary facilities with the single-family home. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.

(7) The junior accessory dwelling unit shall include a food preparation area, requiring and limited to the following components:

(a) A cooking facility with appliances; and

(b) A food preparation counter and storage cabinets which do not exceed six feet in length.

(8) No additional off-street parking is required beyond that required for the main single-family dwelling.

(9) Utility service. A separate water connection or meter, and a separate sewer service connection are not required for a junior accessory dwelling unit. Water and sewer service for the junior accessory dwelling unit is shared with the main single-family dwelling unit.

(10) The junior accessory dwelling unit shall comply with all applicable building standards and shall be subject to permit and inspection fees to ensure such compliance. Fire sprinklers shall be required if they are required in the existing or proposed single-family residence.

(11) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

(12) Prior to obtaining a building permit for the junior accessory dwelling unit, a deed restriction, in a form satisfactory to the City Attorney, shall be recorded with the County Recorder to evidence and give notice of the requirements of this section.

(D) The City shall not require the correction of a legal, nonconforming zoning conditions for approval of a junior accessory dwelling unit.

SECTION 6. Effective Date. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage thereof.

Except as amended above, all other provisions of the Zoning Regulation in the City Code shall remain in full force and effect.

PASSED and ADOPTED this ____ day of _____, 2020, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

William Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

June 11, 2020

NEW BUSINESS

Introduction and Discussion of City's Proposed Fiscal Year 2020-21 Budget and Related Items

RECOMMENDATION

- Provide staff direction regarding revenue and expenditure matters included in the Fiscal Year 2020-21 proposed budget.

BACKGROUND

We are pleased to present the proposed operating budget for the City of Santa Fe Springs for the fiscal year 2020-21. This year presented itself with one of the most daunting challenges we have faced as the COVID-19 pandemic continues to leave its mark on the economy and on our way of life. This budget has been prepared during a time of crisis that has changed the world. The damage and disruption is well known; loss of life, lack of supplies and room to treat those who are ill, school closures, businesses shutting down, and unemployment accelerating at an unprecedented rate. It would be an understatement to say that this global pandemic has changed the world's economy.

We are facing continued challenges on more than one front. First, there is the unparalleled global effort to slow the spread of COVID-19 disease and to keep our most vulnerable protected. Several decisions will need to be made in the coming weeks and months to ensure our community remains safe while we simultaneously adapt to ensuring continuity of the delivery of essential public services.

Locally, we see the economic impact from COVID-19 in very real terms: our local restaurants and retail centers have modified the way in which they operate, there are long lines at the grocery stores, and friends and neighbors are working from home or have seen their employers close the doors as a result of statewide Stay at Home orders causing staggering unemployment levels (20.3% in the County of Los Angeles and 12.9% in Santa Fe Springs – preliminary April figures, EDD).

These difficult images are not lost on our community or on our organization. Under the direction of the City Council, we also closed the doors and transitioned to work from home for our full-time staff and continued to support our part-time staff for several weeks.

We also extended the closures of City facilities and events until at least June 30, 2020 as we try to control the spread and flatten the curve. This was the right decision from a public health standpoint; it is saving lives.



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However, these decisions have had and will continue to have profound financial impacts. This is a situation that we will continue to monitor closely and weigh difficult options to ensure that the City remains a viable organization during the pandemic and the economic recovery that is likely to last into 2021.

Fortunately, over the years, the City Council and staff have prepared for the devastating effects of a potential downturn. The City's reserve levels are approximately 40% of our operating expenditures (\$22.7 million) and the City also has a healthy Economic Contingency funded at \$3.7 million. These funds, which are the results of the Council's financial stewardship, has allowed the City to be in a position in which we can continue operating at our current service levels and fund critical capital improvements; but staff will also continue to closely monitor the revenues and any adverse fluctuations in expected trends.

Using the operating reserves and any other one-time funding is only a short-term strategy; which is why this year's recommended budget is a status quo or a "rollover" budget. Although fiscal restraints were in place while developing this proposed budget, this proposed budget also furthers the Council's unwavering commitment to providing resources towards improving the quality of life for our community even during uncertain times. We remain hopeful and optimistic about the future financial trends and will remain diligent in monitoring and reviewing our budgeted revenues and expenditures as well as pursuing economic development and revenue enhancement opportunities.

FY 2019-20 Final Estimate

Staff anticipates ending this fiscal year with a \$3.2 million operating surplus and an approximate \$93,000 increase in available fund balance at year-end after making the budgeted one-time transfers of \$3.1 million to the following funds:

- Equipment Replacement Fund: \$950,000
- Capital Improvement Program Funding: \$750,000
- Unfunded Liability Reserve: \$750,000
- Economic Contingency Reserve: \$500,000
- Employee Benefits Fund: \$135,200

These set-aside funds consist of restoring transfers that had been made in order to balance the FY 2017-18 and FY 2018-19 budgets along with establishing a trust fund for the City's unfunded liabilities and increasing the reserve for economic contingencies.

The City's Water Utility fund is anticipated by staff to have an operating deficit of approximately \$1.2 million at year end. Revenues continue to remain relatively flat



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while expenditures, particularly the cost of obtaining water, are increasing at a faster pace. In order to begin to address this, the City Council, on May 28, 2020, approved the new water rates that will be phased in beginning on June 1, 2020.

In addition, there is a continuing need for Capital Improvement Projects related to the source of water to aid in stabilizing the growing cost of water from outside sources. The cost to have an operating well in both of the City's water zones is expected to be approximately \$10 million. Other options for water supply sources are also being considered, but all come with a capital investment requirement. The Water Utility is expected to have approximately \$2.3 million in the CIP reserve by the end of June 2020. So, while funds have been accumulated, the amount available falls well short of the needs.

FY 2020-21 Proposed Budget Highlights

The proposed General Fund budget has an estimated \$1.9 million budget deficit. This is primarily due to a 9% (or \$5.4 million) decline in the City's General Fund revenues and a \$1.2 million increase in CalPERS contributions.

Even though there is an estimated budget deficit, the City recently made the final payment of the fire pension bond. This payoff has provided a net savings of approximately \$800,000. The savings were used to partially fund new needs in the City's operations, including:

- Replacement of Fire Department Radio Equipment;
- Replacement of various vehicles;
- Funding for cost increases to the City of Whittier police services contract;
- Funding for the 2020 Elections;
- Funding for non-recurring expenditures, which include replacements of furniture in public facilities, a Citywide Master Wi-Fi Plan and refurbishments of public facilities, and;
- Funding for various contracts including janitorial, landscaping, economic development and various IT related contracts.

The following table summarizes the proposed sources and uses for FY 2020-21, along with the mid-year and final estimated amounts for FY 2019-20:



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	Mid-Year Budget FY 2019-20	Final Estimate FY 2019-20	Manager Recommended FY 2020-21
Sources			
Estimated General Revenues	\$ 60,219,500	\$ 56,223,500	\$ 54,809,500
Total Sources	60,219,500	56,223,500	54,809,500
Uses			
Department Expenditures	50,705,700	48,995,600	52,607,350
Non-Recurring Expenditures	1,219,500	1,249,900	1,287,900
Capital Improvement Program Funding	2,800,000	2,800,000	2,800,000
Total Uses	54,725,200	53,045,500	56,695,250
Operating Surplus / (Deficit) Subtotal	5,494,300	3,178,000	(1,885,750)
One-Time Transfers*	3,085,200	3,085,200	-
Total Change in General Fund Reserves	\$ 2,409,100	\$ 92,800	\$ (1,885,750)

*One-time transfers as defined in the FY 2019-20 Final Estimate Section

Revenues / Sources

During FY 2020-21, General Fund revenues (not including the Water Utility Fund) are expected to total \$54.8 million. This does not include "applied" General Fund revenues (an additional \$13.5 million) that are derived from the operations of specific departments and allocated to offset those same departmental expenditures. The COVID-19 pandemic has affected the City's entire revenue base; from sales tax to the oil well tax, staff is anticipating decreases across the vast majority of sources.

The most significant decreases are to the City's largest revenue sources: sales tax (9.2%) and the transaction and use tax (14.4%), which is an approximately \$4.3 million decline. Sales tax and the transaction and use tax are proposed at \$25.4 million and \$10.3 million, respectively. These figures are budgeted based on projections provided by the City's consultants along with trend analysis of previous economic downturns. Although the effects of the pandemic on our economy are evident, the magnitude of the impact to our revenue sources still remains uncertain. As mentioned previously, staff will continue to monitor the sales tax information on a monthly basis and provide the City Council with updates as information becomes available.



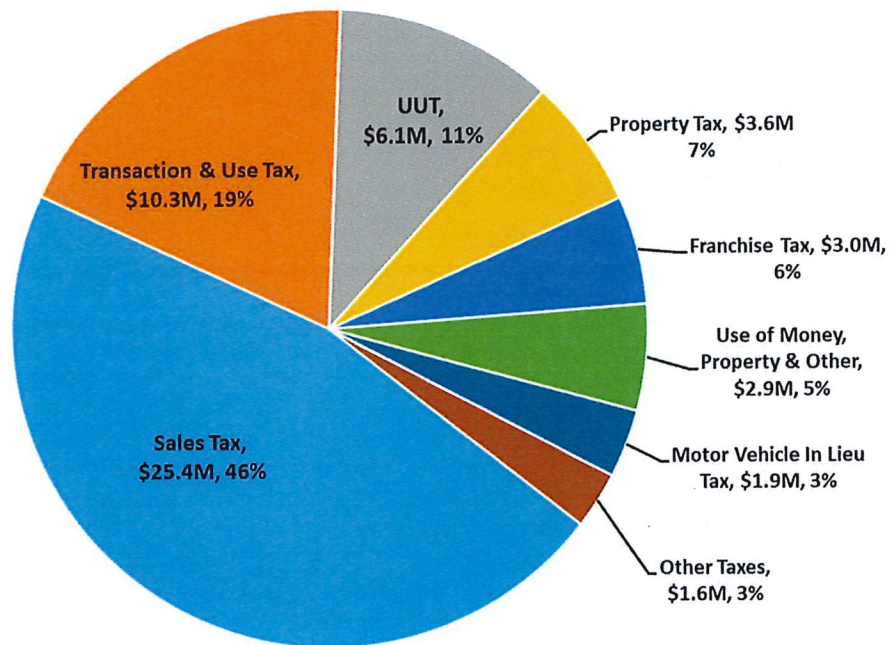
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The graph below illustrates an overall view of the City's revenues for the next fiscal year.

FY 2020-21 GF Revenue Sources: \$54.8M



Sales Tax Revenue

The State of California's Department of Tax and Fee Administration (CDTFA) disburses monies to counties and cities on a quarterly basis with advances paid monthly. Quarterly adjustments are made to reflect the actual funds collected. The sales tax is charged upon the retailers who sell tangible property in the state. The tax is measured by gross receipts from retail sales at a rate of 10.5%. Effective April 1, 2019 the distribution of the tax of 10.5% is as follows: 8.5% to other governmental agencies and 2.0% to the City of Santa Fe Springs – 1% for Bradley-Burns and 1% for the Transaction & Use Tax (Measure Y).

Historically, the City has benefitted greatly from the large business community and the sales tax revenue generated. During the Great Recession, however, the City's revenues were disproportionately impacted by the downturn in the economy. Since then, modest gains have generally provided for a slow but steady rise. In FY 2014-15 sales tax revenue reached the pre-recession high of \$26.4 million followed by two

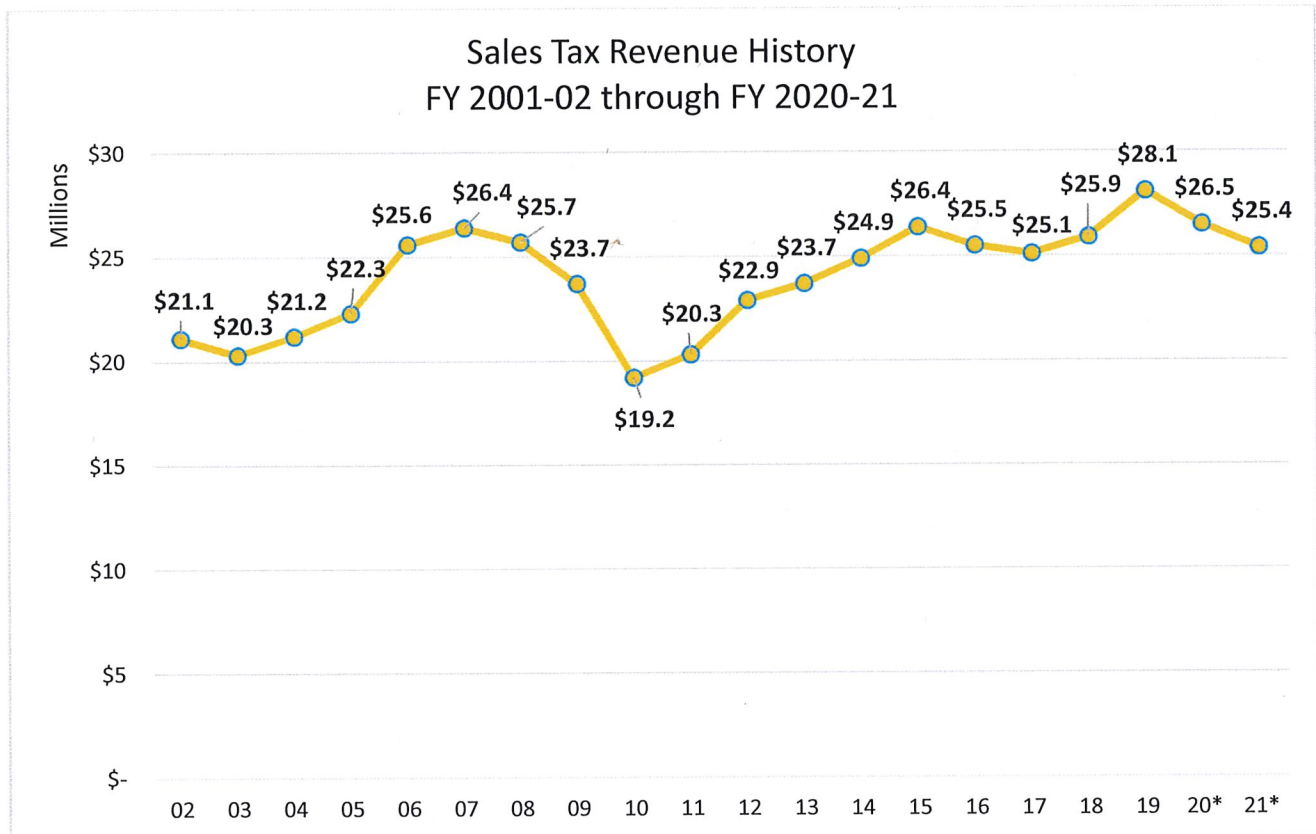


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years of declines to \$25.1 million in FY 2016-17. Sales tax received in FY 2018-19 (\$28.1 million) was the highest recorded in recent years and now it is anticipated that at year-end (FY 2019-20) the sales tax will experience a decrease of \$1.6 million followed by an anticipated additional \$1.1 million decline in FY 2020-21.



*Estimate

Transactions & Use Tax

In November 2018, the City of Santa Fe Springs voters approved a 1% transactions and use^a tax. The tax became effective April 1, 2019 with the first payment to the City beginning in June 2019. Transaction and use tax is essentially the same as the sales tax except that it is only subject to transactions delivered to customers within the City (i.e. point-of-destination) whereas sales tax applies to transactions originating within the City (i.e. point-of-sale). Due to uncertainties related to COVID-19 and the tax's relative recency, the FY 2019-20 final estimate and FY 2020-21 proposed figures are conservatively estimated at \$10.7 million and \$10.3 million, respectively.



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Utility Users' Tax

The Utility Users' Tax (UUT) is imposed on every individual or entity using a utility within the City. Utilities subject to the tax include electricity, gas, and telephone (including cellular telephones). Individuals and entities using these utility services pay a tax rate of 5.0% on all charges made for such services. As the third largest revenue source, the UUT is projected to account for 11% of the General Fund revenues.

A declining trend has been observed for the UUT in the past several months extending back to last fiscal year. This decline is due to numerous reasons including shift in consumer behavior, reduction in consumption, and the California Climate Credit part of the state's Cap-and-Trade Program. Even though the UUT is expected to decline by 3.1% for this upcoming fiscal year, the City anticipates generating \$6.1 million in UUT revenue for FY 2020-21.

Expenditures

Overall, General Fund expenditures and operating fund transfers are expected to total approximately \$56.7 million in FY 2020-21, or about \$2.0 million greater than the FY 2019-20 Mid-Year Budget of \$54.7 million. Departmental expenditures, net of applied revenues, are estimated at \$52.6 million in FY 2020-21 compared to the FY 2019-20 Mid-Year Budget of \$50.7 million. The increase of 3.7% is due to a variety of factors including: general rise in labor related costs – CalPERS contributions, step increases, health care increases, and minimum wage increases – and other approved operating needs previously mentioned at the beginning of this report.

The following chart illustrates the relative departmental expenditures:

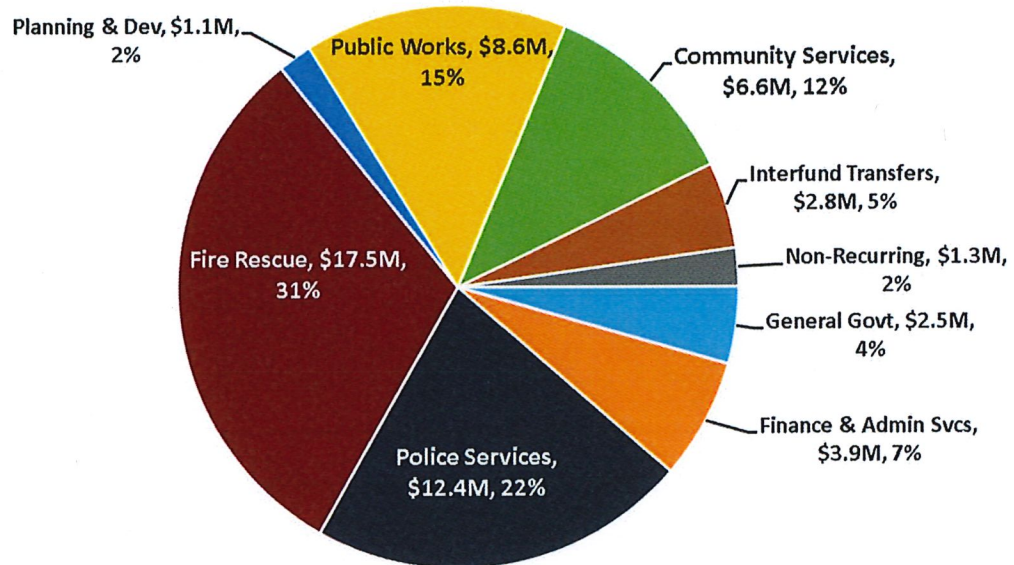


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FY 2020-201 GF Expenditures: \$56.7M



** Includes \$13.5 million in Applied Revenues; Gross expenditures are \$70.2 million*

FY 2020-21 Water Utility Proposed Budget

The proposed budget for FY 2020-21 has an approximate \$1.4 million budget deficit. As mentioned in this report, water revenues are being outpaced by the expenditures especially cost related to obtaining water. The adjusted revenue due to the new rates, which will be phased in beginning June 1, are included in the estimated revenues for the FY 2020-21 proposed budget. Total revenues are expected to increase by \$1.1 million (compared to year-end estimates) while expenditures are expected to increase by an additional \$1.3 million. This proposed budget does not include any contributions to the Water CIP.

The following table summarizes the proposed sources and uses for FY 2020-21, along with the mid-year and final estimated amounts for FY 2019-20:



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Activity Name	Mid Year Budget FY 2019-20	Final Estimate FY 2019-20	Manager Recommended FY 2020-21
Sources			
Estimated General Revenues	\$ 13,560,200	\$ 11,627,600	\$ 12,756,200
Uses			
Department Expenditures	13,177,500	12,784,100	14,126,640
Capital Improvement Projects	-	-	-
Total Uses	13,177,500	12,784,100	14,126,640
Surplus / (Deficit)	\$ 382,700	\$ (1,156,500)	\$ (1,370,440)

Conclusion

We must hope for the best while planning for all possibilities moving forward. As outlined above, our revenues are expected to decline and the magnitude of the impact to our revenues is still unknown. These revenue uncertainties coupled with dramatically increasing required contributions towards the City's unfunded pension liabilities are the difficult challenges our City is currently facing and will be facing in the future. As such, we must remain steadfast in monitoring our revenues, exploring cost savings scenarios, managing our expenditures and looking for efficiencies.

As we confront this dual health and economic crisis, we must continue the constant pursuit of our City's mission to deliver exemplary public services responsive to our entire community and consistent with our history, culture and unique character.

This is an incredibly difficult time for all of us, but through it all, I am proud of how our staff and community have come together. Our staff across all departments have responded with great work and ideas in response to the COVID-19 crisis. I want to thank the City Council and our staff for their exceptional efforts, their understanding and their commitment to working together to move our community forward.


Raymond R. Cruz
City Manager

Attachments:

1. Proposed FY 2020-21 Budget

Report Submitted By: Travis Hickey and Alvaro Castellon
Finance and Administrative Services

Date of Report: June 4, 2020



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

June 11, 2020

NEW BUSINESS

Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2020-2021

RECOMMENDATIONS

- Approve In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2020-2021; and
- Authorize the Mayor to execute the In-kind Services Agreement

BACKGROUND

The City of Santa Fe Springs partners with the Southeast Area Social Services Funding Authority (SASSFA) to provide a daily congregate and homebound delivered meal program to its senior citizen population. The meal programs are funded in part by a grant from the Los Angeles County Area Agency on Aging (AAA) acquired by SASSFA. The congregate meal program also obtains some funding through participant donations and from the City. The meal programs provide daily nutritious lunches to older adults at the Gus Velasco Neighborhood Center (GVNC), and also prepares, packages, and delivers the meals to homebound frail elderly, and disabled residents in the community. However, under the Safer-at-Home Order due to COVID-19, and the temporary closure of the GVNC, SASSFA has been delivering frozen meals. These meals are delivered to both, registered congregate meal senior citizens and home bound meal recipients. SASSFA continues to prepare and package deliveries in the GVNC kitchen for both meal programs. This will remain in effect until proper safety guidelines for the serving and delivery of hot meals are established by the Los Angeles County Department of Public Health and the City.

The renewal of the In-kind Services Agreement between SASSFA and the City of Santa Fe Springs occurs annually. This agreement will allow SASSFA the continued use of kitchen space at the GVNC for the preparation and delivery of the meals, and will support all services listed in the agreement once the GVNC is reopened for regular older adult services and activities. SASSFA operates at the GVNC Monday through Friday between the hours of 8:00 a.m. and noon. Furthermore, the In-kind Services Agreement serves as required documentation for SASSFA's auditing purposes and fulfills the Los Angeles County AAA grant requirement.

The term of the agreement is July 1, 2020 through June 30, 2021. The agreement is categorized by type of service - facility, office space, utilities, equipment and custodial services, which are all provided regularly to SASSFA by the City at the GVNC. The services are broken down by monthly rates, with an estimated usage space of 3,100 sq. ft., totaling an estimated value of \$34,734.



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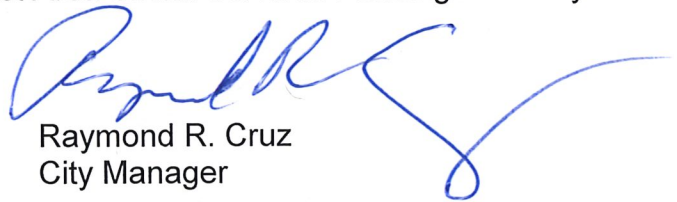
June 11, 2020

FISCAL IMPACT

The In-kind Services Agreement has no direct fiscal impact to the general fund. The agreement allows for additional resources to be offered to community residents.

LEGAL REVIEW

The City Attorney's office has reviewed the In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority.

A blue ink signature of Raymond R. Cruz, written in a cursive style.

Raymond R. Cruz
City Manager

Attachment:

1. In-kind Services Agreement "A"



Senior Services

10400 Pioneer Blvd., Suite 9, Santa Fe Springs, CA 90670 Phone: 562-699-3231 Fax: 562-699-5688

May 6, 2020

Mr. Ed Ramirez
Family and Human Services Manager
City of Santa Fe Springs
9255 S. Pioneer Blvd.
Santa Fe Springs, CA 90670

Re: In-Kind Service Agreement for fiscal year 2020 – 2021

Dear Mr. Ramirez,

Attached please find the In-Kind Services Agreements for fiscal year 2020 – 2021. In compliance with the County of Los Angeles, Area Agency on Aging Contracts, the in-kind agreement is required from each site we conduct programs. The agreement indicates the Gus Velasco Neighborhood Center will be furnishing space for us to conduct our senior nutrition and social services programs.

I have enclosed two originals of the agreements signed by SASSFA Executive Director, Kirk Kain. Please send back one original signed agreement for the City of Santa Fe Springs. Your assistance is appreciated. Please feel free to call me at (562) 699-3231 ext. 240 or e-mail at vcervantes@sassfa.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vilma Cervantes", is written over a light blue horizontal line.

Vilma Cervantes
Program Manager

IN-KIND SERVICES AGREEMENT "A"

(Between the Applicant Agency and a Second Party)

Effective July 1, 2020 through June 30, 2021

City of Santa Fe Springs agrees to provide
(In-Kind Agency)

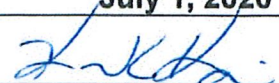
SASSFA with the following
(Applicant Agency)

in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	SQ/FOOTAGE (OR TIME/MO)	TOTAL ANNUAL \$ VALUE
Senior Services that include: Congregate & Home Delivered Meals, Caregiver Support, Home Based Care Services	Facility	\$859	3,000	\$10,308
	Office Space	\$156	100	\$1,872
	Utilities	\$516		\$6,192
	Equipment	\$724.50		\$8,694
	Custodial	\$639		\$7,668
TOTAL				\$34,734

AGREEMENT SUMMARY:

The City of Santa Fe Springs agrees to provide SASSFA with space at the Gus Velasco Neighborhood Center to provide elderly nutrition by means of congregate and home delivered meals.

In-Kind Agency:	<u>City of Santa Fe Springs</u>	Applicant Agency:	<u>SASSFA</u>
Name:		Name:	
Title:		Title:	<u>Kirk Kain, Executive Director</u>
Date:		Date:	<u>July 1, 2020</u>
Signature:		Signature:	



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

June 11, 2020

NEW BUSINESS

Amendment Number Two to Lease Agreements between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center and the Los Nietos Childcare Center

RECOMMENDATIONS

- Approve Amendment Number Two to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend lease term by one year at the Gus Velasco Neighborhood Center and Los Nietos Childcare Center; and
- Authorize the Mayor to execute Amendment Number Two to Lease Agreement.

BACKGROUND

On July 1, 2018, Options for Learning assumed the City's contract with the California Department of Education (CDE) to operate the California State Pre-school Program (CCPP) at the Gus Velasco Neighborhood Center (GVNC) and the Los Nietos Child Care Center. Additionally, Options for Learning entered into a (1) year Lease Agreement with the City to utilize the city's pre-school classrooms at the Gus Velasco Neighborhood Center (GVNC) and Los Nietos Child Care Center.

On June 13, 2019, City Council approved a one-year lease extension to continue to operate the child care programs while Options for Learning prepared to move their privately owned modular units to their preferred location at Los Nietos Park. City staff worked with Options for Learning regarding the planning, design, and installation of their modular units, which was estimated to take several months.

On February 25, 2020, Options for Learning met with City staff to inform us they are unable to continue with the child care building project due to the high cost of the project. However, Options for Learning remains invested in providing child care services in Santa Fe Springs and intends to uphold its partnership in offering services in the community. Options for Learning is requesting a one-year extension to continue to operate the child care programs at the GVNC and Los Nietos Child Care Center while working with the City to identify an alternate plan.

Initial discussions with Options for Learning included the potential use of the Los Nietos Child Care Center year-round for both, the GVNC full-day program and the existing half-day state preschool program. Unfortunately, due to the pandemic and closures of both City and Options for learning facilities, discussions and decisions were temporarily



City of Santa Fe Springs

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halted. Upon the re-opening of all facilities, planning discussions will resume and will include feedback by the City Council Child Care sub-committee. Staff will provide updates to City Council as they become available.

Under the terms of the existing lease agreements, the agreements may be extended for two (2) five (5) year terms upon mutual consensus by the City and Options for Learning. Amendment Number Two to the Lease Agreement will allow Options for Learning to use the Gus Velasco Neighborhood Center and Los Nietos Child Care Center through June 30, 2021.

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed amendments.

FISCAL IMPACT

Approval of Amendment Number Two to Lease Agreements between the City of Santa Fe Springs and Options for Learning to extend the lease agreements by one year at the Gus Velasco Neighborhood Center and Los Nietos Child Care Center will have no major financial impact to the City. Options for Learning will continue to pay \$100/month to use the City-owned Los Nietos Child Care Center and Options for Learning now maintains the lease of the William Scotsman modular units at the GVNC.


Raymond R. Cruz
City Manager

Attachments:

1. Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Los Nietos Child Care Center
2. Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center
3. Amendment Number Two to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Gus Velasco Neighborhood Center
4. Amendment Number Two to Lease Agreement between the City of Santa Fe Springs and Options for Learning at Los Nietos Child Care Center

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT LOS NIETOS CHILD CARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into on this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

WHEREAS, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age program at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool and childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Los Nietos Child Care Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for two (2) additional five (5) year terms ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of one hundred dollars (\$100.00) per month for the Initial Term. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent and the amount charged by Lessee to families that participate in the Child Care Program. All rent shall be due and payable, in

advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Lessee understands and agrees that the Leased Premises are commonly utilized by Lessor for community and other events. Lessor will provide annual calendar of scheduled events to Lessee and will conduct a pre-inspection walkthrough of the Leased Premises prior to each scheduled event. If the Leased Premises sustains damage, stolen or lost items while in the lessor's possession, the lessor shall be responsible for repair or replacement. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all

interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises and the following interior facilities, equipment and fixtures: plumbing fixtures, lines for water in the interior of the Leased Premises, HVAC, gas, steam, sprinkler, fire extinguishers and fire protection systems and equipment, and mechanical facilities.

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

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

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

3. Workers' compensation insurance as required by the State of California. Options for Learning agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

D. Certificates of Insurance. Lessee shall provide to Lessor certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement.

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction

or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR
City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE
Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such

interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will be made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

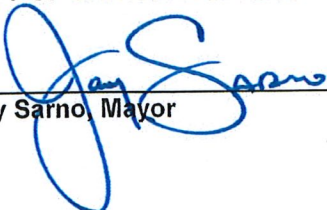
SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects, in accordance with this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required to help accomplish the encumbrance. Lessor shall provide written notice to the Lessee at least sixty (60) days prior to the encumbrance.

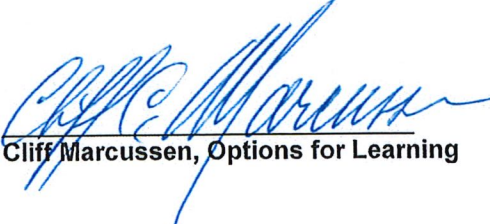
EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

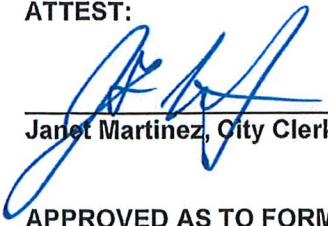


Jay Sarno, Mayor



Cliff Marcussen, Options for Learning

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Yolanda M. Summerhill, City Attorney


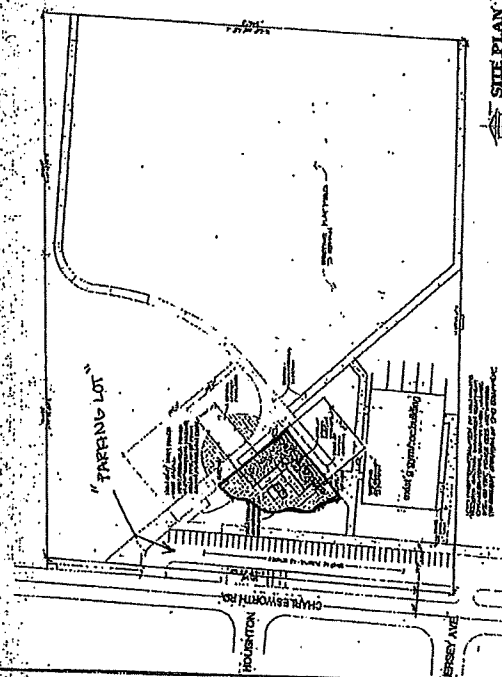
EXHIBIT 1

SITE MAP OF THE LEASED PREMISES

11143 CHARLESWORTH ROAD,
SANTA FE SPRINGS, CALIFORNIA
REMODEL OF EXISTING FACILITY.

11143 CHARLESWORTH ROAD,
SANTA FE SPRINGS, CALIFORNIA

REMODEL OF EXISTING FACILITY.



SHEET INDEX		DATA	
1	General Information	2	Technical Data
3	Material Properties	4	Test Results
5	Manufacturing Process	6	Quality Control
7	Installation Instructions	8	Maintenance Procedures
9	Warranty Information	10	Other Documents

GENERAL NOTES	
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ABBREVIATIONS

ABN	American Broadcasting Company	KRNB	Reno Nevada Broadcast Station
ABC	Associated Black Companies	L.A.	Los Angeles
AD	Admission	M.B.	Master of Business Administration
ADP	Automatic Data Processing	M.D.	Medical Doctor
AG	Agent	M.F.	Master of Fine Arts
AGC	Association of General Contractors	M.I.	Master of Information Science
AI	Artificial Intelligence	M.J.	Master of Journalism
ALB	Albanian Language Book	M.L.	Master of Literature
ALG	Algorithm	M.S.	Master of Science
AM	Amateur Music	NBA	National Basketball Association
AN	Antenna	NBC	National Broadcasting Company
AND	And	NFL	National Football League
ANG	Anglo-Saxon	O.R.	Operation Research
ANT	Antenna	P.H.D.	Philosophy Doctor
AO	Army Officer	P.M.	Public Manager
AP	Associated Press	P.O.	Post Office
APP	Application	P.P.T.	Police Protection Team
AR	Architectural Record	R.C.	Recreation Center
ARMY	United States Army	R.N.	Registered Nurse
AS	Associate	S.A.	Senior Analyst
AT	Automated Teller	S.E.	Senior Engineer
ATM	Automated Teller Machine	S.G.	Staff Sergeant
ATTN	Attention	T.V.	Television
AUG	August	V.P.	Vice President
BAC	Bank of America	W.B.	White Brotherhood
BANK	Banking	X.R.	X-ray
BAY	Bay Area	Y.O.	Youth Organization
BCH	Bureau of Census History	Z.N.	Zonal Network
BCL	Bureau of Civil Liberties		
BCT	Bureau of Criminal Trials		
BDC	Bureau of Developmental Control		
BEL	Bureau of Economic Life		
BEP	Bureau of Environmental Planning		
BET	Bureau of Educational Technology		
BIB	Bureau of Bibliography		
BIL	Bureau of International Law		
BIR	Bureau of Internal Revenue		
BIS	Bureau of International Statistics		
BIV	Bureau of International Visitation		
BOL	Bureau of Labor Relations		
BOM	Bureau of Operations Management		
BON	Bureau of Organizational Networks		
BOP	Bureau of Operational Procedures		
BOS	Bureau of Occupational Studies		
BOT	Bureau of Occupational Therapy		
BPC	Bureau of Professional Conduct		
BPD	Bureau of Professional Development		
BPR	Bureau of Professional Regulation		
BPS	Bureau of Professional Standards		
BPT	Bureau of Professional Training		
BQC	Bureau of Quality Control		
BQD	Bureau of Quality Design		
BQE	Bureau of Quality Engineering		
BQF	Bureau of Quality Finance		
BQG	Bureau of Quality Governance		
BQH	Bureau of Quality Health		
BQI	Bureau of Quality Information		
BQJ	Bureau of Quality Justice		
BQL	Bureau of Quality Leadership		
BQM	Bureau of Quality Management		
BQN	Bureau of Quality Networking		
BQO	Bureau of Quality Operations		
BQP	Bureau of Quality Production		
BQR	Bureau of Quality Research		
BQS	Bureau of Quality Services		
BQT	Bureau of Quality Testing		
BQU	Bureau of Quality Utilization		
BQV	Bureau of Quality Verification		
BQW	Bureau of Quality Warranties		
BQX	Bureau of Quality X-ray		
BQY	Bureau of Quality Y-axis		
BQZ	Bureau of Quality Z-axis		

[illegible]

A black and white vicinity map of a city area. The map shows a grid of streets. A large, irregularly shaped area is outlined in a thick black line, representing the subject property. This area is located in the center-left of the map. To the right of this area, there is a large, rectangular area labeled 'CITY CENTER'. The map also shows various other streets and landmarks, including a large area labeled 'DOWNTOWN' at the bottom. The map is oriented with North at the top.

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

OPTIONS FOR LEARNING

AT THE

GUS VELASCO NEIGHBORHOOD CHILDCARE CENTER

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this 12th day of April, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Lessee" or "Options for Learning").

RECITALS

WHEREAS, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center and school age children at Lakeview Elementary School ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE"); and

WHEREAS, on or about February 22nd, 2018, the City Council approved a "Subcontract for Child Development Preschool Services" in order to transition the City's Childcare Program to Options for Learning;

WHEREAS, the City and Options for Learning now enter into the Lease Agreement for the use of City property where the full day preschool childcare program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee a portion of the property commonly known as the Gus Velasco Neighborhood Childcare Center and more particularly described in Exhibit 1 subject to the terms and conditions contained in this Lease. In addition, Lessee understands and agrees that the Lease Agreement is contingent upon Lessee entering into an assignment and assumption in substantial conformity with Exhibit 2 of the lease agreement and lease term renewal agreement with William Scotsman for use of the modular units on the Leased Premises.

SECTION 3. LEASE TERM

- A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on July 1, 2018 ("Commencement Date") and ending on June 30, 2019. Upon mutual agreement by Lessor and Lessee, this Agreement may be extended for one (1) additional five (5) year term ("Extension") subject to the rights of termination as set forth in Section 19.
- B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

Commencing July 1, 2018, Lessee shall be responsible for any and all rental of the modular units payable to William Scotsman in the amount and subject to the terms of the agreement with William Scotsman or as

required from any other provider. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, Lessor, at its discretion, may reassess monthly rent and charge a reasonable monthly rent. In the event the City charges rent, all rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. Except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance, repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

The failure of Lessee to make any payment of rent within ten (10) days of the due date and, therefore, if any rent payment is not made within ten (10) days of its due date, Lessee agrees to pay Lessor a ten percent (10%) late charge.

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

1. The Leased Premises shall only be used by Lessee for the Childcare Program from the hours of 6:00 am to 7:00 pm Monday through Friday year round. Notwithstanding the foregoing, Lessee may utilize the Leased Premises outside the hours and months of operation set forth herein, subject to receiving advanced written consent by Lessor.
2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
4. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1) subject to Lessor returning the Leased Premises to the condition it was in prior to its use.

B. Use of Leased Premises. Lessee shall provide affordable child care to for residents of the City of Santa Fe Springs and other families of surrounding communities.

SECTION 7. PROHIBITED USES

Lessee will not commit or permit the commission of any acts in the Leased Premises, nor use or permit the use of the Leased Premises in any way that:

- A. Materially increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy carried by Lessor insuring the Leased Premises or its contents so long as Lessor has delivered to Lessee a copy of such insurance policies;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Premises;
- C. Constitutes a nuisance under state or local law, or otherwise.

SECTION 8. CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the modular units in accordance with its agreement with William Scotsman or other provider of modular units including repairs of all interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass

(including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement. Additionally, Lessee shall be responsible for maintenance of the exterior of the modular units and all facilities, equipment, and fixtures on the exterior of the Leased Premises used or associated with the Child Care Program such as playground equipment.

C. Lessor Maintenance and Repairs. Lessor shall be responsible for routine maintenance of the exterior of the Leased Premises such as landscaping...

SECTION 9. ALTERATIONS BY LESSEE

No structural alteration, addition, or improvement to the Leased Premises will be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee must obtain all necessary governmental permits required for any alteration, addition, or improvement approved by Lessor, and must comply with all applicable governmental law, regulations, ordinances, and codes. Any alteration, addition, or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, will at Lessor's option become the property of Lessor on the expiration or other earlier termination of this Agreement; provided, however, that Lessor will have the right to require Lessee to remove the trade fixtures at Lessee's cost on termination of this Lease.

SECTION 10. MECHANICS' LIENS

If Lessee causes any alterations, additions, or improvements to be made to the Leased Premises, Lessee agrees to keep the Leased Premises free of liens for both labor and materials. If a lien is placed on the Leased Premises in connection with any construction, repair, or replacement work that Lessee may or must cause to be performed under this Lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee must reimburse Lessor for the full amount paid within thirty (30) days after that amount is paid by Lessor; otherwise Lessee will be in default of this Lease.

SECTION 11. INSPECTION BY LESSOR

Upon no less than twenty-four (24) hours' prior written notice, Lessee will permit Lessor or Lessor's agents, or representatives, to enter the Leased Premises at all reasonable times.

SECTION 12. UTILITIES

City shall install a smart meter to track Options for Learning's electricity usage. Options for Learning shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and trash disposal services.

SECTION 13. INSURANCE

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

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

3. Workers' compensation insurance as required by the State of California. Options for Learning agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Options for Learning for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

SECTION 14. INDEMNIFICATION

A. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Premises or any part of the Property by or from any cause whatsoever, except injury or damage to Lessee resulting from the active negligence or willful misconduct of Lessor.

B. Lessee shall indemnify and hold Lessor harmless from, and defend Lessor against, any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Premises or any part of it, and occurring in, on, or about any common areas of the Leased Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees, or invitees.

SECTION 15. DESTRUCTION OF LEASED PREMISES

If the Leased Premises of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor in its sole discretion may choose to repair it at Lessor's sole cost and expense, and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Premises. Lessor may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Lessee three months prior written notice of the termination, with no further obligation by either party under this Lease. In the event the Leased Premises is damaged or destroyed by any cause not the fault of Lessee to such an extent that it unreasonably prevents Lessee from being able to use the Leased Premises for the intended purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Leased Premises without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Premises or any part of it or allow any other persons, other than its employees and agents, to occupy or use the Leased Premises or any part of it without the prior written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

The following shall constitute a default under and a breach of this Lease by Lessee:

- A. The nonpayment of rent when due, when the nonpayment continues for thirty (30) business days after written notice to pay rent or surrender possession of the Leased Premises has been given by Lessor to Lessee.
- B. A failure to perform any provision, covenant, or condition of this Lease, other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Lessor to Lessee; provided however, that any such notice will be in lieu of, and not in addition to, any notice required under the unlawful detainer statutes, California Code of Civil Procedure Section 1161 et seq.
- C. The abandonment or vacation of the Leased Premises before expiration of the term of this Lease.
- D. A receiver is appointed to take possession of all or substantially all of Lessee's personal property located at the Leased Premises or of Lessee's interest in this Lease, when possession is not restored to Lessee within thirty (30) days.
- E. Lessee makes a general assignment for the benefit of creditors.
- F. The execution, attachment, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Agreement, when the seizure is not discharged within thirty (30) days.
- G. The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

SECTION 18. LESSOR'S REMEDIES

If Lessee breaches or is in default under this Lease and such breach or default continues beyond all applicable notice and cure periods, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
 - 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
 - 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least nine (9) months written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

The waiver by either party of any breach by the other party of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by the breaching party either of the same or a different provision of this Lease.

SECTION 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

LESSOR

City of Santa Fe Springs
11610 Telegraph Road
Santa Fe Springs, CA 90670

LESSEE

Options For Learning
885 S. Village Oaks Dr., Ste. 21
Covina, CA 91724

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

SECTION 22. ATTORNEY'S FEES

If any litigation is commenced between the parties to this Agreement concerning the Leased Premises or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

SECTION 24. SOLE AND ONLY AGREEMENT

With the exception of an agreement between Options for Learning and William Scotsman and/or other provider for the use of the modular buildings on the Leased Premises, this instrument constitutes the sole and only full, final, and complete agreement between Lessor and Lessee respecting the Leased Premises or the leasing of the Leased Premises to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Lessor and Lessee.

SECTION 25. TAXES AND ASSESSMENTS

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Leased Premises or upon fixtures, equipment, or other property installed or constructed thereon, will be the full responsibility of the Lessee, and Lessee will cause said taxes and assessments to be paid promptly.

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

If Lessee abandons or quits the Leased Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Leased Premises thirty (30) days after such event will be deemed to have been transferred to Lessor. Lessor will have the right to remove and to dispose of such property without liability therefore to or to any person claiming under, and will have no need to account therefore.

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with all governing laws, rules, regulations and bylaws, and that this Lease is binding upon Lessor. Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with all governing laws, rules, regulations and by-laws, and that this Lease is binding upon Lessee.

SECTION 28. PUBLIC RECORDS

Any and all written or electronic information, document or record submitted to or obtained by Lessor from Lessee or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise, at the option of Lessor, may be treated as a public record which will made open to the public for inspection or copying pursuant to the California Public Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof. Lessee hereby waives, for itself, its agents, employees, subs and any person claiming by through or under Lessee, any right or claim that such information is not a public record or that the same is a trade secret or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

SECTION 30. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor is not, and will not in any way or for any purpose become, a partner of Lessee in the conduct of Lessee's business. This Lease and any related documents will under no circumstances constitute a joint venture or partnership between Lessor and Lessee. The provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

SECTION 31. COOPERATION BETWEEN PARTIES

Lessee and Lessor will cooperate with Lessor each other in all respects under the terms of this Agreement. Furthermore, if at some later date Lessor desires to encumber the Property for any reason, in Lessor's sole discretion, will cooperate with Lessor in whatever manner is reasonably required.

EXECUTED on April 12, 2018 at SFS, Los Angeles County, California.


IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS


Jay Sarno, Mayor


Cliff Marcussen, Options for Learning

ATTEST:



Janet Martinez, City Clerk

APPROVED AS TO FORM:



Yolanda W. Summerhill, City Attorney

EXHIBIT A

SITE MAP OF PROPERTY



EXHIBIT 2

**ASSIGNMENT AND ASSUMPTION AGREEMENT
WITH ATTACHMENTS INCLUDING
CITY/WILLIAM SCOTSMAN LEASE AGREEMENT
AND
LEASE RENEWAL TERM**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated this ____ day of April, 2018 is between the City of Santa Fe Springs, a California Municipal Corporation ("Assignor"), Options for Learning, a California non-profit corporation ("Assignee"), and William Scotsman, a California corporation ("Lessor").

RECITALS

WHEREAS, on or about November 30th, 2009, the City and William Scotsman entered into a Lease Agreement attached hereto as Exhibit A for the use of the modular buildings at the Gus Velasco Neighborhood Center located at 9255 Pioneer Boulevard, Santa Fe Springs, CA 90670;

WHEREAS, on or about August 10, 2017, the City and William Scotsman entered into an Amendment to Lease Agreement ("Lease Term Renewal") which extended the term of the Lease Agreement through August 9, 2019;

WHEREAS, Section 14 of the Lease Agreement requires William Scotsman prior written consent in order for the City to assign the Lease Agreement; and

WHEREAS, the City is contracting with Options for Learning to provide child care services at the Property.

NOWHERE, the parties agree to the following:

Section 1. Assignment. In accordance with Section 14 of the Lease Agreement, William Scotsman authorizes the assignment of the Lease Agreement and Lease Term Renewal to Options for Learning. All notices and correspondence shall be provided to Options for Learning as follows:

Cliff Marcussen, CEO
Options for Learning
885 So. Village Oaks Drive
Covina, CA 91724
Phone: (626) 967-7848

Section 2. Remainder. In all other respects, the Lease Agreement and Lease Term Renewal shall remain in full force and effect.

EXECUTED on _____ at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

WILLIAM SCOTSMAN

OPTIONS FOR LEARNING

Cliff Marcussen

CITY OF SANTA FE SPRINGS

Ray Cruz, City Manager

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill, City Attorney



AN ALSCOO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 504763
Equipment Serial/Complex Number: OPR-78040
Value: \$131,691.95

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 11/30/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Regal Roof, repaint exterior of building including doors, relavel, resurfacing and paint steps and relavel, resurfacing and paint ramp, patch and repair carpet seams,
2. The rental rate per month during the Lease Renewal Term shall be \$2,100.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24TH day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rentals \$20.00 per month / Ramp Rental \$225.00 per month / Ramp Extension \$100.00 per month
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect,

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature:

Print

Name:

Noel Negrete Jr.

Signature:

Print Name:

Kevin Benjamin

Title: DIRECTOR OF PUBLIC WORKS

Date: 8-28-17

Title: 501. (CONFIDENTIAL) / 1511111111

Date: 7-28-17

SEP/24/2009/THU 05:35 PM

P. 002

LEASE AGREEMENT

SPACE BY
**WILLIAMS
SCOTSMAN**

Lessor

WILLIAMS SCOTSMAN, INC.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670
882.808.8200 • 800.782.1500
Fax: 882.808.9210

Lessee:
Santa Fe Springs, City Of
FINANCE DEPARTMENT
11740 Telegraph Road
Santa Fe Springs, CA. 90670

Delivery Address:
Santa Fe Springs, City Of
9255 Pioneer Blvd.
SANTA FE SPRINGS, CA. 90670

Telephone: (562)868-0511
Facsimile: (562)868-7112

Telephone:
Cont. P.O. #: 66715

EQUIPMENT SPECIFICATIONS

Delivery Date:	11/09/09 11/20/09	Contract#:	604763
Model Size:	64 x 72	Equipment Value:	\$131,591.95
Unit Count:	6	Minimum Lease Term:	12 months
Equipment Number:	CPX-78040*	Monthly Rental Rate:	\$6,391.00

*Consisting of the following units:

MSI-09080	12-Wide	MSI-09081	12-Wide	MSI-09082	12-Wide
MSI-09083	12-Wide	MSI-09087	12-Wide	MSI-09092	12-Wide

This Agreement is made as of 09/24/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and the Lessee named above. Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and conditions stated herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's Internet Site (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$6,120.00
DELIVERY FREIGHT	\$3,000.00
BLOCK & LEVEL LABOR	\$7,200.00
SKIRTING LABOR	\$4,320.00
TIE DOWN INSTALLATION	\$4,648.00
STRAP(S) RENTAL - STEEL	\$25.00
SECURITY SCREENS	\$20.00
RAMP RENTAL	\$225.00
RAMP INSTALLATION LABOR	\$1,288.00
STATE & LOCAL SALES TAX	\$625.12
INITIAL PAYMENT AMOUNT	\$27,516.12
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$7,200.00
SKIRTING REMOVAL	\$792.00
TIE DOWN REMOVAL	\$1,512.00
RAMP REMOVAL	\$1,244.00
RETURN FREIGHT	\$3,474.00

27,648

After initial payment has been made, a Monthly rental of \$6,391.00 plus all applicable taxes and fees payable Monthly on day 9.

*** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate serial number(s), delivery date(s), lock serial number(s), and contract number, if necessary, and Lessee will be supplied a copy of the updated information. ***

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions (08/28/2009) in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Lease Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

SRP/24/2009/THU 05:35 PM

P. 093

LEASE AGREEMENT

SFACB BY

WILLIAMS
SCOTSMAN

Lessor

WILLIAMS SCOTSMAN, INC.
11811 Greenlana Avenue
Santa Fe Springs, CA 90670
592,803.8200 • 800,782.1600
Fax: 592,803.8210

Lessee:
Santa Fe Springs, City Of
Contract#: 604763

LESSEE: Santa Fe Springs, City Of

By:

Print Name:

Title:

LESSOR: Williams Scotsman, Inc.

By:

Print Name:

Title:

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2008)

1. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.

2. Delivery Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.

3. Site Suitability Inspection. Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

4. User Maintenance Cautions. Lessor has the right to peacefully and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

5. Term of Lease; Extension. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party may terminate this Agreement on 30 days written notice.

6. Rent; Fees; Taxes; Late Charges. Rent begins to accrue on the Delivery Date. Lessee shall pay Lessor monthly rent for the Equipment on the due date of the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. No Liens. Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. Total Loss. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General:** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Exploded Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. Default Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for the restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded in an Indemnities under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such Indemnities consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which expire during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to offset such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or claims under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lease Terms & Conditions, Revision 10/24/2008



An ALLEGRO SCOTSMAN Company

AMENDMENT TO LEASE AGREEMENT (LEASE TERM RENEWAL)

LESSEE:
CITY OF SANTA FE SPRINGS
11740 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

EQUIPMENT LOCATION:
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

Contract Number: 555172
Equipment Serial/Complex Number: OPM-77398
Value: \$78,954.96

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 11/24/2009 as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 8/10/2017 through 8/9/2019 (the "Lease Renewal Term"). This renewal includes at no charge to customer the following improvements to the Equipment: Reseal Roof, repaint exterior of building including doors, relevel, resurface and paint steps and relevel, resurface and paint ramp.
2. The rental rate per month during the Lease Renewal Term shall be \$1,050.00 plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 24TH day of each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. Steps Rental: \$20.00 per month / Ramp Rental \$350.00 per month.
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: CITY OF SANTA FE SPRINGS

Signature: _____

Print
Name: _____

Title: _____

LESSOR: WILLIAMS SCOTSMAN, INC.

Signature: _____

Print Name: _____

Title: _____

Date:

8-28-17

Date:

7-27-17

Santa Fe Springs, CA 90670

Telephone: (562)868-0511
Facsimile: (562)868-7112

Telephone:
Cust. P.O. #: 66168

EQUIPMENT SPECIFICATIONS

Delivery Date:	11/16/09	Contract#:	555172
Model Size:	64 x 36	Equipment Value:	\$78,951
Unit Count:	3	Minimum Lease Term:	12 mon
Equipment Number:	CPX-77398*	Monthly Rental Rate:	\$3,660.

*Consisting of the following units:

MSI-09084	12-Wide	MSI-09085	12-Wide	MSI-09086
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This Agreement is made as of 10/02/09 by Williams Scotsman, Inc., a Maryland corporation ("Lessor") and above, Lessee hereby agrees to lease from Lessor the following equipment ("Equipment") on the terms and herein and in Lessor's General Terms & Conditions (08/28/2009) located on Lessor's (<http://www.willscot.com/terms>).

BILLING INFORMATION

RENT MODULAR BUILDING	\$3,234.00
DELIVERY FREIGHT	\$1,500.00
BLOCK & LEVEL LABOR	\$3,509.00
SKIRTING LABOR	\$3,168.00
TIEDOWN INSTALLATION	\$2,656.00
STEP(S) RENTAL - STEEL	\$26.00
RAMP RENTAL (PREFAB)	\$400.00
RAMP INSTALLATION LABOR	\$2,100.00
MATERIAL/MODIFICATION TO UNIT	\$2,875.00
PAINT EXTERIOR - CUST. COLORS	\$250.00
MATERIAL / ACCORDION DOOR	\$8,000.00
ADV INV 50411828 DEPOSIT	\$27,364.20
STATE & LOCAL SALES TAX	\$1,417.16
INITIAL PAYMENT AMOUNT	\$1,770.96
THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:	
KNOCKDOWN	\$3,909.00
SKIRTING REMOVAL	\$576.00
TIEDOWN REMOVAL	\$864.00
RETURN FREIGHT	\$1,722.00
RAMP REMOVAL LABOR	\$1,700.00

After initial payment has been made, a Monthly rental of \$3,660.00 plus all applicable taxes and fees payable M/

** Lessee acknowledges that this agreement may be updated upon delivery of the equipment with appropriate delivery date(s), lock serial number(s), and contract number, if necessary, and Lessee will be supplied a copy information. **

By its signature below, Lessee acknowledges that it has read the Lessor's General Terms and Conditions in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein Agreement. Although Lessor will provide Lessee with a copy of the General Terms and Conditions upon written request, Lessee should print copies of this Lease Agreement and General Terms and Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement. The undersigned shall be treated as an original signature for all purposes and shall be fully binding. The undersigned shall have the express authority of the respective party they represent to enter into and execute this Agreement and be bound thereby.

LESSOR: Santa Fe Springs, City Of

By:

Print Name:

Title:

Paul Martinez
Paul Martinez
Director, Administrative Services

LESSOR:

By:

Print Name:

Title:

Williams Sonnet, Inc.
[Signature]
Area Mgr

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (10/24/2000)

1. **True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor.

2. **Delivery Acceptance.** Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours after delivery.

3. **Site Suitability Inspection.** Lessee shall choose a firm level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

4. **Use Maintenance Condition.** Lessee has the right to peacefully and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, or local laws and regulations. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or use codes.

5. **Term of Lease Extension.** The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term ("Term") or the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, Lessor has the right to, on 30 days notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rates. After the end of the Term, either party can terminate this Agreement on 30 days written notice.

6. **Rent Fees Taxes Late Charges.** Rent begins to accrue on the Delivery Date. Lessor shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1 1/2% per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Payments shall be effective upon receipt. Lessor may apply any payment

from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction. Lessor's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

7. **No Liens.** Lessee agrees to keep the Equipment free and clear of any and all claims, liens, encumbrances or attachments.

8. **Indemnity.** Lessee agrees to indemnify, defend and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, attorneys' fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to: (a) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment; and/or (b) the failure of Lessee to maintain the Equipment as agreed to herein.

9. **Loss Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Equipment Value as set forth herein (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the lease will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay for the repair of such damage as directed by Lessor to the condition required by this Agreement.

10. **Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Lease Term liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value, for the full term of the Lease. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor, as additional insured, shall be excess and non-contributory. Within 10 days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with 30 days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 8 & 9.

11. **Default Remedies.** (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within 10 days after its due date; (2) Lessee shall fail to perform or

observes any other term, covenant, or condition of this Agreement; or (3) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, refinance and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Cancel this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property for a period of 10 days. Thereafter, any such property will be deemed abandoned, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

12. Return of Equipment; Termination of Lease. At the end of the lease term, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least 30 days advance written notice of the return of the Equipment. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities, remove all of Lessor's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Unless otherwise specifically provided in the Agreement, Lessor shall not be responsible for site restoration. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

13. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that

Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses, except as specifically provided herein. Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

14. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

15. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 8 would be in violation of or otherwise prohibited by any applicable law, then Section 8 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 6, 7, 8 and 9, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the state of Maryland. Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, MD for purposes of enforcement of this Agreement. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein.

Lessee Terms & Conditions, Revision 10/24/2008

**AMENDMENT NUMBER TWO TO LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND OPTIONS FOR LEARNING AT
THE GUS VELASCO NEIGHBORHOOD CHILDCARE CENTER**

This Amendment Number Two ("Amendment") is made and entered into this 28th day of May, 2020 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning, a California nonprofit corporation ("Options for Learning").

WHEREAS, on April 12, 2018, the City and Options For Learning entered into a lease agreement for the lease by the City to Options for Learning of the property commonly known as the Gus Velasco Neighborhood Childcare Center modular units located at 9255 Pioneer Blvd ("Agreement"); and

WHEREAS, on June 13, 2020, the City and Options for Learning entered into Amendment Number One to the Agreement to extend the lease term by one year; and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the lease term by one year.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on July 1, 2020 and ending on June 30, 2021.

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

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

Raymond Cruz, City Manager

Paul Pulver, Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk

**AMENDMENT NUMBER TWO TO LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND OPTIONS FOR LEARNING
AT LOS NIETOS CHILDCARE CENTER**

This Amendment Number Two ("Amendment") is made and entered into this 28th day of May, 2020 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and Options for Learning, a California nonprofit corporation ("Options for Learning").

WHEREAS, on April 12, 2018, the City and Options For Learning entered into a lease agreement for the lease by the City to Options for Learning of the property commonly known as the Los Nietos Childcare Center located 11143 Charlesworth Rd. ("Agreement"); and

WHEREAS, on June 13, 2020, the City and Options for Learning entered into Amendment Number One to the Agreement to extend the lease term by one year; and

WHEREAS, the City and Options for Learning desire to amend the Agreement to extend the lease term by one year.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one year commencing on July 1, 2020 and ending on June 30, 2021.
2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

OPTIONS FOR LEARNING

Raymond Cruz, City Manager

Paul Pulver, Chief Executive Officer

Date:_____

Date:_____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

June 11, 2020

NEW BUSINESS

Resolution Nos. 9675, 9676 and 9677 – Pertaining to the City's General Municipal Election to be held Tuesday, November 3, 2020

RECOMMENDATION(S)

- Adopt Resolution No. 9675, 9676, and 9677 which pertain to the City's General Municipal Election to be held Tuesday, November 3, 2020.

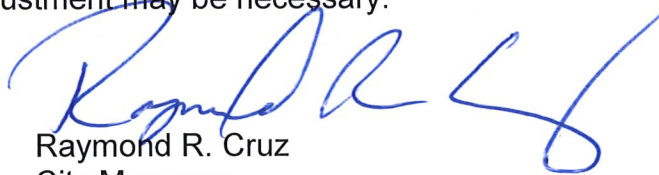
BACKGROUND

On November 3, 2020, the two Council seats currently held by Mayor William Rounds and Council Member Joe Angel Zamora will be voted upon. The nomination period for interested candidates opens Monday, July 13, 2020 at 8:00 a.m. and closes on Friday, August 7, 2020 at 5:00 p.m. Mayor William Rounds and Council Member Joe Angel Zamora are eligible for re-election to their current seats. Should the qualified incumbents noted file papers by August 7, 2020 at 5:00 p.m., the nomination period for non-incumbent candidates will be extended to Wednesday, August 12, 2020 at 5:00 p.m.

The attached resolutions are procedural in nature and accomplish the consolidation of the City's municipal election for these council seats with the County of Los Angeles so that residents can vote on City, County, State and Federal matters all on the same ballot.

FISCAL IMPACT

There are costs associated with calling and ordering a Municipal Election. It is too early to speculate on the cost of the November 3, 2020 General Municipal Election, however, there has been \$78,000 included in the proposed 2020-21 General Fund budget. Generally, a final invoice for election costs is not received from the County until late January or early February following the election. Depending upon the total cost of the election, future budget adjustment may be necessary.


Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. 9675
2. Resolution No. 9676
3. Resolution No. 9677

RESOLUTION NO. 9675

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2020, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Santa Fe Springs, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years;

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That the notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest numbers of votes form an office) as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who

have received the tie votes to appear and will determine the tie by lot or in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 11th day of June, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

RESOLUTION NO. 9676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION AND TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, a General Municipal Election is to be held in the City of Santa Fe Springs, California, on November 3, 2020; and

WHEREAS, municipal elections can be consolidated with the Statewide General Election pursuant to Elections Code 10400 et seq.; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Santa Fe Springs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 and 10418 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 3, 2020, for the purpose of the election of two members of the City Council.

SECTION 2. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 3. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the

- voting precincts;
2. A list of polling places and poll workers the county uses for their elections;
 3. The voter record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for voter information guides;
 - c. Print Rosters of Voters and Street Indexes;
 4. Voter signature verification services as needed;
 5. Make available to the City election equipment and assistance as needed according to state law.

SECTION 4. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 5. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 11th day of June, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

RESOLUTION NO. 9677

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Santa Fe Springs on November 3, 2020 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish.
- B. The County will print and mail voter information guides and candidates statements to all voters in English, Spanish or The County will mail separate voter information guides and candidates statements in Spanish to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates' statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates' statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates' statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections. All translations shall be provided by professionally-certified translators.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates' statements are repealed.

SECTION 8. That this Resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED and ADOPTED this 11th day of June, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

William K. Rounds, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

June 11, 2020

NEW BUSINESS

Resolution No. 9678 – Approving Use of Senate Bill 1 Funds (Fiscal Year 2020/21) for Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) Project

RECOMMENDATION

- Adopt Resolution No. 9678 approving the Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) Project to be partially funded by Senate Bill SB-1, the Road Repair and Accountability Act; and
- Authorize the Director of Public Works to submit an application to the California Transportation Commission for Road Maintenance and Rehabilitation Account (RMRA) funds.

BACKGROUND

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017. SB-1, was created to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local road systems, increases per gallon fuel excise taxes, increases diesel fuel sales taxes and vehicle registration fees and provides for inflationary adjustments to tax rates in future years.

Effective November 1, 2017, the State Controller deposited various portions of this new fund into the Road Maintenance and Rehabilitation Account (RMRA). The State Controller will apportion, by formula, a percentage of RMRA funds to eligible cities and counties in accordance with the Streets and Highways Code Section 2032.

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

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

According to information provided by the California Transportation Commission (CTC), the City of Santa Fe Springs will receive approximately \$313,845 of additional gas tax funds for Fiscal Year (FY) 2020/21.

In order to receive additional gas tax funds, SB-1 imposes several requirements on public agencies that are contained in the Streets and Highways Code Section 2034. As set forth in the statute, the road repair and maintenance project must be approved by Resolution of the City Council held at a regular public meeting. The resolution must contain a description and location of each proposed project, a proposed completion

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: June 4, 2020

schedule, and the estimated useful life of each improvement.

Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) (Project) is an approved Capital Improvement Plan (CIP) project, and City staff has determined the Project meets the SB-1 requirements and recommends listing the project for SB-1 funding for FY 2020/21. Additionally, City staff recommends that the City Council authorize the Director of Public Works to submit an application to the CTC in the amount of \$313,845 in order to provide partial funding for the Project.

Estimated Project Schedule

Authorization to Advertise

Award of Contract

Notice to Proceed

Project Completion

Date

July 2020

September 2020

October 2020

January 2021

The City's Pavement Management System calculates a useful life of 15-20 years added to the current roadway life cycle.

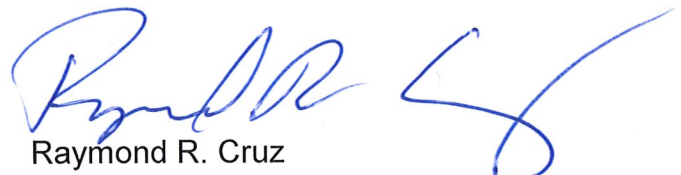
FISCAL IMPACT

The total estimated cost for the Project is \$3,850,000. In order to reduce the amount required from CIP funds, staff is recommending funding allocations to this project as follows:

a. SB 1 Funds (FY 2020-2021):	\$ 313,845
b. Measure M Funds	\$ 685,903
c. CIP Bond Funds:	\$ 2,850,252
Total:	\$ 3,850,000

INFRASTRUCTURE IMPACT

The Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue) Project will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.



Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Resolution No. 9678

RESOLUTION NO. 9678

A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$313,845 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

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

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

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

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

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

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

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue)

- a) **Originally listed: FY 2020/21**
- b) **Project description: removal of existing pavement surface, rework underlying base material for a stable base for new asphalt concrete pavement, replace curbs, gutters, sidewalks and driveways.**
- c) **Project location: Los Nietos Road Street Improvements (Pioneer Boulevard to Painter Avenue)**
- d) **Estimated useful life: the City's Pavement Management System calculates a useful life of 15-20 years added to the current roadway lifecycle.**
- e) **Anticipated Project Schedule:**

Estimated Project Schedule
Authorization to Advertise
Award of Contract
Notice to Proceed
Project Completion

Date
July 2020
September 2020
October 2020
January 2021

APPROVED:
ITEM NO.:

PASSED AND ADOPTED by the City Council of the City of Santa Fe Springs,
State of California this 11th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

June 11, 2020

NEW BUSINESS

I-605 Arterial Intersections Right-of-Way Acquisition Services – Contract Amendment

RECOMMENDATION

- Approve Contract Amendment Number One with CPSI in the amount of \$17,815 to provide Right-of-Way Acquisition Services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project; and
- Authorize the Mayor to execute Contract Amendment Number One.

BACKGROUND

The City Council, at its April 11, 2018 meeting, awarded a contract to CPSI for \$45,000 to provide right-of-way acquisition (ROW) services for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project and the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project.

Staff and CPSI have been working together on acquiring the necessary right of way to be able to construct the necessary street improvements. Acquisition of the ROW is the first step in the process to implement these project intersection improvements. The Alondra/Valley View Project impacts three (3) properties. Only one property has been acquired and it appears that a mutual agreement for the purchase of the remaining two properties may not be reached. Both properties required for the construction have been acquired for the Valley View / Rosecrans intersection project.

Property acquisition negotiations have been ongoing for the needed right-of-way. It appears that a mutual agreement for the purchase of a portion of property and a temporary construction easement at 15910 Valley View Avenue (southeast corner of Valley View Avenue and Alondra Boulevard) may not be reached.

Property acquisition negotiations have been ongoing for the needed right-of-way. It appears that a mutual agreement for the purchase of a portion of property and a temporary construction easement at 15910 Valley View Avenue (southeast corner of Valley View Avenue and Alondra Boulevard) may not be reached. Additional appraisals, coordination, and negotiations have gone beyond the initial scope of work. Therefore, additional funds are needed to procure the right-of-way necessary.

LEGAL REVIEW

The City Attorney's office has reviewed the contract Amendment Number One.

FISCAL IMPACT

The cost of the right-of-way acquisition services are included in the Measure R Funding for each intersection improvements project budget. LACMTA will reimburse the City based on a monthly/quarterly requisition for costs incurred for each project up to the designated project budget amount.

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: June 4, 2020

INFRASTRUCTURE IMPACT

The proposed intersection improvements projects will improve vehicle, truck, and pedestrian traffic circulation and safety within the City.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Amendment Number One

**THE CITY OF SANTA FE SPRINGS
RIGHT-OF-WAY ACQUISITION SERVICES
AMENDMENT NUMBER ONE**

This Amendment Number One ("Amendment") to the Professional Services Agreement ("Agreement") dated April 24, 2018, by and between Raftelis Financial Consultants, Inc., a (Consultant), and the City of Santa Fe Springs, a municipal corporation (City).

1. Section 2 of the Agreement is hereby amended to provide for an additional payment of **\$17,815.00** to the Agreement for the following additional services:

- i) Transcendant Properties – APN 8061-017-013 (Rosecrans)
 - (1) Additional escrow coordination.
 - (2) Prepare escrow signing package for City review and approval.
 - (3) Coordination with City of La Mirada.

- ii) Bprep 15910 Valley View LLC - APN 7001-013-126 & 127 (Alondra)
 - (1) Coordinate with appraiser to update property appraisal report and assess potential property damages.
 - (2) Assist legal counsel with preparation of documents and coordination regarding filing of RON.
 - (3) Continue negotiations with subject property attorneys toward a settlement.
 - (4) File Close-out.

- iii) Elm Properties Group, LLC – APN 7001-012-043 (Alondra)
 - (1) Assist legal counsel with preparation of documents and coordination regarding filing of RON.
 - (2) Coordinate with appraiser to update property appraisal report and assess potential property damages.
 - (3) Continue negotiations with subject property attorneys toward a settlement.
 - (4) File Close-out.

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

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

CITY OF SANTA FE SPRINGS

CPSI

William K. Rounds, Mayor

Kent Jorgensen, Director of Real Estate

Date

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

June 11, 2020

NEW BUSINESS

Landscape Maintenance Services: Award of Contract

RECOMMENDATION

- Accept the proposals;
- Award a contract to Merchants Landscape Services, Inc. of Santa Ana, California, for the annual amount of \$899,792.16; and
- Authorize the Mayor to execute Agreement.

BACKGROUND

At the April 9, 2020 Council meeting, Council authorized staff to issue a Request for Proposals (RFP) for landscape maintenance services. Staff had brought forward a recommendation to initiate an RFP process consistent with Santa Fe Springs Municipal Code section 34.29 (Professional Services and Consulting Services Contracts) and in light of concerns with the current vendor's recent performance, increased pricing and request for an additional cost increase. Staff issued the RFP on April 13, 2020 (See Attachment 1).

On May 12, 2020, ten proposals were received, but one proposal was automatically rejected since it was submitted past the deadline. Therefore, staff evaluated nine proposals.

All proposals were evaluated based on the following criteria: completeness of the proposal, Contractor's experience in performing similar work for other municipalities, Contractor's ability to perform the work based on the staffing and equipment, quality of work previously performed by Contractor as verified by reference checks, and total pricing. The criteria was then weighted in accordance with the RFP as shown below:

- Contractor's experience in performing similar work for other municipalities (30%)
- Contractor's ability to perform the work based on the staffing and equipment (10%)
- Quality of work previously performed by Contractor as verified by reference checks (10%)
- Total pricing (50%)

Staff reviewed and evaluated each of the proposals based on this criteria. Staff also checked the website of each Landscape Contractors (if available) to verify the completeness and accuracy of the proposal. The Landscape Contractors that showed contracts with other public agencies received a higher score than those having little to no experience with other municipalities. Proposed staffing was checked against what was called for in the RFP, which included mowing and detail work crews, three groundskeepers and 60 hours of irrigation technicians per week. Those that met the

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: June 4, 2020

criteria scored higher than those calling for less than requested. Staff also called references to verify the information provided in the proposals and the quality of performance. Finally, the cost was taken into consideration.

The following table shows the company names and pricing of the nine proposals that were evaluated:

	<u>Company Name</u>	<u>Proposal Amount</u>
1	Priority Landscape	\$ 863,880.00
2	Green Tech Landscape, Inc.	\$ 864,000.00
3	Merchants Landscape Services, Inc.	\$ 899,792.16
4	Far East Landscape and Maintenance	\$ 919,836.00
5	Terrace Associates	\$ 972,000.00
6	Brightview Landscape LLC	\$ 1,015,915.84
7	Mariposa Landscapes , Inc.	\$ 1,112,808.00
8	Complete Landscape Care, Inc.	\$ 1,165,440.00
9	Land Care	\$ 1,194,027.00

City staff has evaluated the proposals in accordance with the RFP and recommends that the City Council award a contract to Merchants Landscape Services, Inc. (Merchants), since they scored the highest with the RFP criteria and demonstrated competence, experience and professional qualifications (See Attachment 2). The three person staff evaluation panel consisted of Noe Negrete, Director of Public Works, Kevin Periman, Municipal Services Manager, and Eric Borunda, Streets and Grounds Supervisor. Staff believes that Merchants Landscape Services, Inc. is the most qualified to provide the services requested and offers a good value in terms of pricing. Merchants has experience with other municipalities, including large ones, such as Irvine, Huntington Beach, Buena Park, Fountain Valley, Hermosa Beach and West Covina, to name a few. Their proposal listed a total of sixteen municipal landscape maintenance contracts where they currently provide services. The references all gave favorable comments regarding the work performance being performed for those municipalities. Merchants was also the only proposer to provide more staffing than required by the RFP. Merchants was the third lowest price, but has more experience working with municipalities than the other two lower priced Landscape Contractors. Furthermore, Priority Landscape and Green Tech Landscape were only providing one full-time irrigation technician, where the RFP called for one full-time and one part-time irrigation technician (20 hours / week). In addition, staff was unable to determine based on the proposal if both Green Tech Landscape and Priority Landscape have the necessary equipment to perform the work. Unlike most of the other proposers, neither company provided information about its equipment, such as the number of vehicles, mowers, etc. they have available for this contract.

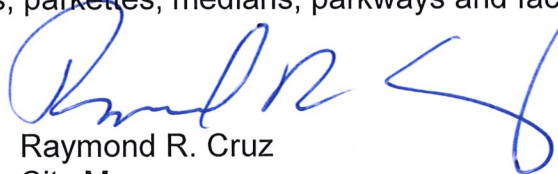
The proposed agreement (Attachment No. 3) is for a three-year term with two one-year renewal options, for a total of up to five years. This is consistent with the City's other agreements and provides for stability in pricing and services. The City has the ability to terminate the agreement prior to the end of the term if needed.

FISCAL IMPACT

The Public Works Operations and Maintenance Budget includes the cost of the annual Landscape Services contract, which is currently \$952,422 annually. The proposed annual amount submitted by Merchants is \$899,792.16, which results in an annual savings of approximately \$52,630, which would yield an approximate savings of \$158,000 over the three year term of the contract. The contract savings amount would have to be included in the Public Works Operations and Maintenance budget for Fiscal Year 20/21 which we are currently preparing.

INFRASTRUCTURE IMPACT

The maintenance of the City's landscape and hardscape is vital to the residents' and businesses' safety, welfare and overall quality of life. This activity is also necessary to protect the City's assets including parks, parkettes, medians, parkways and facilities.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Request for Proposals

Attachment No. 2: Summary Evaluation Sheet

Attachment No. 3: Agreement for Landscape Maintenance Services

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE SERVICES



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

**Kevin Periman, Municipal Services Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 868-0511, Extension 3604**

April 9, 2020

REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE SERVICES

The City of Santa Fe Springs ("City") is requesting proposals from qualified professional landscape contractors to provide all materials, equipment, tools, labor, and incidentals as required to perform the landscape and hardscape maintenance of the City's medians, parkways, parks, and public facilities.

The City invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on Tuesday, May 12, 2020.**

Interested proposers must submit four (4) copies of their proposal labeled "Proposal for Landscape Maintenance Services" to:

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

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened.

The Contractor for this work shall perform all the basic regulations, requirements and procedures pursuant to the Davis-Bacon Act and related prevailing wage statutes, including Title I of the State and Local Fiscal Assistance Act of 1972. All contractors and subcontractors must furnish electronic certified payroll directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The local prevailing wages, as determined by the State of California, Director of Industrial Relations pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California are on file at the City Hall, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, and are available for review by any interested party on request at City Hall.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

The Department of Industrial Relations (DIR) State of California is currently in full implementation of Senate Bill 854 for new public works projects. The public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial

Relations (DIR). SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities. Contractors and Subcontractors must comply with DIR registration requirements as specified in Labor Code 1725.5, 1771.1(a), 1771.1, 1771.4. Additional information is available on DIR's Public Works webpage (www.dir.ca.gov), with resources that include a webinar, presentation slides and frequently asked questions regarding SB 854. Special attention is called out to Page B-6 of Instruction to Bidders regarding Wage Scale.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a valid C27 license Code at the time this contract is awarded. The successful Contractor and all subcontractors will also be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

The City reserves the right to reject any or all proposals, to waive any irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received and to take all proposals under advisement for a period of 60 days. The award, if made, will be made to the Contractor whose proposal best meets the requirements of the RFP as determined by the City. The proposal submitted by the selected Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Kevin Periman, Municipal Services Manager at (562) 868-0511, ext. 3604.

INSTRUCTIONS TO PROPOSERS

1. **TIMELINE TO SOLICIT PROPOSALS**

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	04/13/2020
Deadline to Submit Questions	04/28/2020 by 4:00 PM
Deadline to Receive Proposals	05/12/2020 by 3:00 PM

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

2. **SUBMISSION OF PROPOSALS**

To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, May 12, 2020. Contractors must submit four (4) copies of their Proposal labeled "Proposal for Landscape Maintenance Services" to:

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

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Contractor unopened.

3. **DISSEMINATION OF RFP INFORMATION**

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to this solicitation. **By submitting a proposal, Contractors are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

4. **ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Contractors will be required to document that they are aware of all addenda issued by the City in their proposal.

5. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Kevin Periman, Municipal Services Manager, who can be reached at (562) 868-0511, ext. 3604 or by email at kevinperiman@santafesprings.org

B. Clarifications of the RFP

Contractors are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Contractor require clarifications to this RFP, the Contractor shall notify the City in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum will be issued clarifying the matter.

C. Submitting Requests

All questions must be submitted to the City by 4:00 p.m. on Tuesday, April 28, 2020. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 4:00 p.m. on Tuesday, April 20, 2020 will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on May 4, 2020.

6. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Contractor who elects to submit a proposal in response to this RFP or by any Contractor that is selected. Pre-contractual expenses are defined as expenses incurred by Contractors and the selected Contractor, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Contractor prior to the date of award, if any, of an agreement, and formal notice to proceed.

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

7. CONFLICT OF INTEREST

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

- Neither Contractor, nor any of its affiliates, proposed subcontractors, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Contractor, nor any of its affiliates, proposed subcontractors and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Contractors, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Contractor, nor any of its affiliates, proposed subcontractors or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Contractor, nor any of its affiliates, proposed subcontractors, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

8. PERSONNEL

It is imperative that personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful performance of the Scope of Services. The Contractor must identify all proposed personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

9. BASIS FOR AWARD OF CONTRACT

The City intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with Scope of Services. To that end, the contract is to be awarded to the Contractor whose proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Contractor shall be incorporated as part of the final contract accordingly.

10. TERM OF AGREEMENT

The term of the Landscape Maintenance Services Agreement with the selected Contractor is thirty six (36) months, effective the date of executing the Agreement. The City reserves the right to extend the original term by two (2) additional one (1) year terms based on performance and City Council approval.

The City will compensate the Contractor on a monthly basis and compensation will be based on the fee schedule in the proposal. The Contractor will provide an invoice clearly documenting the services performed consistent with an approved Monthly Service Schedule.

11. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed twenty (20) pages in

length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray qualifications, experience, etc. is discouraged.

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

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

A. Letter of Offer

- The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:
- Identification of Contractor, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than sixty (60) calendar days from the date of submittal.
- Identification of all proposed subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Contractor is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for sixty (60) calendar days from the submittal deadline.
- Signature of a person authorized to bind Contractor to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Contractor to satisfactorily perform the required work. More specifically, in this section, the Contractor shall:

- Provide a profile of the Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Contractor's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office

closures or mergers that may impede Contractor's ability to provide Landscape Maintenance Services.)

- Provide information on the strength and stability of the Contractor's current staffing capability and availability; current work load; and proven record of meeting schedules on similar landscape maintenance contracts.

C. Proposed Staffing

- The identity of personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

D. Subcontractors

The City desires to enter into a contract with one Contractor that will be responsible for all work, and services. There is to be no assignment of any aspect of this work without the prior written authorization from the City.

E. Fee Schedule for Service Areas

Contractors must complete and include as part of the proposal, the attached Service Fee Schedules, including the Fee Schedule Summary, Detailed Fee Schedule and Hourly Rate Schedule.

F. Client References

List the five (5) most recent similar clients (including name, address, contact person, and phone number). The City is most interested in government and California clients and may randomly select agencies to contact from the reference list as part of the evaluation process. Listing other municipalities that the Contractor is currently performing work for will be given more weight in the evaluation.

G. Rights to Materials

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

12. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. The proposed Annual Total Fee will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily the lowest Annual Total Fee Amount.

B. EVALUATION CRITERIA

- Completeness of proposal.
- Contractor's experience in performing similar work for other municipalities. (30%)
- Contractor's capability to perform the work based on staffing and equipment. (10%)
- Quality of work previously performed by the Contractor as verified by reference checks. (10%)
- Annual Total Fee proposal. (50%)

C. INTERVIEW (If Necessary)

The Contractor should have available the project manager and key project personnel to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying the Proposal.
- A description of previously related experience.

D. FINAL SELECTION

The final selection will be the Contractor which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received.

13. EXCEPTIONS OR ADDITIONS

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

14. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Contractor will be required to submit to the City the required insurance certificates for the Contractor and its employees.

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

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

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

15. RIGHTS OF THE CITY

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

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a back ground check of any Contractor. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Contractor.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential Contractor and to negotiate with other potential Contractors who are deemed qualified.

- Although cost is an important factor in deciding which Contractor will be selected, it is only one of the criteria used to evaluate Contractors. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- 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.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Contractor and the City makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the City and Contractor, 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 Contractor shall secure a City of Santa Fe Springs business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

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

16. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Contractor acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Contractor believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any 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.

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES
FEE SCHEDULE**

SERVICE AREA	MONTHLY TOTAL	ANNUAL TOTAL
#1 – MEDIANS AND PARKWAYS	\$	\$
#2 - PARKS AND PARKETTES	\$	\$
#3 - FACILITIES	\$	\$
GRAND TOTAL	\$	\$

The Contract will be awarded based on the Grand Total

PROPOSER NAME _____

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #1 – MEDIANS AND PARKWAYS**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-01	Alondra Blvd (weekly) Median Shoemaker Rd to Valley View Ave (45,432 SF)	\$_____	\$_____
M-02	Bloomfield Ave (weekly) Greenbelt Telegraph Rd to Heritage Springs Dr (18,357 SF)	\$_____	\$_____
M-03	Bloomfield Ave (weekly) Median Telegraph Rd to Lakeland Ave (23,165 SF)	\$_____	\$_____
M-04	Broaded Street (weekly) Greenbelt Millergrrove Dr to Alburtis Ave (16,569 SF)	\$_____	\$_____
M-05	Carmenita Road –South Center Median (weekly) Median Alondra Blvd to Imperial Hwy (26,623 SF)	\$_____	\$_____
M-06	Carmenita Road (weekly) Hardscape/Planters Foster Rd to Cambridge St (36,546 SF)	\$_____	\$_____
M-07	Florence Ave (weekly) Hardscape/Planter Bloomfield Ave to Norwalk Blvd –Hardscape/Planter (61,727 SF)	\$_____	\$_____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-08	Florence Ave (weekly) Median City boundary to Carmenita Rd (77,928 SF)	\$ _____	\$ _____
M-09	Florence Ave (weekly) Greenbelt Orr & Day Rd to Ringwood Ave (24,878 SF)	\$ _____	\$ _____
M-10	Getty Drive (weekly) Planter Cul-de-sac to Lakeland Dr (5,707 SF)	\$ _____	\$ _____
M-11	Imperial Highway (weekly) Hardscape/Planter Bloomfield Ave to Transportation Dr (18,354 SF)	\$ _____	\$ _____
M-12	Imperial Highway (weekly) Median Bloomfield to Transportation Dr (10,000 SF)	\$ _____	\$ _____
M-13	Los Nietos Sound Wall (weekly) Greenbelt/Planter Pioneer Blvd to Railroad Tracks (8,788 SF)	\$ _____	\$ _____
M-14	Meyer Road (weekly) Median Shoemaker Ave to Painter Ave. (5,335 SF)	\$ _____	\$ _____
M-15	Motor Center (weekly) Greenbelt Firestone Blvd and Bloomfield Ave (12,746 SF)	\$ _____	\$ _____
M-16	N/E Corner of Florence & Laurel (weekly) Greenbelt Florence Ave and Laurel Ave (7,713 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-17	Norwalk Blvd (weekly) Median North City Boundary to Clark St (5,256 SF)	\$ _____	\$ _____
M-18	Orr & Day Road (weekly) Greenbelt Otto St to Davenrich St (19,221 SF)	\$ _____	\$ _____
M-19	Orr & Day Road (weekly) Median/Planter Florence Ave to Pioneer Blvd (50,756 SF)	\$ _____	\$ _____
M-20	Orr & Day Road (weekly) Greenbelt Florence Ave to Pioneer Blvd (20,512 SF)	\$ _____	\$ _____
M-21	Pioneer Blvd (weekly) Greenbelt Navojoa Pl to Mersin Pl (4,972 SF)	\$ _____	\$ _____
M-22	Pioneer Blvd (weekly) Median Florence Ave to Rivera Rd (95,900 SF)	\$ _____	\$ _____
M-23	Pioneer Blvd (weekly) Greenbelt Florence Ave to Dunning St (15,111 SF)	\$ _____	\$ _____
M-24	Santa Fe Springs Parking Lot (weekly) Planter Davenrich St (58,400 SF)	\$ _____	\$ _____
M-25	Santa Fe Springs Road (weekly) Median Telegraph Rd to Los Nietos Rd (29,985 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-26	Santa Fe Springs Road (weekly) Greenbelt/Planter McCann Dr to Los Nietos Rd (73,408 SF)	\$ _____	\$ _____
M-27	Slauson Ave (weekly) Median/Planter Sorensen Ave to Santa Fe Springs Rd (35,022 SF)	\$ _____	\$ _____
M-28	Sorenson Ave (weekly) Median Washington Blvd to Slauson Ave (3,981 SF)	\$ _____	\$ _____
M-29	Telegraph Road (weekly) Greenbelt NW Corner of Telegraph Rd and Laurel Ave (8,411 SF)	\$ _____	\$ _____
M-30	Telegraph Road (weekly) Median Cedardale Dr to City Boundary (117,554 SF)	\$ _____	\$ _____
M-31	Telegraph Road (weekly) Greenbelt/Planter NW Corner of Telegraph Rd and Bloomfield Ave (9,909 SF)	\$ _____	\$ _____
M-32	Telegraph Road (weekly) Greenbelt/Planter Bloomfield Ave to 1400 feet east (76,547 SF)	\$ _____	\$ _____
M-33	Telegraph Road (weekly) Greenbelt/Planter Telegraph Rd @ Railroad Overpass (13,993 SF)	\$ _____	\$ _____
M-34	Telegraph Road (weekly) Greenbelt/Planter Telegraph Rd to Pioneer Blvd (13,993 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
M-35	Washington Blvd (weekly) Median Norwalk Blvd to City Boundary (8,568 SF)	\$ _____	\$ _____
M-36	Valley View Ave (weekly) Parkway Northwest Corner (1,525 SF)	\$ _____	\$ _____
M-37	Borate St (weekly) Parkway Frontage of Water Well No. 12 (1,765 SF)	\$ _____	\$ _____
M-38	Heritage Corporate Center (weekly) Flag Court and Parkway Norwalk Blvd and Telegraph Rd (19,389 SF)	\$ _____	\$ _____
M-39	Carmenita Overpass South of 5 Freeway (weekly) Parkway Eastside of bridge at Freeway Drive (16,400 SF)	\$ _____	\$ _____
M-40	Firestone Blvd at Carmenita Pl (weekly) Median South of 5 Freeway (7,200SF)	\$ _____	\$ _____
M-41	Shoemaker Bridge at Firestone Blvd. (weekly) Parkway South of 5 Freeway Eastside of Bridge (22,500SF)	\$ _____	\$ _____
SUBTOTAL M-01 thru M-41		\$ _____	\$ _____

ENTER SUBTOTAL M-01 THRU M-41 IN THE FEE SCHEDULE UNDER MEDIANS AND PARKWAYS

PROPOSER NAME _____

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA #2 – PARKS AND PARKETTES**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-01	Alburtis Ave Walkway (weekly) Hardscape/Landscape Alburtis Ave to Fallon Ave (9,906 SF)	\$ _____	\$ _____
P-02	Bradwell (weekly) Parkette Hardscape/Landscape Bradwell Ave @ Terradell St (12,912 SF)	\$ _____	\$ _____
P-03	Davenrich Cul-De-Sac (weekly) Parkette Cul-de-sac to 605 Freeway Sound Wall (5,984)	\$ _____	\$ _____
P-04	Davenrich (weekly) Parkette Davenrich St at Longworth Ave (10,285)	\$ _____	\$ _____
P-05	Florence Avenue (weekly) Parkette– City Monument Sign NW Corner of Florence Ave and Pioneer Blvd (5,144 SF)	\$ _____	\$ _____
P-06	Florence Avenue (weekly) Parkette SW Corner of Florence Ave and Pioneer Blvd (4,122 SF)	\$ _____	\$ _____
P-07	Heritage Park –Groundskeeper Services Park Parking Lots (daily-except Wednesdays)	\$ _____	\$ _____
P-08	Heritage Park –Groundskeeper Services Special Events On-Call Services Sat/Sun (4 hr. minimum) April – November (8 mos.)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-09	Jersey/Clarkman Walkway (weekly) Hardscape Jersey Ave to Clarkman St (14,262 SF)	\$ _____	\$ _____
P-10	Lake Center Park (weekly- Athletic Fields Closed Nov-Feb) Park Florence Ave to Clarkman St (510,000 SF)	\$ _____	\$ _____
P-11	Lake Center Park Entry (weekly) Greenbelt/Planter Florence Ave to Clarkman St (8,788 SF)	\$ _____	\$ _____
P-12	Lakeview Park (weekly) Park Joslin Street/Jersey Ave (255,500 SF)	\$ _____	\$ _____
P-13	Little Lake Park (weekly – Athletic Fields Closed Nov-Feb) Park Pioneer Blvd/Lakeland Rd (786,057 SF)	\$ _____	\$ _____
P-14	Longworth (weekly) Parkette Darcy St at Longworth Ave (13,989 SF)	\$ _____	\$ _____
P-15	Los Nietos Park (weekly – Athletic Fields Closed Nov-Feb) Park Charlesworth Rd to Broaded St (549,000 SF)	\$ _____	\$ _____
P-16	Merson Garden (weekly) Parkette Telegraph Rd and Bartley Ave (11,532 SF)	\$ _____	\$ _____
P-17	Santa Fe Springs Park (weekly) Park Davenrich St to San Gabriel River (538,000 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
P-18	SFS Athletic Fields (weekly – Athletic Fields Closed Nov-Feb) Park Jersey Ave and Pioneer Blvd (275,999 SF)	\$ _____	\$ _____
P-19	Smith Ave Triangle (weekly) Parkette Alburtis Ave to 750 feet East (31,400 SF)	\$ _____	\$ _____
P-20	Sculpture Gardens (weekly) Park Mora Dr at Ontiveros Pl (189,964 SF)	\$ _____	\$ _____
P-21	Neighborhood Center (weekly) Greenbelt/Planter Navojoa Pl to Placita Pl (28,290 SF)	\$ _____	\$ _____
P-22	Post Office (weekly) Greenbelt Telegraph Rd (8,807 SF)	\$ _____	\$ _____
P-23	Town Center Walkway (weekly) Greenbelt/Hardscape/Planter Town Center-Alburtis to Civic Center, Telegraph Rd to Clarke Estate (18,685 SF)	\$ _____	\$ _____
SUBTOTAL P-01 thru P-23		\$ _____	\$ _____

ENTER SUBTOTAL P-01 THRU P-23 IN THE FEE SCHEDULE SUMMARY UNDER PARKS AND PARKETTES

PROPOSER NAME _____

**DETAILED SERVICE AREA FEE SCHEDULE
SERVICE AREA # 3 – FACILITIES**

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
F-01	Aquatic Center (weekly) Greenbelt/Planter Pioneer Blvd to Clarke Estate (18,867 SF)	\$ _____	\$ _____
F-02	City Hall – Groundskeeper Services Parking Lots Planters/Hardscape	\$ _____	\$ _____
F-03	City Yard (weekly/ bi-weekly Nov-Feb) Greenbelt Emmens Way (11,538 SF)	\$ _____	\$ _____
F-04	Civic Center (weekly) Greenbelt/Hardscape Telegraph Rd and Pioneer Blvd (85,406 SF)	\$ _____	\$ _____
F-05	Clarke Estate – Groundskeeper Services Park/Planters/Hardscape	\$ _____	\$ _____
F-06	Clark Estate –Groundskeeper Services Special Events On-Call Services – 4 hr. minimum (After normal work hours, weekends and holidays) April – November (8 mos.)	\$ _____	\$ _____
F-07	Fire Station Headquarters (weekly) Greenbelt Greenstone Ave (11,762 SF)	\$ _____	\$ _____

PROPOSER NAME _____

<u>Site #</u>	<u>Site Name</u>	<u>Monthly Price</u>	<u>Annual Price</u>
F-08	Fire Station No. 4 (weekly) Greenbelt Telegraph Rd (2,400 SF)	\$ _____	\$ _____
SUBTOTAL F-01 thru F-08		\$ _____	\$ _____

ENTER SUBTOTAL F-01 THRU F-08 IN THE FEE SCHEDULE SUMMARY UNDER FACILITIES

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES – EXTRA WORK RATE SCHEDULE**

EXTRA WORK HOURLY RATE SCHEDULE

<u>POSITION</u>	<u>Regular/Hr.</u>	<u>Overtime/Hr.</u>
Supervisor	\$ _____	\$ _____
Foreman	\$ _____	\$ _____
Groundskeeper	\$ _____	\$ _____
Laborer	\$ _____	\$ _____
Irrigation Specialist	\$ _____	\$ _____
Irrigation Laborer	\$ _____	\$ _____
Pesticide Applicator	\$ _____	\$ _____

TURF MAINTENANCE RATES

Mowing	\$ _____ per sq. ft.
Edging	\$ _____ per 1000 liner feet
Fertilization	\$ _____ per acre
Hollow Core Aerification (with removal of cores)	\$ _____ per acre
De-thatching	\$ _____ per acre
Weed Control (including material)	\$ _____ per acre

PROPOSER NAME: _____

LANDSCAPE MAINTENANCE RATES

Edge and Trim	\$_____per 1000 linear feet
Weed Removal and Clean-up	\$_____per 1000 sq. ft.
Fertilization (placement only)	\$_____per acre
Pest Control-Chemical (including material)	\$_____per hour
Pruning/Shearing Shrubs	\$_____per 1000 sq. ft.
Vertical Mulch Trees	\$_____each
Vegetation Removal	\$_____per sq. ft.
Clean Hardscape/Sidewalks	\$_____per sq. ft.

PLANT MATERIAL (INSTALLED)

Annual Color (labor only)	\$_____flat
Annual Color (material only)	\$_____flat
Ground Cover	\$_____flat
One (1) gallon	\$_____each
Five (5) gallon	\$_____each
Fifteen (15) gallon	\$_____each
24" Box Size Tree w/ Triple Staking System	\$_____each
Seeded and Top Dressed Turf Repair	\$_____per sq. ft.
Sodded Turf (remove, prep soil, replace)	\$_____per sq. ft.
Hydro-seeding (binder and fertilizer-exclude seed)	\$_____per sq. ft.

PROPOSER NAME: _____

**CITY OF SANTA FE SPRINGS
PESTICIDE AND FERTILIZER SCHEDULE**

JANUARY	Provide City with copies of all pesticide licenses, permits, pesticide labels, Safety Data Sheets and pest control recommendations that will be used during the year.
FEBRUARY	Fertilizer plus Herbicide for pre-emergent weed control.
MARCH	Blanket spray all turf areas City-wide with Speed Zone pesticide for broad leaf weeds.
APRIL	Fertilize with 16-06-08 to stimulate growth and green-up of permanent grasses.
MAY	Spot spraying of broadleaf weeds City-wide.
JUNE	Spot spraying of broadleaf weeds City-wide.
JULY	Spot spraying of broadleaf weeds City-wide.
AUGUST	Fertilize with 16-06-08.
SEPTEMBER	Spot spraying of broadleaf weeds City-wide.
OCTOBER	Spot spraying of broadleaf weeds City-wide.
NOVEMBER	Fertilize with 6-20-20 to enhance the turf from the fall over seeding. Spot spraying of broadleaf weeds City-wide.
DECEMBER	Spot spraying of broadleaf weeds City-wide.

SCOPE OF SERVICES

GENERAL CONDITIONS

The following general conditions detail basic program requirements and services to be provided under the contract.

A. NOT AN AGENT OF CITY

It is expressly understood and agreed that the Contractor furnishing all labor, services, materials and equipment and performing the work as provided in the Agreement is acting as an independent contractor and not as an agent or employee of the City.

B. PERFORMANCE OF WORK-GENERAL

Contractor shall, at its own cost and expense, furnish all labor, materials, tools, equipment and incidentals required by the Scope of Services and as referenced in the Agreement. The general items of work includes the maintenance and irrigation of the landscape and hardscape of the City's medians, parkways, greenbelts, planters, parkettes, athletic fields, and City facilities.

C. LOCATION OF WORK

The location of each work area and facility to be serviced is identified in the Detailed Service Area Fee Schedule.

D. EMERGENCY INFORMATION

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

E. STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any material furnished shall be subject to the approval of the Contract Administrator; and that both work and materials will meet the requirements of this Agreement.

F. REPRESENTATIVES

1. CITY - CONTRACT ADMINISTRATOR

City shall designate the Director of Public Works or his designee as the City's Contract Administrator, and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

2. **CONTRACTOR - SUPERVISOR**

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of the Scope of Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the maintained areas as required.

The Supervisor shall have at least five (5) years' experience in the management of landscape maintenance services for municipal government entities.

The Supervisor shall be on site for a minimum of four (4) hours per workday. The cost for the Supervisor shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Supervisor will not be accepted unless it is approved in advance by the City as Extra Work.

3. **CONTRACTOR- IRRIGATION SPECIALISTS**

Contractor shall maintain on staff Irrigation Specialists with demonstrated competency, knowledge and experience in the use, programming, troubleshooting, maintenance and repair of all stand-alone and centralized irrigation controllers used by the City.

Contractor shall provide an Irrigation Specialists for a minimum of sixty (60) hours per week to provide preventive maintenance and minor irrigation system repair services. Each Irrigation Specialists assigned to the City shall have their own vehicle to perform irrigation system services.

Irrigation Specialists shall have at least five (5) years' experience in the diagnosis, repair, replacement, and installation of all irrigation system components, including controllers, wiring and connections, mainlines, backflow prevention devices, control valves, master valves, flow sensors, pressure regulators, etc.

The cost for the Irrigation Specialists shall be included as part of the fee for each of the service areas as identified in the Detailed Service Area Fee Schedule. A separate cost for the Irrigation Specialists will not be accepted unless it is approved in advance by the City as Extra Work.

See pages eleven (11) and twelve (12) of the Scope of Services for details regarding irrigation system maintenance and repairs.

4. **CONTRACTOR – GROUNDSKEEPER**

Contractor shall provide three (3) Groundskeepers. Each Groundskeeper shall be assigned to and responsible for the landscape and maintenance of one of the following

City facilities:

- (a) City Hall (including TCH Plaza)
- (b) Clarke Estate
- (c) Heritage Park

Each Groundskeeper shall be assigned to a facility eight (8) hours per day, Monday through Friday (40 hours per week for 52 weeks).

G. MATERIALS PROVIDED BY CONTRACTOR

Contractor shall furnish all materials needed to complete the Scope of Services.

- 1. Waste disposal bins and disposal.
- 2. Irrigation parts required to make repairs and replacement.
- 3. Annual color flowers for flower beds designated and scheduled by the City. Installation schedule is quarterly, see page 10.

H. WORKFORCE

If applicable, contractor shall pay all workers engaged in the work, prevailing rates of wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

I. UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to work proper work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

J. VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies and jurisdiction.

Contractor shall make available sufficient back-up vehicles and equipment to ensure that the provision of services remains uninterrupted during the term of the Agreement.

The Contractor's vehicles shall be clearly identifiable by company name, logo, and local telephone number printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

The noise level generated by vehicles and equipment shall not exceed a single-event noise level of seventy-five (75) decibels at a distance of twenty-five (25) feet from the vehicle or equipment.

K. COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, City and companies. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

L. CLEANING AND ENVIRONMENTAL CONTROLS

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services. All subcontractors and employees shall likewise obey these laws and it shall be the responsibility of the Contractor to insure compliance.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Contractor shall separate litter and trash from landscape green wastes and dispose of these waste materials in the appropriate waste disposal bins distributed throughout the City.

M. PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Superintendent shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged as a result of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

N. TRAFFIC CONTROL – PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

1. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
2. Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.
3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.
4. Contractor's employees working within the right-of-way shall wear reflective vests at all times.
5. Lane Closures. In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc. No lane closures on arterial streets before 9am. See list below.

List of Arterial Streets

- 1) Telegraph Road
 - 2) Florence Avenue
 - 3) Orr and Day Road
 - 4) Norwalk Boulevard
 - 5) Carmenita Road (between Imperial Hwy and Alondra Boulevard)
 - 6) Pioneer Boulevard
-
6. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

O. CUSTOMER SERVICE

1. Office Hours. Contractor's office hours shall be weekdays from 7:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and holidays. A Contractor representative shall be available by telephone during office hours for communication with the City's Contract Administrator at the Contractor's principal office.
2. After Hours Emergencies. Contractor shall maintain an emergency telephone number for use outside normal business hours. Contractor shall have a representative available at said emergency telephone number during all hours other than normal office hours.

P. PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

Q. DATA TO BE FURNISHED BY THE CONTRACTOR

Contractor shall furnish the Contract Administrator access to such information as may be required in connection with the progress and manner of the Scope of Services, including all information necessary to determine costs, such as the number of persons employed, their rate of pay, the time during which they worked on site and other pertinent data.

R. MAINTENANCE SCHEDULES

1. General. The Scope of Services shall be performed on a regular schedule, in accordance with the frequencies described in the Detailed Bid Schedule and incorporated herein by reference.
2. Initial Monthly Service Schedule. Within one week after the Notice to Proceed, and prior to the start of any work, the Contractor shall submit to the Contract Administrator for approval the proposed initial Monthly Service Schedule that reflects the service frequency identified in the Detailed Service Area Fee Schedule. The Contract Administrator will communicate approval or a revised schedule within five (5) working days.
3. Monthly Service Schedules. After the initial schedule, Contractor shall provide updated Monthly Service Schedules to the Contract Administrator not later than the first Friday of each month until completion of the Agreement. The updated Monthly Service Schedule should show any significant changes in activities since submission of the previous schedule, including upcoming seasonal periodic work.

S. MONTHLY REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

The Contractor Administrator and Superintendent shall meet monthly to review the performance and quality of service by the Contractor as identified in the prior month's Service Schedule. The monthly review will include on-site visits to service areas to be determined by the Contract Administrator.

T. CHANGES TO THE SCOPE OF SERVICES- CONTRACTOR

If conditions develop during the progress of the work and the Contractor finds it impractical to comply strictly with the provisions of the Agreement or the Scope of Services, Contractor may request in writing for a modification of requirements or methods of work. The Contract Administrator is authorized to approve the requested change.

U. CHANGES TO THE SCOPE OF SERVICES - CITY

The City reserves the right to make such changes in the Scope of Services or to add Extra Work and as determined by the Contract Administrator to be necessary or in the City's best interests. Changes may include alterations, deviations, and additions of Extra Work or deletions from the Scope of Services. The City reserves the right to increase or decrease the frequency of any item or portion of work or to omit any item or portion of the Scope of Work.

1. Extra Work. Extra work shall include specific tasks of work outside the Scope of Services. Such extra work shall have a specific written scope of services, cost and schedule agreed upon the City and the Contractor. City will provide Contractor with a written Authorization to Proceed. Compensation for extra work will be based on Contractor's Extra Work Rate Schedule.
2. Changes to Scope of Services. Changes to the Scope of Services shall include specific additions to or deletions from the Scope of Services set forth in the Agreement, or an increase or decrease in the frequency of any item or portion of the Scope of Services.

The cost per month for added or deducted work areas shall be determined by computing the area (in square feet) of the added or deducted work area multiplied by the monthly bid price for the corresponding quantity of turf, planted area or hardscape area as listed in the Detailed Service Area Fee Schedule incorporated herein by reference.

V. WORK TO BE PERFORMED BY CONTRACTOR

1. Contractor shall maintain the landscape and hardscape areas identified in the Detailed Service Area Fee Schedule and incorporated herein by reference. The scope of work shall generally include maintenance of landscaped median islands, public parkways (greenbelts and planters and tree wells), parks, parkettes, parking lots, athletic fields and City facilities' landscape and hardscape areas.

2. Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover or turf areas. The Contract Administrator shall have authority to suspend the work, wholly or in part, for such period of time as may be deemed necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable performance of the work. Any work not performed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.
3. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hours or notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond to the emergency.
4. Contractor shall schedule his operations so as not to interfere with the public's use of the areas set forth in the Detailed Service Area Fee Schedule. Contractor shall conduct its operations so as to provide maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

W. WORKING HOURS

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night, Saturday, Sunday or during City holidays, as follows: *New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Every day appointed by the President or Governor for a public holiday.* When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

X. EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency situation that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency situation. Contractor shall be required to respond to the emergency within one (1) hours of notification by the City. Claims for additional compensation for emergency work will be paid as extra work.

Y. COMPENSATION AND BILLING

Payment for regular recurring landscape maintenance services provided under the Agreement shall be at the annual bid price, to be paid in equal monthly installments. Contractor shall only be compensated for actual services rendered in accordance with the Detailed Service Area Fee Schedule. The Contract Administrator will review and approve

the invoice for payment of services rendered consistent with the Agreement after the services have been completed.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Z. DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

1. Work required as identified in the Detailed Service Area Fee Schedule that is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
2. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required as identified in the Detailed Service Area Fee Schedule that the Contractor performed in a defective or incomplete manner.

STANDARDS OF PERFORMANCE

The Contractor shall perform the following services:

A. MOWING

Turf shall be mowed with a properly sharpened power rotary mower to ensure a smooth surface appearance without scalping or leaving visible clippings on the turf or adjacent walkways.

The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule shall be established and maintained. This schedule will provide that all areas will be mowed not less than once a week. Mowing personnel shall flag broken sprinkler heads for repair.

B. EDGING

Grass along sidewalks, curbs, shrub and flowerbeds, and walls shall be trimmed to a neat and uniform line. Edging shall be done concurrent with each mowing. Turf edges shall be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned. All trash and debris generated by mowing and edging shall be collected and removed immediately following the work performed.

Where trees occur in turf areas, all grass shall be removed 6 inches from the trunks of trees by approved chemicals or by hand as required. Mulch shall be applied to the base of tree trunks to reduce weed growth. String trimmers may not be used to clear turf around trees.

Contractor shall trim around all sprinkler heads as necessary in order to provide maximum irrigation coverage. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods.

C. FERTILIZATION

Contractor will provide fertilizer and fertilize all turf areas at each City facility four (4) times per year, in accordance with the attached Pesticide and Fertilizer Schedule.

D. AERATION

Contractor will provide core aeration of all turf areas at each City facility two (2) times per year. The first aeration shall be performed in the months of March/April. The second aeration shall be performed in the months of October/November. Core aeration shall be performed removing ½ inch diameter by six (6) inch deep cores of turf, roots, and soil with tines not more than 6 inches spacing. Cores shall be pulverized over the turf surface.

E. SEASONAL OVERSEEDING

Contractor shall reseed all turf areas as identified in the Detailed Service Area Fee Schedule once a year in November, and pursuant to the Contract Administrator's authorization. The Contractor will provide all seed and materials necessary to all turf areas. All bare or sparse areas shall be seeded at the direction of the Contract Administrator.

F. WEED CONTROL

Turf areas will be maintained in as nearly a weed-free condition as reasonably possible. The Contractor will provide the chemicals. The Contractor shall apply chemicals for weed control in accordance with the attached Pesticide and Fertilizer Schedule.

G. ANNUAL COLOR

Contractor shall install and provide annual color flowers every three (3) months (4 times per year) at City Hall, Clarke Estate and Heritage Park only. The Contractor shall provide the color flowers to the City. The Contract Administrator will identify the areas at each identified City facility where the color flowers will be installed.

Annual Color Schedule

1. First two weeks in March
2. Second two weeks in June
3. Second two weeks in September
4. First two weeks in December

H. PLAYGROUND AREAS - PARKS AND PARKETTES

In addition to the landscape and hardscape maintenance, Contractor shall maintain the playground area surfaces by raking the sand, wood chips, engineered wood or other surface material adjacent to and under playground equipment including but not limited to swings, slides, stairs, etc. Special attention shall be given to the landing areas for the playground equipment.

Contractor shall inform the City when additional playground surface material is required to maintain a level surface. The City shall install the surface material.

I. PRUNING

Contractor shall perform pruning of all shrubs located within each of the City's service areas to promote healthy growth habits for shape and appearance. Shrubs shall be maintained free of damaged, dead, weak, diseased or insect-infested limbs, flowers, seed heads or fruiting bodies. Contractor shall remove all clippings the same day shrubs are pruned. Pruning shall be performed as often as necessary to maintain public safety, neat, tidy appearance and a vigorous healthy condition of all shrubs.

Contractor shall perform pruning services of low-hanging tree branches that pose a risk to public safety.

J. MAINTENANCE OF HARDSCAPE

Contractor shall maintain all hardscape areas identified in the Detailed Service Area Fee Schedule in a clean and safe condition. All litter shall be manually removed or vacuumed. Contractor shall not be permitted to use water to clean hardscape surfaces. Contractor shall not blow dirt or debris into traffic lanes.

Contractor shall maintain monument signs clean of dirt and debris. Vandalism of monument signs shall be reported to the Contract Administrator.

K. IRRIGATION SYSTEM MAINTENANCE

In accordance with State water regulations, Contractor shall be responsible for irrigating all landscaped areas as required to maintain vigorous growth rate and appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing runoff, and the relationship of conditions that affect day and night watering.

Contractor shall be responsible for maintaining all systems within the areas identified in the Detailed Service Area Fee Schedule and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, minor valve and controller maintenance.

Contractor shall perform the following irrigation system maintenance services:

1. Perform periodic irrigation system checks and make adjustments to sprinkler system function and coverage following mowing or recurring maintenance activity.
2. Establish and maintain a schedule of performing irrigation system checks.
3. Flag broken sprinkler heads for repair or replacement with each mowing or recurring maintenance activity.
4. Manually irrigate areas that do not have automatic sprinkler systems, or during periods of prolonged heat.

5. Program irrigation controllers and make adjustments to sprinkler frequency and duration of cycle length.
6. Program controllers such that irrigation occurs between the hours of midnight and 5:00 a.m. Frequent repeat cycles may be required to germinate grass seed or reduce irrigation runoff.

L. IRRIGATION SYSTEM REPAIRS

Contractor shall perform minor (routine) repairs to the irrigation system arising from normal wear and tear at no additional cost to the City.

Minor repairs shall include but not limited to:

1. Replacement of nozzles, pop-up spray heads, rotary sprinkler heads, drip irrigation emitters, tubing and filters.
2. Repair/replacement of automatic control valve solenoids, bleed screws, diaphragms, etc.
3. Repair/replacement of broken swing joint assemblies, risers, quick couplers, etc.
4. Replacement of automatic controller batteries and other minor adjustments.

Contractor shall perform major (extraordinary) repairs to the irrigation system not described above for additional compensation by the City. Major repairs shall be performed as follows:

1. Contractor shall provide the City with a written estimate price to perform the major repairs. Major repairs will be billed as Extra Work following completion of the work and approval by the City.
2. The Contractor will provide all irrigation system parts for major repairs.
3. The City reserves the right to perform major repairs with its own staff or a third party.

**Landscape Maintenance
RFP Summary Evaluation Sheet**

	Merchants Landscape Services, Inc			Green Tech Landscape, Inc			Priority Landscape		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Expreience and Capability of the Firm	29	30	27	23	23	21	23	23	21
Perform work with staff and equipment	10	10	9	3	5	7	3	5	5
Quality of work performed through references	10	10	9	10	10	7	10	10	7
Annual Total Fee Proposal	45	45	43	50	50	44	50	50	45
Subtotal Scores:	94	95	87	86	88	79	86	88	78
Average Scores:	92			84			84		

	Far East Landscape and Maintenance			Mariposa Landscapes, Inc.			Brightview Landscape, LLC		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Expreience and Capability of the Firm	21	21	21	30	30	26	27	27	26
Perform work with staff and equipment	9	10	7	8	8	9	8	7	9
Quality of work performed through references	10	10	7	10	10	9	10	10	8
Annual Total Fee Proposal	43	43	43	34	35	38	35	38	40
Subtotal Scores:	83	84	78	82	83	80	80	82	82
Average Scores:	82			82			81		

	Complete Landscape Care, Inc			Terrace Associates			Land Care		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Expreience and Capability of the Firm	30	30	23	21	21	21	30	30	23
Perform work with staff and equipment	10	10	8	10	10	7	10	10	8
Quality of work performed through references	8	8	8	10	10	7	10	10	8
Annual Total Fee Proposal	33	33	38	38	40	40	30	30	35
Subtotal Scores:	81	81	76	79	81	75	80	80	73
Average Scores:	79			78			78		

THE CITY OF CITY OF SANTA FE SPRINGS
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2020, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (the "City"), and MERCHANTS LANDSCAPE SERVICES, INC., (the "Contractor").

RECITALS

WHEREAS, the City desires to employ the Contractor to provide Landscape Maintenance services for the City.

WHEREAS, the City has determined that the Contractor is willing to perform such services. NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all items and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. SCOPE OF SERVICES AND FEE SCHEDULE

The Contractor will perform services as set forth in the Scope of Services and Fee Schedule which are made a part of this Agreement by reference.

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services and Fee Schedule Service Areas to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule.

3. PROJECT COORDINATION AND SUPERVISION

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a Supervisor to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a fixed monthly amount of \$74,982.68 (\$899,792.16.00 annually) for services rendered in accordance with the Contractor's Fee Schedule which is made a part of this Agreement by reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement.

If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the Monthly Service Schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

If the Monthly Service Schedule prepared by the Contractor identifies a reduction in service to a Service Area identified in the Detailed Service Area Fee Schedule, Contractor will adjust the monthly payment due consistent with the monthly price identified in the Detailed Service Area Fee Schedule which is made a part of this Agreement by reference.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services and Fee Schedule shall not be performed without prior authorization from the Contract Administrator or his/her designee. Compensation for Extra Work shall be compensated based on the Contractor's Extra Work Rate Schedule which is made a part of this Agreement by reference.

5. **TERM OF AGREEMENT**

The term of this Agreement shall be for a period of three (3) years and shall commence on the date first set forth above. The City shall have the option to extend the Agreement for an additional two (2) one-year terms based on performance and approval by the City Council.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the Contractor nor the Contractor's employees are employees of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the

Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Services as to maintain the conditions, aesthetic appearance, safety and usefulness of the City medians, parkways, parks, parkettes and facilities. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

The Contractor shall furnish all labor, equipment and required landscape and hardscape equipment, materials, and supplies needed to maintain all contracted areas to a level acceptable to the City.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's negligent or willful acts or omissions occurring in the performance of this Agreement.

13. **WORKERS' COMPENSATION**

The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all Contractor's employees engaged as part of the required services and as required by the Labor Code of the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

14. **LIABILITY INSURANCE**

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

- A. Business Auto Liability Insurance - The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from

the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of this Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim. The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Contract Administrator as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of the Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

- B. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days notice of change or cancellation prior to acceptance of the work.

Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this Agreement. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.

15. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action shall be entitled to have and recover from the other party reasonable costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorneys' fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorneys' fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorneys' fees incurred by the prevailing party.

16. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

17. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

18. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; emailed; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with

To the City: Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
City of Santa Fe Springs, CA 90670-3679
noenegrete@santa fesprings.org

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile, fax or email must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for 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 Contract Agreement to be executed in triplicate by setting hereunto their name , titles, hands , and seals as of the date noted above.

**CONTRACTOR
MERCHANTS LANDSCAPE SERVICES, INC.**

By: _____
Mark Brower, President

CITY OF SANTA FE SPRINGS

By: _____
WILLIAM K. ROUNDS, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

June 11, 2020

NEW BUSINESS

Rosecrans / Marquardt Grade Separation Project: Traffic Signal and Street Light Conduit Relocation – Award of Contract

RECOMMENDATION

- Accept the bids;
- Award a contract to DB Electric, Inc. of Eastvale, California, in the amount of \$38,799.00; and
- Authorize the Mayor to execute the Agreement with DB Electric, Inc.

BACKGROUND

The Traffic Signal Street and Light Conduit Relocation project (Project) is part of the early action utility relocation work for the Rosecrans / Marquardt Grade Separation project. The Project encompasses five locations. The first location is on north side of Rosecrans, 250' west of Marquardt. The second and third locations are 100' and 200' respectively on north side of Rosecrans, east of Marquardt. The fourth location is on the east side of Marquardt, 125' south of Rosecrans. The final location is on the west side of Marquardt, 50' north of Rosecrans. The conduit relocations are vital for the installation of five new SCE steel transmission power poles.

The City received a total of three bids ending on May 20, 2020. City staff reviewed each bid proposal and determined them to be compliant with the project specifications. The low bidder for the project was DB Electric, Inc. in the amount of 38,799.00.

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

<u>Company Name</u>	<u>Bid Amount</u>
DB Electric, Inc.	\$ 38,799.00
Belco Elecnor Group	\$ 74,749.00
MSL Electric, Inc.	\$ 97,000.00

The Department of Public Works has reviewed the bids and determined the low bid submitted by DB Electric, Inc., in the amount of \$38,799.00 is approximately 22.5% below the Engineer's Estimate of \$50,000.00, and their bid is responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the Agreement.

FISCAL IMPACT

The Traffic Signal and Street Lighting Conduit Relocation project is approved and funded by the Metropolitan Transportation Authority (MTA). The City will be reimbursed for the project costs after the project is complete.


Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN" or similar initials.

Date of Report: June 4, 2020

INFRASTRUCTURE IMPACT

The Conduit Relocation is part of the early action utility relocation work for the Rosecrans/Marquardt Grade Separation project.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", is positioned above the printed name and title.

Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**TRAFFIC SIGNAL AND STREET LIGHT INSTALLATION
(Rosecrans/Marquardt Grade Separation Project)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 11th day of June, 2020 BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and DB Electric, Inc., as CONTRACTOR in the amount of \$38,799.00

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all

claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

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

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

ARTICLE VII

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

20104.50.

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

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

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

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

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A

request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

(e) For purposes of this article:

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

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

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

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

ARTICLE VIII

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

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

**CONTRACTOR
DB ELECTRIC, INC.**

By: _____
NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
WILLIAM K. ROUNDS, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

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