



AGENDA

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

**December 10, 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.*

CITY COUNCIL

NEW BUSINESS

- 4. Certification of the November 3, 2020 General Municipal Election**

Recommendation:

- Receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk
- Waive reading in full and adopt Resolution No. 9700 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 3, 2020, declaring the results, and such other matters as provided by law.

- 5. Administration of Oath of Office**

- 6. Installation of Mayor and Mayor Pro Tem**

PUBLIC FINANCING AUTHORITY

7. CONSENT AGENDA

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

- a. Minutes of the November 12 and 24, 2020 Public Financing Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

8. CONSENT AGENDA

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

- a. Minutes of the November 12 and 24, 2020 Water Utility Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

9. CONSENT AGENDA

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

- Minutes of the November 12 and 24, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

10. CONSENT AGENDA

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

- Minutes of the November 12 and 24, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL Continued

11. CONSENT AGENDA

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

- a. Minutes of the November 12 and 24, 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. Resolution No. 9698 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties (Fire)

Recommendation:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties; and
- Adopt Resolution No. 9698.

- 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. 9701:
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.

NEW BUSINESS

12. Consideration of an Ordinance of the City Council Amending Santa Fe Springs Municipal Code Section 30.15 to Move Regular City Council Meetings from Second and Fourth Thursdays to First and Third Tuesdays (City Manager)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1115.

13. Adopt Salary Schedule Modifications to Comply with Minimum Wage Requirements (Finance)

Recommendation:

- Adopt salary schedule changes outlined below and attached to be effective with the pay period starting December 20, 2020.

14. Authorize the Purchase of Banquet Chairs from Mity-Lite, Inc by Piggybacking off of CMAS Cooperative Contract No. 4-17-71-0111B; and Declare the Old Banquet Chairs Surplus (Finance)

Recommendation:

- Authorize the purchase of banquet chairs from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$38,795.79 for this transaction and;

- Declare the old banquet chairs surplus and authorize their disposal at public auction.

15. On-Call Professional Engineering Services – Authorization to Advertise Request for Proposals (Public Works)

Recommendation:

- Authorize the City Engineer to Advertise a Request for Proposals to provide On-Call Professional Engineering Services.

16. Aquatic Center Roof Replacement Project – Authorization to Advertise (Public Works)

Recommendation:

- Approve adding the Aquatic Center Roof Replacement Project to the Capital Improvement Plan;
- Appropriate \$190,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Approve the Project Specifications; and
- Authorize the City Engineer to advertise for construction bids.

17. Tree Maintenance Services: Authorization to Advertise Request for Proposals (Public Works)

Recommendation:

- Authorize the Director of Public Works to advertise a Request for Proposals to provide Tree Maintenance Services.

18. Appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees (City Clerk)

Recommendation:

- Appoint a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative for a 2 or a 4 year term commencing on January 1, 2021.

19. Approve an Agreement with Benefit Financial Services Group (BFSG, LLC) for Plan and Investment Advisory Services Pertaining to the 457 Deferred Compensation Plan (Finance)

Recommendation:

- Authorize the Mayor to execute an agreement with Benefit Financial Services Group (BFSG) for plan and investment advisory services pertaining to the 457 Deferred Compensation Plan.

20. General Plan Update-Preferred Draft Land Use Plan, Review of Land Use Alternatives for Four Focus Area, and Specific City Staff Recommendations to Revise the Land Use Plan, that will allow for the Preparation of the Draft General Plan and Draft Environmental Impact Report for Public Review (Planning)

Recommendation:

- Confirm Staffs directions, thus far, on the Preferred Draft Land Use Plan for the General Plan; and

- Review the land use alternatives for the four focus areas and provide directions regarding the preferred alternatives; and
- Consider and provide direction on specific City staff recommendations to revise the land use plan, as indicated in attached Figure 1 and Figure 2

21. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

22. COUNCIL COMMENTS

CLOSED SESSION

23. 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

24. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION


Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One Case

25. CLOSED SESSION REPORT

26. ADJOURNMENT

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.



Janet Martinez, CMC, City Clerk

December 4, 2020

Date Posted



City of Santa Fe Springs

City Council Meeting

ITEM NO. 4

December 10, 2020

NEW BUSINESS

Certification of the November 6, 2020 General Municipal Election

RECOMMENDATION(S)

- Receive and file the Certificate of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk.
- Waive reading in full and adopt Resolution No. No. 9700 of the City Council of the City of Santa Fe Springs reciting the fact of the General Municipal Election held on November 3, 2020, declaring the results.

BACKGROUND

At its June 11, 2020 regular meeting, the City Council adopted resolutions calling an election to elect two (2) members of the City Council; consolidating the election with the County of Los Angeles on Tuesday, November 3, 2020; and requesting them to conduct the election and canvass the votes. The Los Angeles County Registrar of Voters provided certification and canvass information on December 2, 2020, declaring the results of the election.

Information from the County Registrar pertaining to the November 3, 2020 General Municipal Election indicates the following:

- 8,778 total ballots cast for Councilmember Seats
- 3,711 votes cast for Joe Angel Zamora for City Council
- 3,587 votes cast for Jay Sarno for City Council
- 2,115 votes cast for Blake S. Carter for City Council
- 3,430 votes cast for Bill Rounds for City Council

FISCAL IMPACT

The County has not yet invoiced the City for election costs. The current budget has funds allocated for this expense.

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

Raymond R. Cruz
City Manager

Attachments:

Resolution No. 9700

RESOLUTION NO. 9700

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY ON NOVEMBER 3, 2020; DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Santa Fe Springs, California, ("City") on Tuesday, November 3, 2020 as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed; and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, and the results are received, attached and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the whole number of ballots cast in the City to elect a Councilmember was 8,778.

Section 2. That the names of persons voted for at the election for member of the City Council of the City are as follows:

Joe Angel Zamora
Jay Sarno

Section 3. That the number of votes given at each precinct and the number of votes given in the City to each of such persons above named for the respective offices for which the persons were candidates are as listed in Exhibit "A" attached.

Section 4. THE CITY COUNCIL DOES DECLARE AND DETERMINE THAT:

Joe Angel Zamora was elected as Member of the City Council of the City for the full term of four years.

Jay Sarno was elected as Member of the City Council of the City for the full term of four years.

Section 5. The City Clerk shall enter on the records of the City Council of the City a

statement of the result of the election.

Section 6. The City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing:

- (1) The whole number of ballots cast in the City;
- (2) The names of the persons voted for;
- (3) The office each person was voted for;
- (4) The number of votes given at each precinct to each person;
- (5) The total number of votes given to each person.

Section 7. The City Clerk shall immediately make and deliver to each of such persons so elected a Certificate of Election signed by the City Clerk and duly authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the State Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

Section 8. 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 on this 10th day of December, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Santa Fe Springs City

at the General Election, held on the 3rd day of November, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of November, 2020.



Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

ITEM NO. 5

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ITEM NO. 6

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FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 11A



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/2020

None

Outstanding principal at 11/30/2020

\$41,001,082

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 8A
PLEASE SEE ITEM NO. 11A



CONSENT CALENDAR

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 11/30/2020	None
Outstanding principal at 11/30/20	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 11/30/2020	None
Outstanding principal at 11/30/2020	\$1,225,000

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

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

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

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



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority

December 10, 2020

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report

BACKGROUND

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

WHITTIER WATER CONNECTION PROJECT

The bid opening for this project was on August 11, 2020, and the Water Utility Authority awarded the contract to 316 Engineering and Construction, based in Rosemead, California. Staff from both Cities of Santa Fe Springs and Whittier have reviewed and approved the materials and components submitted by the contractor. Construction on the project is scheduled to begin on Tuesday, December 8, 2020 and the anticipated completion date is January 2021. This project will increase capacity from 1,800 gpm to over 4,000 gpm that Santa Fe Springs could receive from the City of Whittier, and will therefore lessen the reliance on the more costly water from the Metropolitan Water District.

FISCAL IMPACT

The Whittier Water Connection Project is fully funded by the Water Capital Improvement Plan fund.

INFRASTRUCTURE IMPACT

The Whittier Water Connection Project will increase the water capacity available to the City and reduce the dependency on the current connection with the Metropolitan Water District.

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

Raymond R. Cruz
Executive Director

Attachments:

None.

Report Submitted By: Noe Negrete
Director of Public Works

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Date of Report: December 4, 2020

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 11A

FOR ITEM NO. 10
PLEASE SEE ITEM NO. 11A



City of Santa Fe Springs

City Council Meeting

December 10, 2020

CONSENT AGENDA

Minutes of the November 12 and 24, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- November 12, 2020 Meeting Minutes
- November 24, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. November 12, 2020 Meeting Minutes
2. November 24, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

November 12, 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**

The following individuals spoke during Public Comment: Ashley Owen.

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

Minutes of the October 8, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

NEW BUSINESS

5. Amendment Number Three ("Amendment") to the Exclusive Negotiating Agreement (ENA) by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ("Housing Successor"), The Whole Child, a California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer")

Recommendation:

- Approve the Amendment Number Three between the Housing Successor and Developer which would allow the Agreement to continue in effect from the Effective Date and to terminate on May 10, 2021; and
- Authorize an extension of the Exclusive Negotiating Period upon mutual written agreement of the City Manager and the Developer for up to two (2) additional ninety (90) calendar day periods, as needed to complete negotiations of the Project Agreements and environmental review of the

Project; and

- Authorize the Mayor or designee to execute the Amendment Number Three between the Housing Successor and Developer.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

6. CONSENT AGENDA

Minutes of the October 8, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, 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

7. CONSENT AGENDA

a. Minutes of the October 8, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2019-20 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2019-20.

c. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2019-20 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2019-20.

It was moved by Mayor Pro Tem Mora, seconded by Council Member Zamora, to approve the consent agenda, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

NEW BUSINESS

8. Approval of 2021 Art Fest Event Professional Services Agreement (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2021 Art Fest event.

It was moved by Council Member Trujillo, seconded by Council Member Zamora to authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2021 Art Fest event, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

9. Appropriation of funds from City's Art in Public Places fund for City's Art Education Grant Program for Fiscal Year 2020-2021 (Community Services)

Recommendation:

- Approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100)
- Authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2020-2021.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora, to approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100), by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

10. Approve an Agreement with CalPERS to Establish a Pension Prefunding Trust through the California Employers' Pension Prefunding Trust (CEPPT) Program (Finance)

Recommendation:

- Authorize the Mayor to execute an agreement with the California Public Employees Retirement System (CalPERS) for trust administration and investment, and to approve the delegation of authority for disbursements from the Pension Prefunding Trust.

It was moved by Mayor Pro Tem Mora, seconded by Council Member Zamora, to authorize the Mayor to execute an agreement with the California Public Employees Retirement System (CalPERS) for trust administration and investment, and to approve the delegation of authority for disbursements from the Pension Prefunding Trust, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

11. Authorize the Purchase of a Pierce Arrow Fire Apparatus from South Coast Equipment Inc., and Related Vehicle Communication Equipment and Financing (Fire)

Recommendation:

- Authorize the purchase of a Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$881,505.24;
- Authorize the purchase of communication equipment for the apparatus from Motorola Solutions Inc. for an amount not to exceed \$16,044.16;
- Authorize the purchase of a Mobile Data Computer (MDC) from DuraTech USA, Inc. for an amount not to exceed \$4,767.25;
- Authorize the Director of Purchasing Services to enter into a master lease financing agreement with Bank of America, National Association or Designee with a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease.
- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora, to authorize the purchase of a Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$881,505.24; authorize the purchase of communication equipment for the apparatus from Motorola Solutions Inc. for an amount not to exceed \$16,044.16; authorize the Director of Purchasing Services to enter into a master lease financing agreement with Bank of America, National Association or Designee with a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease and affirm that the City of Santa Fe Springs is Bank Qualified for this transaction, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

12. Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) Funds for the Purchase of Replacement Vehicle Exhaust Equipment for the Department of Fire-Rescue (Fire)

Recommendation:

- Accept FEMA Assistance to Firefighters Grant funds in the amount of \$53,938 and authorize the purchase and installation of vehicle exhaust equipment for Headquarters Fire Station (11300 Greenstone) and Fire Station 3 (15517 Carmenita) from Air Exchange.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Mora, to accept FEMA Assistance to Firefighters Grant funds in the amount of \$53,938 and authorize the purchase and installation of vehicle exhaust equipment for Headquarters Fire Station (11300 Greenstone) and Fire Station 3 (15517 Carmenita) from Air Exchange, by the following vote:

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

13. Town Center Plaza Parking Lot Improvements Project – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve adding the Town Center Plaza Parking Lot Improvements Project to the Capital Improvements Plan;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

It was moved by Council Member Rodriguez, seconded by Council Member Trujillo, to approve adding the Town Center Plaza Parking Lot Improvements Project to the Capital Improvements Plan; 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

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

Recommendation:

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

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve Contract Amendment Number Two with Henry Hernandez to extend the term of the Agreement for One Year; and authorize the Mayor to execute Contract Amendment Number Two, by the following vote:

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

15. Water Feature Maintenance Service Agreement – Approval of One Year Extension (Public Works)

Recommendation:

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

It was moved by Mayor Pro Tem Mora, seconded by Council Member Trujillo, to approve Contract Amendment Number One with Payless Pool Service Company to extend the term of the Agreement for One Year; and authorize the Mayor to execute Contract Amendment Number One, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

16. Bridge at Telegraph Road and Norwalk Boulevard – Funding for Purchase of LED Lighting (Public Works)

Recommendation:

- Accept the bids;
- Appropriate \$28,495 from General Fund to a 9000 account; and
- Issue a purchase order in the amount of \$28,495 to Walters Wholesale Electric Co. of Santa Fe Springs, California.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to accept the bids; appropriate \$28,495 from General Fund to a 9000 account; and issue a purchase order in the amount of \$28,495 to Walters Wholesale Electric Co. of Santa Fe Springs, California, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz provided a brief presentation on Veterans Day and showed a brief video in lieu of the yearly ceremony. He also introduced Police Captain Ruiz to talk about an incident in where a Whittier Police Officer used lethal force on the intersection of Telegraph Rd and Norwalk Blvd. He also congratulated City Attorney Ivy M. Tsai on becoming partner with Jones & Mayer and wished her continued success.
- Director of Public Works, Noe Negrete spoke about the installation of the Christmas tree on the corner of Pioneer Blvd and Telegraph Rd. He also spoke about the progress of the soffit project at the Aquatic Center.
- Director of Planning, Wayne Morrell spoke provided an updated on the City's Small Business Grant Program. He reported that the program was publicized and that the City received eighty-three applications. He also provided an update on the proposed Sonic Drive-In Restaurant location with a planned grand opening in summer 2021 and a proposed Dave's Hot Chicken location.
- Director of Police Services, Dino Torres provided a brief on traffic enforcement detail and overtime for the months of August and September.
- Fire Chief, Brent Hayward provided an update on the Silverado and Blue Ridge fires. He also provided an update on the number of COVID-19 cases within the City and hospitalization rates across the County. Lastly, he congratulated two recent Fire-Rescue retirees.
- Director of Finance, Travis Hickey provided an update on closure of the City's fiscal year 2019/20 annual audit.
- Director of Library Services, Joyce Ryan spoke about the distribution of sugar skulls for Dia De Los Muertos. She also spoke about certain issues regarding the temporary hand-washing stations including their removal and installation dates for new permanent hand

sanitizers. She also spoke about new batting cage requirements and acceptance of a \$10,000.00 donation from Western Corrugated Design. She also spoke about the upcoming Thankful Neighbor Program and recapped the Goodie Grab 2020 event. Lastly, she announced that the annual Tree Lighting Ceremony will be a virtual event this year and announced the Community Services staff member Michelle Smith would be retiring after 35 years of service.

18. COUNCIL COMMENTS

Councilmember Rodriguez thanked all the veterans who have served and also congratulated City Attorney Ivy M. Tsai on becoming partner. She congratulated all of the retirees and thanked Police Services staff for promoting the Safe Neighborhood Team meetings. Lastly, she thanked Fire and Police Services staff and expressed her gratitude at being able to attend the Goodie Grab 2020 event.

Councilmember Trujillo highlighted the great work that staff has been doing to continue to offer events during the pandemic. She also thanked Police Services staff for their commitment and for those who have served.

Councilmember Zamora thanked staff for the Goodie Grab 2020 event and expressed his gratitude to retiring City staff. He also thanked all the veterans for their service and thanked department heads for their hard work.

City Clerk, Janet Martinez spoke on behalf of Mayor Pro Tem Mora. He congratulated City Attorney Ivy M. Tsai and all of the retirees. He also thanked all City staff as well as emergency responders. Lastly, he thanked all of the veterans for their service.

Mayor Rounds thanked Mayor Pro Tem John Mora for the Veterans Day video and congratulated City Attorney Ivy M. Tsai on becoming partner with her firm. Lastly, he congratulated recent retirees.

19. ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:05 p.m. in memory of David Barron, former Interim City Clerk.

ATTEST:

Janet Martinez, City Clerk

Mayor

Date



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

November 24, 2020

1. CALL TO ORDER

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

2. ROLL CALL

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

Members absent: None

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

3. PUBLIC COMMENTS

There were no public comments.

PUBLIC FINANCING AUTHORITY

4. CONSENT AGENDA

- a. Minutes of the October 22, 2020 Public Financing Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Council Member Rodriguez, seconded by Council Member Trujillo, to approve Item Nos. 4A and 4B, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

WATER UTILITY AUTHORITY

5. CONSENT AGENDA

- a. Minutes of the October 22, 2020 Water Utility Authority (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

It was moved by Mayor Pro Tem Mora, seconded by Council Member Rodriguez, to approve Item Nos. 5A, 5B, and 5C, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

NEW BUSINESS

6. California Water and Wastewater Agency Response Network (CalWARN) – Approval to Join (Public Works)

Recommendation:

- Approve enrollment in CalWARN;
- Designate the City Manager to be the Authorized Official to sign the 2007 Omnibus Mutual Assistance Agreement; and
- Appoint the City Manager as the Authorized Representative Emergency Contact.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora, to approve enrollment in CalWARN; designate the City Manager to be authorized the official to sign the 2007 Omnibus Mutual Assistance Agreement; and appoint the City Manager as the authorized representative emergency contact, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

HOUSING SUCCESSOR

7. **CONSENT AGENDA**

Minutes of the October 22, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

NEW BUSINESS

8. License Agreement to Temporary Use Housing Successor – Owned Land (Planning)
Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs.

Recommendation:

- Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora to authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

9. **CONSENT AGENDA**

Minutes of the October 22, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

CITY COUNCIL

10. **CONSENT AGENDA**

- a. Minutes of the October 22, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Quarterly Treasure's Report of Investments for the Quarter Ended September 30, 2020 (Finance)

Recommendation:

- Receive and file the report.

It was moved by Council Member Zamora, seconded by Council Member Rodriguez, to approve Items Nos. 10A and 10B with the amended minutes, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None
Absent: None

NEW BUSINESS

11. Fiscal Year 2019-2020 Preliminary Year-End Review (Finance)

Recommendation:

- Authorize the following transfers from the Fiscal Year (FY) 2019-20 increase in available General Fund balance (approximately \$12.0 million) to the following reserves and/or funds:
 - \$6.0 million (50%) of available balance to the Unfunded Liability Reserve
 - \$2.0 million (17%) of available balance to the Capital Improvement Program (CIP) Fund
 - \$1.2 million (10%) of available balance to the Economic Contingency Reserve
 - \$1.0 million (8%) of available balance to the Equipment Replacement Fund
 - \$600,000 (5%) of available balance to the Employee Benefits Fund for Compensated Absences liability
 - Allocate remaining available balance (anticipated to be \$1.2 million or 10%) to the unassigned fund balance
- Authorize the transfer of the FY 2019-20 increase in available Water Fund balance to the Water CIP Reserve Fund (approximately \$1.0 million).

It was moved by Mayor Pro Tem Mora, seconded by Council Member Zamora, to authorize the following transfers from the Fiscal Year (FY) 2019-20 increase in available General Fund balance (approximately \$12.0 million) to the following reserves and/or funds: \$6.0 million (50%) of available balance to the Unfunded Liability Reserve, \$2.0 million (17%) of available balance to the Capital Improvement Program (CIP) Fund, \$1.2 million (10%) of available balance to the Economic Contingency Reserve, \$1.0 million (8%) of available balance to the Equipment Replacement Fund, \$600,000 (5%) of available balance to the Employee Benefits Fund for Compensated Absences liability, Allocate remaining available balance (anticipated to be \$1.2 million or 10%) to the unassigned fund balance; authorize the transfer of the FY 2019-20 increase in available Water Fund balance to the Water CIP Reserve Fund (approximately \$1.0 million)., by the following vote:

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

12. Adopt Resolution No. 9699 Making a Finding as to the Industrial Disability of Michael Yule (Finance)

Recommendation:

- Adopt Resolution No. 9699 making a finding as to the industrial disability of Michael Yule.

It was moved by Mayor Pro Tem Mora, seconded by Council Member Trujillo, to adopt Resolution No. 9699 making a finding as to the industrial disability of Michael Yule, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

13. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz talked about the Thankful Neighbor food distribution event that he attended. He also brought attention to the great work that Mayor Rounds accomplished during his terms in office and thanked him for all of the projects he worked on.
- Director of Public Works, Noe Negrete also thanked Mayor Rounds for serving many years on the CIP Subcommittee. He also provided a brief update on two ongoing projects: The Los Nietos Road Improvement Project and the I-5 Florence Bridge Project. Lastly, he wished everyone in attendance a Happy Thanksgiving.
- Director of Planning, Wayne Morrell also thanked Mayor Rounds for his time as a Councilmember and as a Planning Commissioner. He also commented on the Los Angeles County's decision to temporarily suspend outdoor dining due to the rising number of COVID-19 cases.
- Director of Police Services, Dino Torres thanked Mayor Rounds for his support towards Public Safety and wished everyone a Happy Thanksgiving.
- Fire Chief, Brent Hayward thanked Mayor Rounds for his time on Council and for always supporting the Fire Department. He also provided an update on COVID-19 cases in the City. Lastly, he introduced the new Fire-Rescue employees and highlighted the events that the Fire-Rescue Department has been participating in throughout the City.
- Director of Finance and Administrative Services, Travis Hickey brought attention to a State's Auditor website which identifies financial risks for each California city and stated that the City is trending positively. Lastly, he thanked Mayor Rounds for his time on Council and wished everyone a Happy Thanksgiving.
- Director of Community Services, Maricela Balderas provided information on the upcoming Thankful Neighbor, Fall Virtual Sports Camp, Family Globe Portraits with Santa, Virtual Tree Lighting Ceremony, Holiday Home Decorating Contest, Neighborly Elf Basket Giveaway, Christmas Float, Virtual Las Posadas, The Grinch Live, personalized Zoom calls with Santa, and You've been Jingled holiday events.

14. COUNCIL COMMENTS

Councilmember Rodriguez thanked Community Services staff for the Thankful Neighbor distribution event. She also thanked Mayor Rounds on his many years of service on Council and the Planning Commission. She highlighted his leadership and thanked his family for their support. She wished everyone in attendance a Happy Thanksgiving.

Councilmember Trujillo thanked Mayor Rounds for his leadership and for being a positive role model. She also thanked his family and wished everyone in attendance a Happy Thanksgiving.

Councilmember Zamora wished everyone in attendance a Happy Thanksgiving. He also thanked the Community Services staff for their work in assisting the residents with the various events throughout the City. He also thanked Mayor Rounds for his years of service and wished him Happy Holidays.

Mayor Pro Tem Mora thanked Mayor Rounds for his leadership this year throughout the pandemic and also highlighted that he leads by example. He thanked Mayor Rounds for his mentorship and expressed his gratitude at being to serve alongside him. Lastly, he wished everyone in attendance a Happy Thanksgiving.

Mayor Rounds opened the Public Comments again and the following people spoke:

Francella Aguilar, Dora Sandoval, Police Chief Aviv Bar, and Jay Sarno.

Mayor Rounds thanked everyone for their kind words. He stated that it has been a pleasure to serve the City for the past 22 years. He highlighted the several projects that he and other Councilmembers worked hard to accomplish throughout the years. He stated that all of his decisions were made for the City its residents. He thanked his family for their support and congratulated Jay Sarno on his reelection. He expressed his gratitude to the City Manager, City Attorney, Department Heads, and City staff for providing great services to its residents. He also thanked all the Chamber of Commerce members for their generosity and wished everyone in attendance a Happy Thanksgiving.

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

Mayor Rounds recessed the meeting at 7:20 p.m.

Mayor Rounds reconvened the meeting at 8:23 p.m.

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

16. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:24 p.m.

Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

December 10, 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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11C

December 10, 2020

CONSENT AGENDA

Resolution No. 9698 – Acknowledge Receipt of a Fire-Rescue Report Regarding the Annual Inspection of Certain Properties.

RECOMMENDATION:

- Acknowledge Receipt of Department of Fire-Rescue Report Regarding the Annual Inspection of Certain Properties; and
- Adopt Resolution No. 9698.

BACKGROUND

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

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

Definitions of key terms:

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

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

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

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

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



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

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

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

In order to meet this mandate, the Fire Suppression division assigns annual inspections to Fire Prevention Division staff and to Fire Companies. Inspections are logged into the Department's records management system. In 2020, all R1, R2, R2.1, R4, and E occupancies were inspected, achieving 100% compliance with the State Fire Marshal mandate.

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

Raymond R. Cruz
City Manager

Attachment(s):

Draft Resolution No. 9698

RESOLUTION NO. 9698

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs that said City Council expressly acknowledges the receipt of the report of compliance of the Santa Fe

Springs Department of Fire-Rescue with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Santa Fe Springs, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Santa Fe Springs, there lie eight (8) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2020, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of eight (8) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Santa Fe Springs, there lie thirty-nine (39) Group R (and their associated sub-categories) occupancies of this nature.

APPROVED:
ITEM NO.:

During calendar year 2020, the Santa Fe Springs Department of Fire-Rescue completed the annual inspection of thirty-nine (39) Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

APPROVED and ADOPTED this 10th day of December, 2020 by the following vote:

AYES :

NOES :

ABSENT :

ABSTAIN :

Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

December 10, 2020

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9701:

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

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council previously adopted Resolution Nos. 9672 and 9684 reaffirming the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. On November 19, 2020, the Director of the California Department of Public Health issued a Limited Stay At Home Order due to the recent, unprecedented rate of rise in increase in COVID-19 cases across California. On November 28, 2020, the Health Officer of the Los Angeles Department of Public Health issued a Temporary Targeted Safer At Home Order for Control of COVID-19: Tier 1 Substantial Surge Response as a response to the recent substantial rise of COVID-19 cases, hospitalizations, and deaths.

There is currently no vaccine for COVID-19 generally available to the public, and as of November 30, 2020, the Los Angeles Department of Public Health reported 388,483 cases of COVID-19 in Los Angeles County, including 7,293 deaths, with 853 cases reported in Santa Fe Springs. COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist. Therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).



City of Santa Fe Springs

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Raymond R. Cruz
City Manager

Attachment:
Resolution No. 9701

RESOLUTION NO. 9701

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

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

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

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

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

WHEREAS, the City Council previously adopted Resolution Nos. 9672, 9684, and 9696 reaffirming the existence of a local emergency due to the threat of COVID-19; and

WHEREAS, Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, on November 19, 2020, the Director of the California Department of Public Health issued a Limited Stay At Home Order due to the recent, unprecedented rate of rise in increase in COVID-19 cases across California; and

WHEREAS, on November 28, 2020, the Health Officer of the Los Angeles Department of Public Health issued a Temporary Targeted Safer At Home Order for Control of COVID-19: Tier 1 Substantial Surge Response as a response to the recent substantial rise of COVID-19 cases, hospitalizations, and deaths; and

WHEREAS, there is currently no vaccine for COVID-19 generally available to the public, and as of November 30, 2020, the Los Angeles Department of Public Health reported 388,483 cases of COVID-19 in Los Angeles County, including 7,293 deaths, with

853 cases reported in Santa Fe Springs; and

WHEREAS, COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

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

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

APPROVED and ADOPTED this 10th day of December, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council

ITEM NO. 12

December 10, 2020

NEW BUSINESS

Consideration of an Ordinance of the City Council Amending Santa Fe Springs Municipal Code Section 30.15 to Move Regular City Council Meetings from Second and Fourth Thursdays to First and Third Tuesdays

RECOMMENDATION

- Introduce by title only and waive further reading of Ordinance No. 1115

BACKGROUND

Chapter 30, Section 30.15 of the City's Municipal Code is currently written as having the City Council Meetings every second and fourth Thursday of each calendar month, beginning at 6:00 p.m. Since the following day of each meeting falls on a three-day weekend or the last day of the week, staff is less able to immediately follow-up on Council action items that are taken at the night of the Council Meeting. These delays therefore make staff less efficient in meeting the needs of the City Council. After discussion with staff, we are recommending to amend Section 30.15 to reflect City Council Meetings to be held every first and third Tuesday of every month at 6:00 p.m.

If the ordinance is passed, the earliest meeting reflecting the changed date of the City Council Meetings will be the first Tuesday of February, 2020. The start time will remain the same which will be 6:00 p.m.

LEGAL REVIEW

The City Attorney has prepared the proposed Ordinance.

FISCAL IMPACT

None

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

Raymond R. Cruz
City Manager

Attachment(s):

Ordinance No. 1115

ORDINANCE NO. 1115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 30.15 OF CHAPTER 30 OF TITLE III OF THE SANTA FE SPRINGS MUNICIPAL CODE TO MOVE REGULAR CITY COUNCIL MEETINGS FROM SECOND AND FOURTH THURSDAYS TO FIRST AND THIRD TUESDAYS

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

SECTION 1. Section 30.15 of Chapter 30 of Title III of the Santa Fe Springs Municipal Code is hereby deleted in its entirety and replaced with the following:

§ 30.15 TIME AND PLACE; MEETINGS TO BE PUBLIC.

(A) The regular meetings of the City Council shall be held in the Council Chamber on the first and third Tuesdays of each calendar month, beginning at the hour of 6:00 p.m. In the event that any of such Tuesday shall fall on a holiday, the regular meeting for that day shall be held on Thursday of that same week in the Council Chamber.

(B) All meetings of the City Council shall be public.

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

PASSED and ADOPTED this ___ day of _____ 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

December 10, 2020

NEW BUSINESS

Adopt Salary Schedule Modifications to Comply with Minimum Wage Requirements

RECOMMENDATION

- Adopt the salary schedule changes outlined below and attached to be effective with the pay period starting December 20, 2020.

BACKGROUND

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

Minimum Wage

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

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

In compliance with SB 3, the City has approved an updated salary schedule each year to reflect the new minimum wage. At this point time, staff is recommending adjusting the hourly rates which are below \$14.00/hour up to \$14.00/hour. The last couple of rounds of minimum wage increases have resulted in a compaction of hourly rates between a number of job classifications. During the upcoming budget cycle, and in preparation for future minimum wage increases, staff anticipates proposing a modified rate structure that will address the compaction issues with other hourly rated and full-time positions. Staff will work with the City Council Budget Sub-committees to review more comprehensive changes to the hourly rated positions.

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



City of Santa Fe Springs

City Council Meeting

December 10, 2020

FISCAL IMPACT

The budgetary impact of the minimum wage increase was accounted for during the development of the Fiscal Year (FY) 2020-21 budget and no adjustment is required.

Raymond R. Cruz
City Manager

Attachment:

1. Salary Schedule Detail for Affected Positions

PROPOSED SALARY SCHEDULE MODIFICATIONS

CLASS	POSITION(S)	CURRENT HOURLY RATES							PROPOSED HOURLY RATES						
		STEP							STEP						
		A-1	B-2	C-3	D-4	E-5	X-24	V-22	A-1	B-2	C-3	D-4	E-5	X-24	V-22
MINIMUM WAGE ADJUSTMENTS															
530	COMMUNITY SERVICES LEAD I B	13.000	13.353	14.020	14.720	15.457			14.000	14.297	14.594	15.331	16.094		
730	COMMUNITY SERVICES LEAD II	13.508	14.183	14.883	15.641	16.411			14.000	14.676	15.397	16.174	16.979		
731	FINANCE OFFICE AIDE WAREHOUSE ASSISTANT	13.982	14.676	15.397	16.174	16.979			14.000	14.676	15.397	16.174	16.979		
743	PUBLIC WORKS AIDE II	13.000	13.567	14.313	15.097	15.928			14.000	14.676	15.397	16.174	16.979		
744	LIBRARY SERVICES AIDE COMMUNITY SERVICE LEADER I PUBLIC WORKS AIDE OFFICE AIDE AQUATICS AIDE	13.000	13.353	14.020	14.720	15.457			14.000	14.297	14.594	15.331	16.094		
798	RECREATION INSTRUCTOR						13.000	13.320						14.000	14.350



City of Santa Fe Springs

City Council Meeting

December 10, 2020

NEW BUSINESS

Authorize the Purchase of Banquet Chairs from Mity-Lite, Inc by Piggybacking off of CMAS Cooperative Contract No. 4-17-71-0111B; and Declare the Old Banquet Chairs Surplus

RECOMMENDATION

- Authorize the purchase of banquet chairs from Mity-Lite, Inc. by piggybacking off of CMAS cooperative contract No.4-17-71-0111B and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$38,795.79 for this transaction and;
- Declare the old banquet chairs surplus and authorize their disposal at public auction.

BACKGROUND

The high volume of facility reservations and age of the banquet chairs at Town Center Hall, have necessitated the need for replacement. These chairs were purchased in the mid 2000's and are in deteriorating condition. This purchase includes chair carts for transport and storage of the chairs.

These chairs are available on a State of California CMAS contract, No. 4-17-71-0111B, effective through April 30, 2021 from Mity-Lite, Inc.

Once the new chairs have been received the old chairs will be disposed of by way of public auction.

FISCAL IMPACT

The City Council approved \$45,000 in the Fiscal Year 2020-21 budget for replacement of banquet chairs at Town Center Hall. In addition to this purchase, staff will place small orders of storage and cleaning supplies utilized in the continued maintenance of the chairs. The City will realize a savings of at least \$5,000 from the budgeted amount.

Raymond R. Cruz
City Manager

Attachment(s)

- 1) Vendor Quote
- 2) Contract Document

Report Submitted By:
Paul Martinez
Finance Department

Date of Report: December 4, 2020

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE®

holsag®

BERTOLINI™

XpressPort™

Sales Quote Number: SQ10604-5

Mity Customer Number: C954650

Page: 1 Of 1

All orders require a 50% down payment before they can be processed.

Bill

To: CITY OF SANTA FE SPRINGS/PUR

Paul Martinez
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670-3658
United States

Sell

To: CITY OF SANTA FE SPRINGS TOWN
CENTER HALL
Gus Hernandez
11740 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670
United States

Ship

To: CITY OF SANTA FE SPRINGS TOWN

Gus Hernandez
11740 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670
United States

Ship Via	Quote Expires	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	12/25/2020	Net 30 Days	John King

Item No.	Description	UOM	QTY	Unit Price	Total Price
CRT5WCHHTBLK2	COMFORT SEATING CART-5 WHEEL, BLACK; HOLDS 8G2 OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS	Each	4	\$240.30	\$961.20
	COMFORT SEATING CART-5 WHEEL, BLACK; HOLDS 8 G2 OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS				
	Freight - YRC Kuebix Standard		1	\$1,670.00	\$1,670.00
	CMAS contract #4-17-71-0111B				
ELCR0K010010580W50	ELITE CROWN CHAIR - HYBRID	Each	320	\$101.99	\$32,636.80
	Finish: Cocoa				
	Back: Fixed				
	Seam Style: Waterfall				
	Ganging: Retractable				
	Tube Profile: Smooth				
	Chair Upholstery:				
	• Castillo - Quarry, I-Clean				

Subtotal \$35,268.00

Sales Tax \$3,527.79

THANK YOU FOR CHOOSING MITY!

Quote Total **\$38,795.79**

Signature:

Date:

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**

*** All orders are subject to 50% prepayment terms. Lead time is measured from receipt of prepayment.**

*** Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

*** Mity, Inc. charges a 3% processing fee for all credit card payments.**



MityLite Inc. P.O. BOX 679303, Dallas, TX, 75267-9303 US | PHONE 801-224-0589 FAX 801-224-6191

March 10, 2017

Brandon Ross
Mity-Lite, Inc.
1301 West 400 North
Orem, UT 84057

Subject: Mity-Lite, Inc. California Multiple Award Schedule (CMAS)

CMAS Contract No.: 4-17-71-0111B
CMAS Contract Term: March 10, 2017 through April 30, 2021
Base GSA Schedule No.: GS-03F-041DA

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2017 (JAN-MAR)
DUE BY APR 15, 2017.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.



JANNA WELK, Program Analyst
California Multiple Award Schedules Unit

State of California

MULTIPLE AWARD SCHEDULE

Mity-Lite, Inc.

CONTRACT NUMBER:	4-17-71-0111B
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	3/10/2017 through 4/30/2021
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-041DA
BASE SCHEDULE HOLDER:	Mity-Lite, Inc.

This contract provides for the purchase and warranty of furniture products.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf. A copy of the approved exemption must be kept with the purchase order for audit purposes.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **3/10/2017****JANNA WELK, Program Analyst, California Multiple Award Schedules Unit**



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

December 10, 2020

NEW BUSINESS

On-Call Professional Engineering Services-Authorization to Advertise Request for Proposals

RECOMMENDATION

- Authorize the City Engineer to Advertise a Request for Proposals to provide On-Call Professional Engineering Services.

BACKGROUND

The intent of the On-Call Professional Engineering Services contract is for the design of Capital Improvement Projects, supplement project management and increase the capacity of the City's Public Works Department.

Staff is requesting City Council authorization to advertise a Request for Proposals (RFP) to provide Engineering services on an as-needed basis. The proposed term for the Professional Services Agreement will be four (4) years.

The RFP is intended for multiple consultants to submit proposals providing a broad range of professional Engineering services in support of the Public Works/Engineering Division staff. These services include, but are not limited to, design engineering, surveying, and administration of street, water, storm drain and sewer projects, plan check of development projects, architectural and landscape design, structural engineering for existing or proposed structures, construction management and inspection of capital improvement and public works maintenance projects, and general staff augmentation for contract administration and management activities.

FISCAL IMPACT

Funding for On-Call Professional Engineering services is included in the approved Public Works Department budget, CIP Funds, Bond Funds, Water CIP Funds, and state and local funding for transportation improvement projects.

INFRASTRUCTURE IMPACT

On-Call Professional Engineering services will augment Public Works/Engineering Division Staff by assisting with project engineering, architectural and landscape design, construction management and inspection, and project management and administration required to implement the approved Capital Improvement Plan List.

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

Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: On-Call Professional Engineering Services Request for Proposal

Report Submitted By:

Noe Negrete

Director of Public Works

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

Date of Report: December 4, 2020

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL PROFESSIONAL ENGINEERING SERVICES



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

**Robert A. Garcia, CIP Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 868-0511, Extension 7545**

REQUEST FOR PROPOSALS
ON-CALL PROFESSIONAL ENGINEERING SERVICES

The City of Santa Fe Springs (AGENCY) is requesting Request for Proposals (RFP) from qualified Engineering firms (Consultant) to provide On-Call Professional Engineering Services for various disciplines including civil engineering, structural engineering, mechanical engineering, water engineering, (hydraulic and water process engineering), electrical and controls engineering, architectural design, landscape design, traffic engineering, surveying and mapping Services. A single consultant is not expected to be able to provide all the services and disciplines previously mentioned. Firms interested in one or more services are encouraged to submit a proposal.

Consultant will provide a broad range of professional engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote for each specific project.

It is the intent of the AGENCY to enter into a Professional Services Agreement with the Consultant for these services. The term of the Professional Services Agreement will be four (4) years.

The AGENCY invites RFP from professional Engineering firms and will receive such RFP 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, January 26, 2021.**

Interested proposers must submit four (4) copies of their Proposal labeled **“REQUEST FOR PROPOSALS TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING 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. No pre-submittal meeting has been scheduled for this project. Electronic submittals will be accepted.

The AGENCY reserves the right to reject any or all RFP, to waive any irregularity in any RFP received, and to be the sole judge of the merits of the RFP received, and to take all RFP under advisement for a period of 60 days. The AGENCY will enter into a Professional Services Agreement with Consultant whose RFP best meet the requirements of the Scope of Work as determined by the AGENCY. The RFP submitted by the selected Consultant shall be incorporated as part of the respective Professional Services Agreement.

All questions regarding this Request for Proposals must be directed to Robert Garcia, CIP Manger at (562) 868-0511, ext. 7545.

INSTRUCTIONS
REQUEST FOR PROPOSALS

1. PROPOSED SCHEDULE

<u>DESCRIPTION</u>	<u>DATE/TIME</u>
Request for RFP Released	Monday, December 14, 2020
Deadline to Submit Questions	Tuesday, January 19, 2021 – 3:00 p.m.
Deadline to Receive RFP	Tuesday, January 26, 2021 – 3:00 p.m.

The AGENCY reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this project.

3. SUBMISSION OF RFP

To be considered, the RFP must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Tuesday, January 26, 2021.

Consultants must submit four (4) copies of their Proposal labeled:

“REQUEST FOR PROPOSALS FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES” to:

Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3658

RFP and amendments to RFP, received after the date and time specified above will not be accepted and will be returned to the Consultant unopened.

4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION

From time to time, the AGENCY may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting an RFP, Consultant is deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the AGENCY 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 AGENCY 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. Consultants will be required to document in the RFP that they are aware of all addenda issued, if any, by the AGENCY.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

a. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Robert Garcia, who can be reached at (562) 868-0511, ext. 7545 or by email at robertgarcia@santafesprings.org.

b. Clarifications of the RFP

Consultants are encouraged to promptly notify Mr. Garcia of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY 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 clarifying the matter will be issued.

c. Submitting Requests

All questions must be submitted to the AGENCY by 3:00 p.m. on Tuesday January 19, 2021. The AGENCY 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 AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 3:00 p.m. on Tuesday January 19, 2021 will not be responded to.

d. Agency Responses

The AGENCY, 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 September 8, 2020.

7. COST OF RFP PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The AGENCY shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Consultant who elects to submit an RFP in response to this RFP or by any Consultant that is selected for Professional Services Agreement. Pre-Agreement expenses are defined as expenses incurred by Consultants in:

- Preparing an RFP and related information in response to this RFP;
- Submitting an RFP to the AGENCY;
- Negotiations with the AGENCY on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or

- Any and all other expenses incurred by a Consultant prior to the date of award, if any, of a Professional Services Agreement

The AGENCY 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 Consultant.

8. **CONFLICT OF INTEREST**

By responding to this RFP, each Consultant represents to the best of its knowledge that:

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Consultants, 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 AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

9. **KEY PERSONNEL**

It is imperative that key personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful completion of the Scope of Work. The Consultant must identify all proposed key personnel in its Proposal.

The AGENCY reserves the right to approve all key personnel individually for any and all projects authorized by the AGENCY as a result of this solicitation. After a Professional Services Agreement has been executed, Consultant may not replace any key staff without written approval from the AGENCY. The AGENCY must approve replacement staff before a substitute person is assigned to a project. The AGENCY reserves the right to require the Consultant to replace a staff person assigned to the contract should the AGENCY consider replacement to be for the good of the project. Replacement staff will be subject to the AGENCY's approval prior to assignment by Consultant.

10. **BASIS FOR AWARD OF CONTRACT**

The AGENCY intends to select the Consultant on the basis of demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, a Professional Services Agreement will be awarded to the Consultant whose RFP best meet the requirements of the Scope of Work as determined by the AGENCY. The RFP submitted by Consultant shall be incorporated as part of the respective Professional Services Agreement. City reserves the right to select more than one firm to

provide On-call Professional Engineering Services. The City anticipates awarding multiple consultants an award of contract.

11. TERM OF AGREEMENT

It is the AGENCY's intent to enter into a Professional Services Agreement with the selected Consultant for a four (4) year term.

The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. For each approved project quote, the consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked. Compensation will be based on the Schedule of Hourly rates.

12. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) 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 team qualifications, etc. is discouraged.

Consultants 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 Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Consultant is obligated by all addenda to this RFP.

- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- 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 Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant 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 Consultant'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 Consultant's ability to provide on-call engineering and professional consulting services.
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing

This section should identify key personnel to be assigned and their qualifications and experience. The Proposal should include brief resumes, not more than two (2) pages for each individual.

A statement that key personnel will be available to the extent proposed for the duration of the Professional Services Agreement and an acknowledgement that no person assigned to a project shall be removed or replaced without the prior written concurrence of the AGENCY.

D. Consultants and/or Sub-consultants

The AGENCY desires to enter into a Professional Services Agreement with a Consultant that will be responsible for all work, products, and services. There is to be no assignment of any aspect of assigned projects without the prior written authorization of the AGENCY. If the Consultant plans on using subcontractors, then company profile, name, address, and telephone for all subcontractors providing support during the term of the Professional Service Agreement is required. Define the responsibilities and give a description of services to be provided by subcontractors. Describe the Consultant's business and reporting

relationship with any subcontractors. Include references and resumes for all third party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

E. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Work and demonstrates that Consultant understands the Scope of Work. More specifically, the RFP should include the Consultant's general approach for providing the services specified in the Scope of Work. The work approach shall be of sufficient detail to demonstrate Consultant's ability to accomplish the on-call Engineering services requests by AGENCY.

F. Client References

List the three (3) most recent similar clients (including name, address, contact person, and phone number). For each client provide a description of projects completed and their location. The AGENCY is most interested in California municipality clients and may randomly select agencies to contact from the list as part of the evaluation process.

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 Consultant that are submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

H. Schedule of Hourly Rates

The RFP shall include a Schedule of Hourly Rates that identifies the job titles of all personnel to be assigned to the AGENCY projects. Hourly rates will reflect all costs for office overhead, including direct and indirect costs. The Schedule of Hourly Rates shall remain fixed for the term of the Professional Services Agreement.

13. RFP EVALUATION PROCESS AND CRITERIA

1. GENERAL

The RFP will be evaluated based on the information and qualifications presented, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any Consultant may be requested at any point in the evaluation process. Pricing (hourly rates) will be an important criterion; however, the AGENCY reserves the right to select a firm that presents the best qualifications, but not necessarily the lowest price.

2. EVALUATION CRITERIA

1. Completeness of RFP.
2. Consultant and key personnel's experience in performing similar work.

3. Consultant and key personnel's record in accomplishing work assignment for projects.
4. Consultant's demonstrated understanding of the Scope of Work.
5. Quality of work previously performed by the firm as verified by reference checks.
6. Relevant project experience.
7. Schedule of Hourly Rates.

C. EVALUATION PROCESS

After evaluating all RFP received, the AGENCY will rank the firms and the most qualified firms will be invited to an interview if necessary with the AGENCY evaluation committee.

D. INTERVIEW

For the interview if necessary, the Consultant should have available the project manager and key personnel to discuss the following:

1. Major elements of the RFP
2. Description of related experience for Consultant
3. Description of related experience for key personnel

E. FINAL SELECTION

The final selection will be the Consultant which, as determined by the AGENCY, is the most responsive and responsible, meets the AGENCY's requirements in providing On-Call Engineering Services, and is in the AGENCY's best interest. The AGENCY maintains the sole and exclusive right to evaluate the merits of the RFP received.

14. EXCEPTIONS OR ADDITIONS

The RFP 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.

15. INSURANCE REQUIREMENTS

Prior to executing a Professional Services Agreement, the Consultant will be required to submit to the City the required insurance certificates.

The Consultant shall indemnify and hold AGENCY 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 Consultant, or of anyone acting under Consultant's direction or control or on its behalf, in connection

with, or incident to, or arising out of the performance of the Professional Services Agreement.

The Consultant 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 Consultant:

- 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.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

16. RIGHTS OF THE AGENCY

The AGENCY 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 Work; to modify the AGENCY's obligations or selection criteria; or take other actions needed to meet the AGENCY's goals. In addition, the AGENCY reserves the following rights:

- The right to accept or reject any and all RFP, or any item or part thereof, or to waive any informalities or irregularities in any RFP.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to request or obtain additional information about any and all RFP.
- The right to conduct a back-ground checks of any Consultant. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Consultant.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of an RFP.
- 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.
- The right to disqualify any Consultant on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the AGENCY.

- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any Consultant and to negotiate with other Consultants who are deemed qualified.
- Although cost is an important factor in deciding which Consultant will be selected, it is only one of the criteria used to evaluate RFP. The AGENCY reserves the absolute right, in its sole discretion, to award a Professional Services Agreement, if any, which under all the circumstances will best serve the public interest.
- The AGENCY reserves the right to reject any or all RFP or to make no award at all, to determine whether any alternate RFP are equal to the specifications and general requirements, and to accept RFP with minor variations from the RFP and/or conditions. The AGENCY reserves the right to negotiate for a higher level, lower level or additional Scope of Work.

This RFP is not a contract or commitment of any kind by the AGENCY. This RFP does not commit the AGENCY to enter into negotiations with any Consultant and the AGENCY makes no representations that any Professional Services Agreement will be awarded to any Consultant that responds to this RFP. RFP received by the AGENCY are public information and will be made available to any person upon request after the AGENCY has completed the RFP evaluation process. Submitted RFP are not to be copyrighted.

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, 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.

Waiver of RFP

RFP may be withdrawn by submitting written notice to the AGENCY's Contact Person at any time prior to the submittal deadline. Upon submission, the RFP and all collateral material shall become the property of the AGENCY.

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Consultant 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 Consultant 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 RFP 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 AGENCY to keep all submittals confidential until such time as negotiations are successfully concluded.

SCOPE OF SERVICES

REQUEST FOR PROPOSALS ON-CALL PROFESSIONAL ENGINEERING SERVICES

Provide a broad range of professional Engineering services in support of and in close coordination with the Public Works/Engineering Division staff. These services will be provided on an as-needed basis through a Request for Quote basis for each specific project.

A. ENGINEERING

Consultant must be well versed in all aspects of design/engineering/surveying and administration including, but not limited to project controls (estimating, cost and schedule), planning, quality assurance/quality control (QA/QC), change control and risk management. Knowledge and understanding of the latest version of American Public Works Association's Green Book, Construction Specification Institute Codes, as well as the standard plans and specifications of Caltrans and the City of Santa Fe Springs.

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

1. Preparation of plan, specification and estimate (PS&E) packages for capital improvement projects (streets, storm drain, sewer and water).
2. Preparation of various studies and supporting documentation including hydrology and hydraulic analysis.
3. Preparation and review of National Pollutant Discharge Elimination System (NPDES) reports, Water Quality Management Plans (WQMP) and Storm Water Pollution Prevention Plans (SWPPP).
4. Construction support.
5. Provide record drawings.

B. STRUCTURAL ENGINEERING

Consultant must be registered in the State of California as a professional Structural Engineer for work requiring a structural engineer's seal.

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

1. Assess structural stability and load bearing capacity of existing structures including areas proposed to be modified or used for additional loads.
2. Provide structural design for new structures or modifications of existing structures.

3. Provide alternative structural layouts or options that can be applied to project requirements.
4. Provide technical memorandum on assessments of structures.
5. Provide complex structural analyses using computer programs for complex projects.
6. Provide technical specification for selection of materials and methods.
7. Provide seismic and wind design review of existing structures.
8. Provide detail design of foundation, floor plan, roofing, and framing for operation, maintenance, and office buildings.
9. Participate in critical review and value engineering of structural design completed by other engineering professionals.
10. Prepare construction cost estimates.
11. Provide structural engineering support during construction of projects.
12. Provide record drawings.
13. Provide plan check services when requested.

C. ENGINEERING STAFF AUGMENTATION

Consultant will provide on-call services to augment Engineering Staff with program management activities related to the AGENCY's Capital Improvement Plan (CIP) and include:

1. Perform Plan Check.
2. Prepare Grant Applications.
3. Prepare City Council reports.
4. Consultant contract management.
5. Issue Public Works Permits (Construction, Excavation and Encroachment)
6. Administration of Public Works contracts including:
 - a. Prepare and process RFP's, addendums and related documents;
 - b. Coordinate vendor solicitations;
 - c. Organize pre-bid conferences;
 - d. Evaluate bids;
 - e. Perform reference checks and prepare recommendations for contract award;
 - f. Organize and participate in project progress meetings, including preparation and distribution of minutes;

- g. Coordinate and schedule required inspections, surveys and geotechnical tests;
 - h. Monitor and update project schedules;
 - i. Obtain all necessary permits;
 - j. Ensure compliance with project standards and specifications, including California Construction law in labor compliance and Disadvantage Business Enterprise (DBE) requirements;
 - k. Track project progress, Requests for Information (RFI), submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;
 - l. Research and prepare final reports to support billings to funding agencies;
 - m. Maintain detailed project files and prepare project status reports;
 - n. Review and process consultant, contractor and vendor invoices for payment.
7. Plan Check Development Plans.
- a. Generate conditions

D. CONSTRUCTION MANAGEMENT AND INSPECTION

Consultant shall provide Resident Engineer and Inspection services on CIP projects, including street and highway improvements, building construction and renovation, park improvements, underground construction (water, sewer and storm drain) projects and public works maintenance projects. Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:

- 1. Full-time inspection of construction activities;
- 2. Prepare daily project documentation (daily report and digital photos);
- 3. Monitor contractor's daily labor force for compliance with state labor laws;
- 4. Inspect traffic control procedures (monitor Traffic Control Plan);
- 5. Conduct progress meetings and prepare meeting minutes;
- 6. Coordinate with agencies and stakeholders;
- 7. Monitor project schedule;
- 8. Verify quantities and assure quality control;
- 9. Monitor construction project site safety;
- 10. Maintain complete and accurate project records, including but not limited to:
 - a. Monthly progress pay reports;
 - b. Extra work reports;
 - c. Contract change orders;

- d. Labor and equipment records;
- e. Correspondence records;
- f. Verify Storm Water Pollution Prevention Plan;
- g. Process submittal of RFIs, weekly statement of working days, change orders and progress payments;
- h. Monitor punch lists and as-builts;
- i. Ensure that materials and completed work comply with plans, specifications and design;
- j. Ensure that maintenance of project records comply with funding agency requirements;
- k. Ensure performance of all safety-related activities;
- l. Implement security procedures as required by the project;
- m. Coordinate survey and material testing;
- n. Process control documents, submittals, RFIs, weekly statement of working days, change orders, progress payments, work change directives, daily construction reports;
- o. Ensure compliance with MS4 Permit - National Pollutant Discharge Elimination System (NPDES) permit program, and Caltrans encroachment permit requirements, if required;
- p. Prepare and process project closeout.

E. PROFESSIONAL ARCHITECTURAL SERVICES

Consultant shall provide a California licensed Architect to provide a full complement of professional architectural services, including but not limited to:

- 1. Evaluating zoning and related statutory requirements for project sites.
- 2. Preliminary design services.
- 3. Preparing preliminary cost estimates.
- 4. Preparing final design services.
- 5. Preparation of plans and specifications for construction bidding.
- 6. Prepare final cost estimate.
- 7. Assist with bidding process.
- 8. Assist with construction management, including responding to RFIs.
- 9. Assist with selection and procurement of furniture, fixtures and equipment as required.

F. LANDSCAPE ARCHITECTURAL DESIGN SERVICES

Consultant shall provide landscape architectural design services, including but not limited to:

1. Landscape and hardscape concept design;
2. Planting and soil preparation specifications;
3. Irrigation design and specifications;
4. Finish grading and surface drainage specifications;
5. Lighting design and fixture selection and location;
6. Cost estimating;
7. Preparation of final plans and specifications for bidding;
8. Construction observation and respond to RFIs.
9. Approve samples of landscaping and related materials.

G. TRAFFIC ENGINEERING

Work shall include but not be limited to performing professional services that apply traffic engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists, vehicular traffic and goods with the objective of providing the AGENCY with comprehensive, as needed traffic engineering services as defined by AGENCY staff. Traffic engineering services may include, but are not limited to:

- Conduct or review traffic engineering, traffic analysis and transportation planning studies or project specific traffic related issue analysis;
- Provide comprehensive analysis of existing and projected traffic conditions, intersection analysis and design, parking lot design, and traffic/transportation data collection services;
- Provide electronic traffic control device studies and design (i.e., signs, signals, pavement markings, school zone flashers and curve warning flashers, electronic speed signs, lighted cross walks);
- Perform pedestrian studies;
- Review subdivision or new development projects involving traffic impact analysis, transportation modeling, area-wide transportation studies and road impact fee analysis;
- Provide Traffic Engineering support to the AGENCY'S Traffic Signal and Street Lighting Maintenance Section for the contract cities served;
- Manage the existing Traffic Collision database. (Traffic collision reports provided by City of Whittier Police Department shall be coded by Traffic Engineer and AGENCY Staff will input report data into collision data base.)

- Oversee monthly invoices for the Traffic Signal and Street Light Maintenance for all contract cities.
- Provide oversight and review of the installation of the future Advanced Traffic Maintenance System and become familiar with the operational characteristics of the system.
- Testify in court on behalf of the AGENCY as to the status of the City Traffic System and actions taken by the AGENCY that may have a bearing on the disposition of claims and lawsuits.

- A. City Traffic Engineer. The successful engineering firm shall provide an experienced registered civil engineer, licensed in the State of California, to act in the capacity of the City Traffic Engineer for the City of Santa Fe Springs, with the approval of the Public Works Director. The individual assigned to this task will be officially designated the City Traffic Engineer by the City Council and will report to the Public Works Director.

As a representative of the AGENCY, the City Traffic Engineer shall be diplomatic, responsive, creative, professional and accountable for his/her interactions with the public, staff, the City Council and other elected officials. The City Traffic Engineer will be the principal contact and responsible party for the contract services described under this scope.

The City Traffic Engineer will be expected to work approximately ten (10) to eighteen (18) hours a week from an office within City Hall. The individual assigned to this task must have a minimum of five years' experience serving as the City Traffic Engineer for a city or county in the State of California. The AGENCY reserves the right to approve all key personnel individually for any and all task orders issued by AGENCY as a result of this solicitation. After an agreement has been executed, the selected consultant may not replace any key staff without written approval from AGENCY. AGENCY must approve replacement staff before a substitute person is assigned to the project. AGENCY reserves the right to require the firm to replace a staff person assigned to the contract should AGENCY consider replacement to be for the good of the AGENCY. Replacement staff will be subject to AGENCY approval prior to assignment to the firm.

- B. Senior/Associate/Assistant Traffic Engineers. At the request of AGENCY the successful traffic engineering firm shall include professional traffic engineers at the Senior and Associate levels who are registered traffic engineers, licensed in the State of California, and at the Assistant level who have, at a minimum, four (4) years of traffic engineering school, passed the Engineer In Training (EIT) exam, and a minimum one year of experience. The Senior, Associate and Assistant civil engineers will perform work under the general supervision of the City Engineer and have knowledge of:

- Principles and practices of traffic engineering, other engineering disciplines and public works construction used in the municipal engineering field;
- Developing, reviewing and modifying traffic engineering plans, designs and specifications;
- Modern methods and techniques used in the design and construction of a wide variety of municipal traffic engineering projects;
- Project management experience in a range of municipal public works projects;
- Modern developments, current literature and sources of information regarding traffic and municipal engineering;
- Applicable local, state and federal laws, codes and regulations relevant to design and construction of municipal facilities;
- Principles of supervision, training and performance evaluation;
- Technical report writing;
- Computer software, including AutoCAD, GIS applications (e.g., ArcGIS), Microsoft Word, Excel, PowerPoint and Outlook software.

- C. Public Works Inspectors. At the request of AGENCY, the successful engineering firm shall include professional inspectors with a minimum of three (3) years of experience in inspecting municipal facilities to identify the need for traffic signal or other traffic equipment maintenance or replacement.

All services will be determined on an as-needed basis at the sole discretion of AGENCY. Consultant will provide specific traffic engineering services to supplement the full-time staff of the City's Public Works Department inclusive of all aspects referenced in this RFP and other related tasks as determined necessary in the capacity of Traffic Engineering Services.

- D. Funding/Grants/Budget

- Assist in the identifying, procuring and preparing of various grant applications;
- Ensure compliance with funding agencies and their requirements, including the Metropolitan Transportation Authority (MTA), Caltrans and federal agencies;
- Assist in the Capital Improvement Program (CIP) project budget preparation as well as analyze SFS's capital needs and prepare short and long-term CIP recommendations.

- Assist in the tracking and accounting of project funds, including revenue sources, expenditures, and project account shortfalls/surpluses.

E. Engineering Design and Construction.

- Design and review traffic engineering plans included but not limited to Traffic Signing and Striping Plans, Traffic Signal Installation and modification plan, Traffic Control Plans, Street Lighting Plans, specifications, design calculations, and cost estimates;
- Review and prepare service requests for traffic control devices and measures such as red curbs, stop signs, loading zones, restrictive parking signs, and others;
- Conduct studies regarding traffic, pedestrian, bicycle, and other traffic related issues;
- Assist staff in the development of traffic and parking policies, standards, regulations, ordinances and resolutions;
- Prepare traffic warrant studies for traffic control devices per the latest edition of the California MUTCD and conduct spot speed studies;
- Prepare the annual update for the Highway Performance Monitoring System (HPMS);
- Assist the Public Works Department in reviewing traffic signal timing plans, traffic striping plans, and construction area traffic control plans;
- Review parking plans for safety and circulation issues, and provide analysis for new and existing development;
- Review the County's Congestion Management Plan (CMP);
- Prepare parking studies, traffic counts, parking counts, and other traffic-related assignments;
- Assist the Police Department with traffic plans for special projects and events, safe traffic routes during special events and other activities;
- Advertise and bid the construction of Capital Improvement Plan (CIP) projects and process contract execution and submittal approvals;
- Perform project and construction management activities for traffic engineering projects;
- Coordinate design and construction activities with AGENCY departments, other agencies, citizens, and regulatory agencies; and
- Assist in consultant contract management where no conflicts of interest exist.

F. Traffic Signal Operations. The AGENCY operates and maintains 50 traffic signals and approximately 3,000 street and intersection lights. The

AGENCY also contracts with the cities of Bellflower (49), Irwindale (24), La Habra Heights (7), Paramount (70) and Pico Rivera (43) to provide signal maintenance for another 193 signals. The AGENCY utilizes ECONOLITE ASC-2 and ASC-3 controllers. The AGENCY in cooperation with Los Angeles County has installed an Econolite CENTRACS Traffic Control System. It connects 47 of the City's 50 intersections to the CENTRACS System by either a fiber optic or wireless connection. The five cities that contract with Santa Fe Springs for signal maintenance are mostly equipped with Type 170 controllers in Type 332 cabinets. Some of the contract cities do have a few Type 90 controllers in their inventory.

- Provide to the AGENCY'S Traffic Signal and Street Lighting Superintendent any information relative to needed changes to signal timing, other technical assistance or standard traffic operation protocol with regard to signal operation. Provide timing sheets for new or modified City traffic signals;
- Interface with Los Angeles County Traffic & Lighting Division for review of new timing plans and any proposed modifications to traffic signals jointly owned by the AGENCY and County and maintained by the County;
- Assist the AGENCY in resolving traffic signal control complaints involving AGENCY, County-maintained or Caltrans-maintained traffic signals, including contacting the appropriate agency and/or the complainant;
- Respond to questions from any of the designated traffic signal maintenance liaisons of Bellflower, Irwindale, La Habra Heights, Paramount and Bellflower about traffic operations or repairs made to their traffic signals;
- Work with Los Angeles County Traffic & Lighting Division if any timing changes are needed along Traffic Signal Synchronization Program (TSSP) routes;
- In conjunction with the AGENCY's Signal and Lighting Supervisor, make recommendations and provide cost estimates for traffic signal equipment upgrades;
- As directed by the City Engineer, investigate and recommend improvements to signal operations including modification of phasing, equipment and/or timing adjustments; and
- Ability to design or review the design of traffic signal plans to be installed in the City or any of the Contract Cities.

G. Development Review.

- Review development proposals and conduct studies as appropriate

to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies and statutes;

- Assist Public Works and Planning and Development staff in the preparation of conditions of approval for proposed development projects;
- Evaluate and provide recommendations regarding the developer proposed mitigation measures for development projects;
- Review, check and make recommendations regarding land use applications within eight (8) working days of receipt; and
- Review plans for construction of traffic control improvements by private developers and as required to oversee construction of improvements and make recommendations regarding acceptance of the improvement.

H. Public Right of Way Maintenance.

- Assist in oversight of work by contractors performing traffic signal maintenance;
- Provide public works inspection or contract management outside of regular working hours;
- Recommend traffic signal and traffic control device repairs;
- Assist AGENCY staff in tactfully responding to citizen complaints and inquiries in accordance with AGENCY policy, as requested, including investigating and resolving complaints related to traffic engineering- related issues, including traffic signal timing;
- Assist in the development of cost estimates;
- Assist in the development and implementation of procedures and safety guidelines; including work processes;
- Investigate claims against the AGENCY and work with staff to gather information;
- Coordinate and prioritize traffic signal and traffic control device maintenance activities with other AGENCY departments, divisions and with outside agencies;
- Log reports and keep records in an organized fashion in accordance with Department filing procedures;
- Report hazardous conditions immediately to the Public Works Director. Respond to emergencies as directed by Public Works staff; and
- Assist in budget preparation and administration, including staff reports, technical memorandums, and Microsoft Excel costs analysis.

I. Administration/Miscellaneous.

- Provide information to AGENCY staff on traffic engineering policies and procedures related to Public Works;
- Prepare staff reports, presentations, memoranda, and other materials and information for use at public meetings;
- Respond to citizen requests, questions, suggestions, complaints and concerns, as requested;
- Assist and implement as-needed emergency work as directed by AGENCY staff;
- Attend meetings and make presentations with staff to City Council members, Advisory Committee members, residents, business and agency representatives;
- Attend and conduct monthly meetings for the Traffic Commission;
- Coordinate with property owners and residents as directed by AGENCY staff;
- Provide traffic engineering support as needed to the City Engineer;
- Prepare CAD exhibits, public outreach material, complex Microsoft Excel spreadsheets, Microsoft Word documents, Microsoft PowerPoint presentations, as directed, for a variety of engineering and public works topics;
- Maintain municipal traffic engineering records and maps at City Hall;
- Provide other traffic engineering support services, as needed;
- Process public records requests within eight (8) business days in coordination with the City Clerk or Deputy City Clerk and other City staff.

H. SURVEYING AND MAPPING SERVICES

Services performed under the Survey category may include, but not limited to boundary surveys, road alignment surveys, topographic surveys for design of city road and structure projects, construction surveys for city roads and structure projects, mapping/CAD services, and GIS mapping surveys. Services may also include preparation of easement documents (dedication, vacation and quitclaim), title record research, centerlines and legal descriptions.

I. WATER ENGINEER

Consultants must be well versed in all aspects of water design/engineering and administration including, but not limited to Project Controls (Estimating, Cost and Schedule), Planning, Quality Assurance/Quality Control (QA/QC), Change Control and Risk Management. The Consultant must have experience with the provision of clean water, disposal of waste water and sewage, and the prevention of flood damage, in addition to the

design of new water main systems, reservoirs, pump stations, water wells and structures that control water resources.

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-Call Engineering Professional Services as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule").

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. The Term of this Agreement shall be four (4) years from the Effective Date.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed

boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

expressly provided in this Agreement.

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

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

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

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

IF TO CONSULTANT:

Tel:
Attn:

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal

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

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

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

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

PERS benefits.

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts,

each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

**CONSULTANT
COMPANY NAME**

Signature, Title

Date: _____

Type or Print Name

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy Tsai, City Attorney

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

December 10, 2020

NEW BUSINESS

Aquatic Center Roof Replacement Project - Authorization to Advertise

RECOMMENDATION

- Approve adding the Aquatic Center Roof Replacement Project to the Capital Improvement Plan;
- Appropriate \$190,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project;
- Approve the Project Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The existing roofing at the Aquatic Center complex has exceeded its service life and requires replacement. As a result of the last rains, the Aquatic Center sustained water damage due to leaks in the roof. The damage to the roof caused the soffit to collapse in July 2020. The soffit has subsequently been fully removed and replaced. In order to preserve the soffit repairs and protect the facility, the roof must be replaced.

The proposed Aquatic Center Roof Replacement Project includes the following three buildings: main building, pump house and snack bar. The scope of work consists of the complete removal of the existing built-up roofing systems (approximately 16,000 square feet) and the installation of an INTEC built up permaglass roofing system with appurtenances including interior ceiling repairs.

The estimated construction cost of the Aquatic Center Roof Replacement project is \$150,000. The total project cost including construction, engineering, inspection and contingency is \$190,000. The estimate for the project is derived from the most current cost of similar types of construction projects in the area. The total project cost breakdown is itemized below:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 150,000
Engineering	\$ 10,000
Inspection	\$ 10,000
Contingency	\$ 20,000
Total Project Cost:	\$ 190,000

The Project Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval of the Specifications. A copy of the Specifications is on file with the City Clerk and is available for public review.

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: December 4, 2020

FISCAL IMPACT

Staff is requesting appropriating \$190,000 from the Utility Users Tax (UUT) Capital Improvement Fund to the Aquatic Center Roof Replacement Project.

INFRASTRUCTURE IMPACT

The Aquatic Center roof will have a new service life requiring minimal corrective maintenance and continual repair.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

December 10, 2020

NEW BUSINESS

Tree Maintenance Services: Authorization to Advertise Request for Proposals

RECOMMENDATION

- Authorize the Director of Public Works to advertise a Request for Proposals to provide Tree Maintenance Services.

BACKGROUND

The City Council awarded a two-year contract for Tree Maintenance Services to West Coast Arborist (WCA) effective April 13, 2017. The contract allowed for an extension of two years at the end of the first term, based on performance and approval by the City Council. On April 13, 2019, City Council awarded the additional two-year extension. The contract will expire on April 13, 2021, and there is no ability to extend the contract further.

Therefore, City staff has prepared a Request for Proposals for Tree Maintenance Services (see Attachment No. 1) that provides for the City to award a contract to a contractor that meets the City's Tree maintenance requirements based on their qualifications and experience in performing similar work. The contractor's proposed fee will be an important criterion. However, the City reserves the right to select a contractor that presents the best qualifications and not necessarily the lowest annual fee.

Staff is requesting City Council authorization to advertise a Request for Proposals to provide Tree Maintenance services on an as-needed basis. The proposed term for the Agreement will be four (4) years, with one (1) additional year extension based on performance and approval by City Council.

FISCAL IMPACT

Proposed funding for On-Call Tree Maintenance Service is included in the Department of Public Works Operation and Maintenance budget.

INFRASTRUCTURE IMPACT

The City's tree maintenance program provides for the general upkeep of the existing approximately 7,000 trees and allows for tree replacement of damaged, dead and diseased trees.

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

Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Request for Proposal

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: December 4, 2020

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

TREE 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**

January 21, 2021

REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

The City of Santa Fe Springs (“City”) is requesting proposals from qualified tree maintenance contractors for a period of up to four (4) years. The Contractor’s services will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements and as described in the Scope of Services section of this RFP.

The City of Santa Fe Springs 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 Thursday, January 21, 2021.**

Interested proposers must submit six (6) copies of their proposal labeled **“PROPOSAL FOR TREE 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. No pre-submittal meeting has been scheduled for this project.

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 it receives, and to take all Proposals under advisement for 45 days. The award, if made, will be made to the Contractor whose Proposal best meets the technical 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 at (562) 868-0511, extension 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	12/16/2020
Deadline to Submit Questions	01/14/2021 by 5:00 pm
Deadline to Receive Proposals	01/21/2021 by 3:00 pm
Contract Award	02/27/2021
Notice to Proceed	04/15/2021

The City reserves the right to modify any element of the timeline should that become necessary.

2. **PRE-SUBMITTAL MEETING**

No Pre-Submittal Meeting has been scheduled for this project.

3. **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 Thursday, January 21, 2021. Contractors must submit six (6) copies of their Proposal labeled **“PROPOSAL FOR TREE 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.

4. **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.**

5. **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.

6. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. 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 clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the City by 5:00 p.m. on Thursday, January 14, 2021. 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 5:00 p.m. on Thursday, January 14, 2021 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 Monday, January 18, 2021.**

7. **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.

8. 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.

9. KEY 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.

10. 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.

11. TERM OF AGREEMENT

The term of the Tree Maintenance Services Agreement with the selected Contractor is four (4) years, effective the date of executing the Agreement. The City reserves the right to extend the original term by one (1) additional one (1) year term based on performance and City Council approval.

The City will compensate the Contractor for actual hours worked by assigned personnel on a monthly basis. 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.

12. 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 thirty (30) 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 team qualifications, 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 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or 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 forty five (45) 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 Tree 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 tree 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. Bid Schedule

Contractors must complete and include as part of the proposal, the attached Bid Schedule, including the Additional Prices Bid Form.

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.

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.

13. 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.
- Contractor's capability to perform the work based on staffing and equipment.
- Contractor's demonstrated understanding of the scope of work.
- Quality of work previously performed by the Contractor as verified by reference checks.
- Bid Schedule and Additional Services Bid Price Form.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City will rank the firms and a maximum of three (3) most qualified firms will be invited to an interview with the City Evaluation Committee, if necessary as deemed by the City.

D. 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.

E. 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.

14. 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 Contractor's submittal is contingent and which shall take precedence over this RFP.

15. 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 \$5,000,000 per occurrence, \$10,000,000 General Aggregate, for Bodily Injury, Personal Injury and Property Injury.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

16. 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.

17. 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.

Submitted By: _____

PROPOSAL
FOR
TREE MAINTENANCE SERVICES
IN THE CITY OF SANTA FE SPRINGS

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Proposal, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Tree Maintenance Services set forth in the Request for Proposal and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Proposal, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter into an Agreement with the City of Santa Fe Springs at the price(s) set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the price(s) bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

Dated this _____ day of _____, 2021.

BIDDERS INFORMATION:

Signature

Name (Please Print or Type)

Title

Firm Name

Firm Address

()

Firm Business Phone No.

E-mail Address

BID SCHEDULE**TREE MAINTENANCE SERVICES****IN THE CITY OF SANTA FE SPRINGS**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
GRID TREE PRUNING					
1.	Grid Tree Trimming	2,500	EA	\$ _____	\$ _____
GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS					
2.	GPS Tree Inventory and Software	1	LS		\$ _____
SPECIAL REQUEST TREE PRUNING IN DBH					
3.	Extra Small Trees (0"-6")	1	EA	\$ _____	
4.	Small Trees (7"-12")	1	EA	\$ _____	
5.	Medium Trees (13"-24")	1	EA	\$ _____	
6.	Large Trees (25"-30")	1	EA	\$ _____	
7.	Extra Large Trees (>31")	1	EA	\$ _____	
8.	Palm Trees	1	EA	\$ _____	
9.	Pine Trees	1	EA	\$ _____	
SPECIAL REQUEST TREE REMOVAL IN DBH					
10.	Extra Small Trees (0"-6")	1	EA	\$ _____	
11.	Small Trees (7"-12")	1	EA	\$ _____	
12.	Medium Trees (13"-24")	1	EA	\$ _____	
13.	Large Trees (25"-30")	1	EA	\$ _____	
14.	Extra Large Trees (>31")	1	EA	\$ _____	
SPECIAL REQUEST STUMP REMOVAL IN DBH					
15.	Extra Small Trees (0"-6")	1	EA	\$ _____	
16.	Small Trees (7"-12")	1	EA	\$ _____	
17.	Medium Trees (13"-24")	1	EA	\$ _____	
18.	Large Trees (25"-30")	1	EA	\$ _____	
19.	Extra Large Trees (>31")	1	EA	\$ _____	

Submitted By: _____

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM NO.	DESCRIPTION	UNIT	PRICE
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	\$ _____
2.	Labor Rate	HOUR	\$ _____
3.	Crew Rental (3-man crew w/equipment)	HOUR	\$ _____
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	\$ _____
5.	Tree Injection	PER INJECTION	\$ _____
6.	Arborist Services / Tree Inspection	HOUR	\$ _____

***NOTE: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.**

Submitted By: _____

REFERENCES

Please list a minimum of three references for tree maintenance services that Contractor has completed under a contract awarded by the indicated Agency to Contractor within the past thirty-six (36) months. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. Contractor qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Engineer. **A lack of references or unsuitable summary of past performance as reported by references, may be considered by AGENCY as sufficient reason to reject bid(s).**

1. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
2. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
3. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____
4. Agency: _____
Address: _____
Phone No.: _____ Contact: _____
Project: _____ Year Completed _____

NOTE: The Contractor may attach previously prepared reference sheets in lieu of completing this form.

SCOPE OF SERVICES

TREE MAINTENANCE SERVICES

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- **GPS Tree Inventory /Online Maintenance Access***
- **Tree Trimming/Grid Pruning**
- **Special Service Request Pruning**
- **Tree Removal/ Stump Removal**
- **Emergency Services**
- **Arborist Service**
- **Pine Tree/Palm Tree Pruning**

GPS TREE INVENTORY

Within the first 60-days of the contract term, the Contractor shall be required to provide to the City access to a record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree inventory, including the description of each tree by species, height, diameter, work history, and site location. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, and contractor equipment GPS location monitoring. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. Contractor shall provide software support to the City for the entire term of the contract. Provisions of the GPS Tree Inventory System include:

1. Conduct an inventory of the City's trees to be maintained under this Contract by an ISA Certified Arborist including coordinates for all trees in public places. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a GIS program such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other GPS coded programs in the City.
2. Contractor shall have at minimum ten (10) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. Contractor shall have developed a complete and comprehensive computer software program for at least five (5) California cities. The program should have specialized reports designed specifically for the City's needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

3. The tree inventory program must include a mobile application for field use. The application must reflect live data as it exists in the tree inventory program. The functionality of the mobile application must be compatible with Android systems, be usable for precision mobility view as user moves through canopied areas, include multiple layer features including aerial imagery and street names, display tree icons based on precise GPS coordinates, be able to display live work history records, and allow live data updates.
4. Provide not less than two training sessions in the use and manipulation of the street tree database with City staff to include hands-on demonstration.
5. The inventory system described above shall be considered an instrument of service under this Contract, and shall remain the property of the City during the life of and following the termination of this Tree Maintenance Agreement.
6. Contractor shall provide routine software maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. Contractor shall provide complete software support rapidly with experienced staff available to the City during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday.

*Online maintenance is defined as Internet access to Urban Forestry Management Software for GPS tree inventories that include work order tracking, ability to send work requests, including but not limited to, maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

TREE TRIMMING/GRID PRUNING SERVICES

The tree trimming services will be based on the City's grid system. City staff will identify the specific grid area and time frame to perform the work.

SPECIAL SERVICE REQUEST PRUNING

The location of each work area to be serviced will be identified by City staff via a Work Order. Contractor shall report the location of work to City Staff.

TREE REMOVAL/ STUMP REMOVAL

Upon notification by City staff to Contractor of trees to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. Contractor shall remove tree, grind stumps to a depth of eighteen inches (18") and haul all debris.

Stumps shall be cut low enough to the ground where grinding can be done safely. All holes shall be backfilled the same day. The resultant chips from grinding may be used to fill the hole to two inches (2") above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

EMERGENCY SERVICES

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) hour of notification by the City

ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis

PRUNING PALM TREES/ PINE TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by City staff in accordance of the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.

Pine tree pruning shall consist of removing heavy, dead, conflicting, and broken branches ensuring 25% of canopy is trimmed.

Pine trees shall be trimmed on a two year cycle and during the months of October through December (winter months) to prevent excessive sapping.

EMERGENCY INFORMATION

The name, address and telephone numbers of the Contractor 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).

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.

PROJECT COORDINATION AND SUPERVISION

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.

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 all Tree Maintenance 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 services areas as required.

WORKFORCE

Contractor shall pay all workmen 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.

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 wear proper work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

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.

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.

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.

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.

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.

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.

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.
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.

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.

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.

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) hour of notification by the City

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 identified in the Work Order 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 Work Order that the Contractor performed in a defective or incomplete manner

PESTS AND DISEASES

Upon working on any tree known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All material and debris shall be chipped to one inch (1”) or smaller and shall not be left on site or used as mulch off site. Debris shall be handled in a manner consistent with the latest version of all appropriate Best Management

Practices (BMP) which minimizes the chances of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES

Contractor shall have an “in-house” Qualified Applicator apply chemicals in accordance with the recommendations from the “in-house” Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations. Applications will be made by drench, spray, or injection as conditions warrant. City policy encourages the use of the least toxic pesticide required for effective control of a given pest.

Contractor shall submit Pesticide Usage Reports to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Reports will provide all information needed in a format sufficient for all annual reporting, including IPM and NPDES.

MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this Scope of Work with the joint approval of the Contractor and the City administrator. All modifications shall be in writing.

In the event that the City should require additional work beyond this Scope of Services, the Contractor shall provide a competitive quote for the work and the City shall approve the quote in writing prior to commencement of the additional work.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18

December 10, 2020

NEW BUSINESS

Appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

RECOMMENDATION

Appoint a Trustee to the Greater Los Angeles County Vector Control District Board of Trustees to serve as the City's representative for a 2 or a 4-year term commencing on January 1, 2020.

BACKGROUND

The Greater Los Angeles County Vector Control district has notified us that the term of office for the City's current representative on its Board of Trustees will expire on January 1, 2020. The Council will need to appoint a new trustee for a 2- or 4-year term.

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

Raymond R. Cruz
City Manager

Attachments:

None



NEW BUSINESS

Approve an Agreement with Benefit Financial Services Group (BFSG, LLC) for Plan and Investment Advisory Services Pertaining to the 457 Deferred Compensation Plan

RECOMMENDATION

- Authorize the Mayor to execute an agreement with Benefit Financial Services Group (BFSG) for plan and investment advisory services pertaining to the 457 Deferred Compensation Plan.

BACKGROUND

The City of Santa Fe Springs offers full-time employees a 457 Deferred Compensation Plan. The Plan is a voluntary deferral program that is separate and distinct from the CalPERS pension system. Specifically, the establishment of this plan, pursuant to regulation in § 457 of the Internal Revenue Code, provides participants an opportunity to supplement their CalPERS retirement by allowing them to defer a portion of their own current earnings on a pre-tax and/or after tax basis.

Currently, the 457 plan is administered through the Finance & Administrative Services Department and the plan holds approximately \$35 million in plan assets for over 300 participants (active and separated employees). There are four plan providers that the City uses currently: Lincoln Financial Group, Nationwide, CalPERS and ICMA-RC.

Plan Review & Firms

In order to enhance the City's oversight of the plan, staff is undergoing a plan review to ensure full compliance with federal guidelines and to implement best practices in areas that are needed. This includes, creating an internal administrative and investment committee that will have the fiduciary responsibility for the 457 plan; developing an Investment Policy Statement for the 457 plan; analyzing current investment options and improving options, if needed; reviewing, on a quarterly basis, investment performance of all offered options; and, ensuring the plan's cost effectiveness for participants.

There are several independent investment advisory firms that can assist the City and provide these services. As such, five firms were invited to present their firm for consideration to City staff comprised of the City Manager, Finance & Administrative Services Director, Human Resources Manager, Senior Budget Analyst and Human Resources Analyst. The five firms that presented included: BFSG, the Hyas Group, Shuster Financial Group, SageView and Fiduciary Experts. Subsequent to the presentations, City staff evaluated the firms based on the following criteria:



City of Santa Fe Springs

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- Firm Qualifications (10%)
- Experience and qualifications of the Project Manager (10%)
- Plan recommendations (30%)
- Approach to implementing recommendations (30%)
- Pricing (20%)

Based on staff's evaluation and review of references, BFSG was selected as the most qualified firm to provide 457 investment advisory services for the City. BFSG demonstrated strong staffing with a high level of technical knowledge regarding all aspects of the deferred compensation plan along with competitive fees. BFSG also has extensive experience in providing these services to several governmental entities across the state of California.

CITY ATTORNEY REVIEW

The City Attorney has reviewed the agreement with BFSG.

FISCAL IMPACT

There is no City fiscal impact associated with this action. All administrative fees pertaining to the services will be borne by the plan participants. Internal Revenue Code permits administrative reimbursement from plan assets, which will be utilized to offset fiduciary, advisory and participant education costs related to the management of the 457 plan. BFSG's advisory fees will be \$30,000 per year and the annual cost per participant will be approximately \$98 or \$24 per quarter.

Raymond R. Cruz
City Manager

Attachment:

1. Professional Services Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH BENEFIT FINANCIAL SERVICES GROUP**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th day of December, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and Benefit Financial Services Group ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant for plan and investment advisory services of the 457 deferred compensation plan, more particularly described in Exhibit "A"; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Consultant's Proposal"), attached hereto as Exhibit "A."

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay, and Consultant agrees to accept as total payment for its services, a fee of \$7,500 per quarter for an annual total of \$30,000. The Compensation shall include all expenses incurred by Consultant in providing services under this Agreement.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or

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approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until the services required herein are completed.

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared

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

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with

the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

Consultant shall designate a representative for purposes of this Agreement who

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

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

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

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

IF TO CONSULTANT:

Benefit Financial Services Group
2040 Main Street
Suite 720
Irvine, CA 92614

Tel: (949) 955-0131
Attn: Darren Stewart, J.D.
Principal, Sr. Retirement Plan
Consultant

IF TO CITY:

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

Tel: (562) 868-0511
Attn: Ray Cruz

Courtesy copy to:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Finance Director

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

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Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Adviser shall indemnify and defend Sponsor and its directors, officers, employees and affiliates, and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred arising from Adviser's breach of fiduciary duty, willful misconduct, or material breach of this Agreement or applicable law and directly related to only the Services Adviser provides in a discretionary capacity and unrelated to any commissions, transaction fees, 12b-1 fees, shareholder servicing fees, and other forms of revenue sharing paid to the Plan or other third parties. This indemnification shall only apply if Sponsor has taken all steps necessary such that the Plan qualifies for protection under California Government Code 53213.5(b), or that it would have qualified for protection under California Government Code 53213.5(b), had the Adviser offered a "broad range of investment options" to Plan participants.

Adviser shall indemnify and defend Sponsor and its officers, employees, and affiliates, and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred directly and related solely to personalized advice offered to Plan participants during the planning process.

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

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agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Signature

Date: _____

Name, Title

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

Plan Investment Services: Adviser shall assist Sponsor in editing, reviewing, and updating an Investment Policy Statement as warranted. Sponsor retains absolute discretion as to the contents of the Investment Policy Statement. On a discretionary basis and in the capacity similar to that of a 3(38) fiduciary on Plans governed by ERISA, the Adviser shall select the diversified investment options for the Plan from which Plan participants may choose in accordance with the Investment Policy Statement. Adviser shall deliver a detailed Quarterly Investment Review outlining economic and market conditions and evaluating performance of the Plan and the designated investment alternatives. Evaluation shall include quantitative and qualitative factors as pertinent and outlined in the Investment Policy Statement. In its discretion, Adviser shall remove or replace designated investment alternatives. Any actions, and rationale for such actions, taken by Adviser shall be documented and provided to Sponsor prior to implementation. Adviser shall be responsible for ensuring the Plan offers broad range of investment alternatives necessary to meet such requirement of California Government Code 52313.5(b).

Participant Planning: Adviser shall provide basic or comprehensive financial planning and consulting services to the Plan participants, to the extent Plan participants elect to obtain such services from Adviser ("Additional Services"). These additional services will require Plan participants to provide Adviser with additional information as requested by Adviser. Adviser is under no obligations to provide such Additional Services to any Plan participant if such Plan participant does not provide Adviser with the additional information requested. These Additional Services are subject to the terms, conditions, and limitations contained in the enclosed Exhibit "A-1" which Exhibit A-1 must be executed by a Plan participant before these Additional Services are rendered to that Plan participant.

Fiduciary Processes: Adviser shall provide Sponsor with information on fiduciary best practices including the establishment and formalization of a Retirement Plan Committee (the "Committee") to oversee the Plan and implementation of various Committee policies and procedures to reduce or eliminate actual or perceived conflicts of interest. When pertinent, Adviser may provide educational sessions to Committee to provide members with a conceptual understanding of law governing retirement plans as well as specific legislative, judicial, or industry updates. Upon request, Adviser will provide draft meeting minutes to Sponsor to document Plan decisions and assist in developing meeting agendas.

Annual Report: Upon Request, Adviser shall deliver to Sponsor an Annual Report outlining Committee actions taken during the prior year and providing a high-level update on the Plan including demographics and investment performance for delivery to the City Council or other oversight body.

Cost Benchmarking: Adviser will provide Sponsor with periodic benchmarking of certain Plan costs based on information Adviser receives from conducting vendor search and selection processes for Adviser's clients. Upon Request, but not more often than every three (3) years, Adviser will assist in benchmarking Plan administration and recordkeeping costs by distributing an anonymous request for information ("RFI") to a limited number of vendors providing services similar to those offered by the Plan's current vendor. The RFI will provide vendors with general

Plan demographics and seek information about key services and approximate costs. Adviser will provide a summary of the responses for Sponsor's review and, upon request and when pertinent, engage in negotiations with Plan's current vendor to reduce fees or increase services. Sponsor shall retain sole authority, responsibility, and liability associated with entering into an agreement for Plan services.

Vendor Search and Selection: Upon Request, but not more often than every five (5) years, Adviser will assist Sponsor in conducting a request for proposal ("RFP") for Plan administration and recordkeeping services. Adviser will distribute the customized RFP seeking detailed information on proposed services and costs to current and alternative vendors, compile the responses, prepare a summary for review with Sponsor, and if applicable and upon request, assist in coordinating vendor interviews and or engage in contract negotiations.

Participant Education: Upon request, Adviser shall provide Plan participants with up to four (4) days of annual general informational seminars, to include materials which describe the various investment alternatives available under the Plan, information about investing generally, including information about different types of investments, information different investment allocation strategies, including information about historical returns, and interactive materials designed to help participants identify appropriate investment strategy. Adviser may also offer participants one-on-one consultations to answer questions and provide additional education and guidance. Content of participant education, including any materials distributed, shall be educational in nature and not constitute investment advice unless otherwise detailed in these Services.

EXHIBIT A-1

BENEFIT FINANCIAL SERVICES GROUP FINANCIAL PLANNING AND CONSULTING AGREEMENT

In connection with the agreement entered into between Benefit Financial Services Group, an SEC registered investment adviser having a principal mailing address of 2040 Main Street, Suite 720, Irvine, California 92614 (the "PLANNER") and the City of Santa Fe Springs whose mailing address is 11710 Telegraph Rd., Santa Fe Springs, CA 90670 (the "EMPLOYER"), I, <<<EMPLOYEE NAME>>> (the "CLIENT"), as a prerequisite to receiving the services contemplated under the Agreement, acknowledge and agree to the following:

PLANNER agrees to provide basic financial planning and consulting services to CLIENT. Per the terms of the Agreement described above, such services are to be provided only to the extent requested by CLIENT. CLIENT will not incur any separate or additional fee as a result of electing to receive the PLANNER's financial planning and consulting services.

CLIENT acknowledges that recommendations provided by PLANNER are not endorsed or reviewed by EMPLOYER.

PLANNER's financial planning and consulting services shall conclude upon PLANNER's communication of its recommendations to CLIENT. It is expressly understood by CLIENT that these services do not create an ongoing relationship between PLANNER and CLIENT.

PLANNER will remain available to review and update any recommendations provided to CLIENT upon CLIENT's request.

PLANNER's recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed by the PLANNER with CLIENT and may be implemented, at CLIENT's sole discretion, with the corresponding professional advisors (i.e. broker, accountant, attorney, etc.) of CLIENT's choosing. In respect to estate planning matters, PLANNER's role shall be that of a facilitator between CLIENT and CLIENT's corresponding professional advisors. No portion of PLANNER's services should be interpreted as legal or accounting advice. CLIENT should defer to CLIENT's attorney or accountant.

CLIENT agrees to provide information and/or documentation requested by PLANNER as pertains to CLIENT's objectives, needs, and goals. PLANNER shall not be required to verify any information obtained from the CLIENT, CLIENT's attorney, accountant, or other professionals, and is expressly authorized to rely thereon. CLIENT is free at all times to accept or reject any recommendation from PLANNER, and CLIENT acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from PLANNER.

CLIENT is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of PLANNER. CLIENT will retain absolute discretion over all implementation decisions.

PLANNER's financial planning and consulting services do not include investment implementation, supervisory, management, or reporting services, nor the regular reviewing, updating, or monitoring of CLIENT's investment portfolio or financial plan. In the event CLIENT desires that PLANNER provide investment supervisory or management services, CLIENT may request that PLANNER do so under the terms of a separate Investment Advisory Agreement

between PLANNER and the CLIENT, for which services PLANNER shall be paid a separate and additional fee.

PLANNER, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with its services. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which CLIENT may have under any federal or state securities laws, ERISA, or under the rules promulgated by the Employee Benefits Security Administration and/or the Department of Labor. In no event shall PLANNER be responsible to CLIENT for any special, indirect, incidental, exemplary, punitive, or consequential damages in connection with or otherwise arising out of this Agreement.

CLIENT hereby acknowledges prior receipt of a copy of the PLANNER's written Disclosure Statement as set forth on Part 2A of Form ADV and PLANNER's Privacy Notice.

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to PLANNER's services, both PLANNER and CLIENT agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. PLANNER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both PLANNER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial. CLIENT acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to execution.

Agreed to and accepted by:

Name (Printed)

Signature

Date

EXHIBIT B

CERTIFICATES OF INSURANCE



NEW BUSINESS

General Plan Update-Preferred Draft Land Use Plan, Review of Land Use Alternatives for Four Focus Area, and Specific City Staff Recommendations to Revise the Land Use Plan, that will allow for the Preparation of the Draft General Plan and Draft Environmental Impact Report for Public Review

RECOMMENDATIONS

- Confirm Staffs directions, thus far, on the Preferred Draft Land Use Plan for the General Plan; and
- Review the land use alternatives for the four focus areas and provide directions regarding the preferred alternatives; and
- Consider and provide direction on specific City staff recommendations to revise the land use plan, as indicated in attached Figure 1 and Figure 2.

BACKGROUND

On February 13, 2020, the City Council awarded a contract to the consultant firm of MIG to embark on the City's first comprehensive General Plan update since 1993. The General Plan is the City's blueprint, or constitution, for future growth and development. It documents the City's long-range vision and establishes clear goals, objectives, and actions to guide the community through its next 20 years of change. It touches many topic areas, such as where housing can be built, where new commercial businesses are needed, how the road network can better accommodate cyclists and pedestrians, how parks can be improved, and how public safety is addressed in daily activities, including exposure of people to noise and air pollutants.

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

The 2-year-long General Plan update process is underway and community engagement has played a critical role. As a reminder, thus far, MIG and City staff have:

- Created a dedicated General Plan Update website:
<https://reimaginesantafesprings.org/>
Conducted twelve stakeholder interviews
Assembled a General Plan Advisory Group and held four meetings
Conducted a Community Survey
Held two Virtual Community Workshops
Created several social media posts

TASK AT HAND

At the November 12, 2020, Joint City Council and Planning Commission meeting, MIG provided an update on the General Plan, including the draft General Plan vision and land use alternatives. At this meeting, the City Council is being asked to confirm Staffs' direction on the Preferred Draft Land Use Plan for the General Plan update. This is a critical first step, since this Preferred Draft Land Use Plan will be the "project" analyzed in the General Plan Draft Environmental Impact Report (DEIR). The DEIR will study the potential impacts associated with the proposed land use changes identified in the staff report.

The City Council is also being asked to review land use alternatives for four focus area and provide direction to staff regarding the preferred alternative for each. The Council will also consider specific City staff recommendations to revise the Land Use Plan, as indicated in attached Figure 1 and Figure 2. These actions by the City Council are not formal actions to adopt a new Land Use Plan but are recommendations that will allow for the preparation of the draft General Plan and DEIR for public review. Through the public hearing process, additional revisions may be made, with the Council schedule to take final action to adopt the updated General Plan in the Fall of 2021.

The following table identifies the preliminary land use designation changes from the existing General Plan Land Use map.

Land Use Designation Changes

Existing General Plan Designations	New Land Use Designations	New Land Use Designations Description
Single Family Residential	Low Density Residential - 9 units/acre maximum	No changes to allowed uses.
Multiple Family Residential	Medium Density Residential - 9.1 to 25 units/acre	No change to allowed uses; increases residential density from 22 units per acre to 25 units per acre.
	High Density Residential – 25.1 to 40 units/acre	New residential land use category increases the density to 40 dwelling units per acre. In the City, it only applies to existing apartment complexes at that density. It also applies to high density designations within the Sphere of Influence.
Commercial	Commercial	No change to allowed uses and permitted development intensities
	Freeway Commercial	New land use designation to be applied to properties along Interstate 5. This designation emphasizes the following uses: regional commercial, hotels and lodging, entertainment, and commercial destinations.
None	Downtown – 40 units/acre maximum	New mixed-use designation that accommodates both commercial and

		residential uses. This designation emphasizes creating a “Main Street” downtown environment, including pedestrian-friendly development approaches, public gathering spaces, and entertainment, retail, restaurants, office, hotels/lodging, and residential uses.
	Mixed Use – 40 units/acre maximum	New mixed-use designation that accommodates both commercial and residential uses.
	Mixed Use - Transit Oriented Development (TOD) - 60 units/acre maximum	New mixed-use designation that accommodates transit-oriented development, including both commercial and residential uses around existing and planned transit stations.
Industrial	Business Park	No change to allowed uses and development intensities.
	Light Industrial	A new land use designation that aligns with the Zoning Map Light Industrial Zone. The designation has been applied to additional areas adjacent to residential neighborhoods to limit exposure to potentially harmful industrial uses.
	Industrial	No change to allowed uses and development intensities.
Public Facilities	Public Facilities	No change to allowed uses and development intensities.
Open Space	Parks and Open Space	No change to allowed uses and development intensities. Designation adds the word “Parks” to title.
River and Creeks	River and Creeks	No change to allowed uses and development intensities.
Railroad-Right-Way	Railroad-Right-Way	No change to allowed uses and development intensities.

In addition to the above, there are major Citywide land use changes proposed, as explained in the ensuing and as depicted by Figure 2.

A. **Light Industrial.** This new designation has been applied to existing industrial areas adjacent to residential neighborhoods to limit hazardous materials exposure. This also align partially with the existing Zoning Map. Industrial uses that emit high volumes of hazardous material will be prohibited or consider non-conforming uses. Trucking uses and large warehouses will also be limited.

B. **Commercial Corridors.** The existing commercial designation is applied along corridors where existing commercial uses have been previously established. These corridors include portions of Washington Boulevard, Norwalk Boulevard, and Imperial Highway.

C. **Telegraph Road Mixed Use.** This new mixed-use designation applies to properties along Telegraph Road, across the street from City Hall. This land use change allows both commercial and/or office uses with residential development. The designation change is intended to re-invent to the western portion of the Telegraph Road corridor with lively uses, new improvements, and design aesthetics.

D. **Downtown.** This new mixed-use designation applies to properties around Heritage Park, within the Heritage Corporate Center, and fronting the north side of Telegraph Road. This designation emphasizes creating a “Main Street” downtown environment with a pedestrian friendly atmosphere with public gathering spaces. Allowed uses include entertainment, retail, commercial services, restaurants, offices, hotels/lodging, and residential uses. Residential uses are encouraged along Telegraph Road.

E. **CHP Site.** The existing California Highway Patrol (CHP) station is anticipated to close. The Medium Density Residential (25 du/ac) is applied to the property to be consistent with the surrounding residential uses.

F. **Religious Institution Sites.** The Medium Density Residential (25 du/ac) is applied to existing religious institutions to give them flexibility in converting existing parking lots into residential housing projects, per AB 1851. Places of worship can continue to operate.

G. **Bloomfield/Imperial Highway (Metrolink).** This change converts existing industrial and commercial properties at the northeast corner of Bloomfield Avenue and Imperial Highway to Mixed Use Transit Oriented Development (TOD) at 60 dwelling units per acre. This type of development maximizes the amount of residential, business, and leisure space within walking distance of the Norwalk/Santa Fe Springs Metrolink Station. This designation allows multiple family, commercial, and office uses. The PIH medical office and urgent care facility will be an allowed land use under this designation.

H. **Freeway Commercial.** This land use designation applies to existing industrial uses along the I-5 Freeway. The new Freeway Commercial designation takes advantage of the accessibility and visibility of the freeway. This designation emphasizes the following uses: regional commercial, hotels and lodging, vehicle dealerships, entertainment, and commercial destinations.

The General Plan Update is also funded by two grants from the State of California Department of Housing and Community Development. The monies from those grants, in addition to updating the General Plan, will be used to amend the Zoning Ordinance to include new Housing/Mixed-Use (HMU) Overlay; for a Program EIR with project specific HMU Overlay sites; and for the preparation of the 6th Cycle Housing Element.

Pursuant to the 6th Cycle (2021-2029) the City's housing allocation is nine-hundred fifty units (252 Very-Low income, 159 Low income, 152 Moderate income, 387 Above moderate income).

The following is an examination of four focus areas with land use alternatives that includes new HMU and that also attempts to address the 6th Cycle Housing Element allocation. Staffs' recommendation is also provided.

Land Use Alternatives to Consider (see Figure 2)

1. **Washington Boulevard.** This site considers two land use alternatives with each consisting of mixed-use development. Alternative 1 allows for mixed-use development at 40 dwelling units per acre. Alternative 2 allows mixed use at a greater density of 60 dwelling unit per acres. The mixed-use designation will allow both commercial and residential uses. Considerations for these areas include:

- Uses are to complement future Metro Eastside Transit Corridor Phase 2 light rail station (Metro L Line)
- Mixed use: housing with commercial along street frontages at key intersections and major street frontages
- Need to maintain a grocery store and add a small public park
- First/last mile improvements (bicycle and pedestrian improvements)
- Improve aesthetics and pedestrian safety

City staff is recommending Alternative 2.

2. **MC&C Site.** The MC&C site is currently a vacant lot with oil drilling facilities located at the southeast corner of Bloomfield Avenue and Telegraph Road. This focus area consists of three alternatives: Alternative 1: Commercial, Alternative 2: Business Park, and Alternative 3: Mixed Use. The Mixed-Use designation will allow both commercial and residential uses up to 40 dwelling units per acre. Development regulation will ensure that residential uses are protected from existing oil wells and train noise.

City staff is recommending Alternative 3 (Mixed Use).

3. **Koontz Site.** The Koontz site is located at the southwest corner of Florence Avenue and Norwalk Boulevard. Two alternatives are being considered for this focus area. The existing Lakeland Villa mobile home park land use designation will change from Industrial to Medium Density Residential (25 du/ac). For Alternative 1, the properties adjacent to the Little Lake Village Senior Apartments changes from Industrial to Medium Density Residential (25 du/ac). Properties fronting Koontz Avenue and Norwalk Boulevard are designated as commercial. Alternative 2 is similar to Alternative 1 but includes a Business Park designation to properties along Koontz Avenue.

City staff is recommending Alternative 1 (Medium Density Residential).

4. **Former Vons Distribution Site.** The former Vons Distribution Site is located in the southern portion of the City, just south of the I-5 freeway along Bloomfield Avenue. This focus area consists of three land use alternatives:

- **Alternative 1:** The Business Park Campus alternative emphasizes office, research and development uses with complementary commercial uses, including commercial services, restaurants, and hotels. This designation would prohibit heavy industrial uses and logistic warehousing uses.
- **Alternative 2:** The Mixed-Use Village alternative emphasizes commercial and residential uses. Commercial uses include retail, restaurants, commercial services, office, research and development, hotels, and similar uses. Residential uses include both small-lot single family and multiple family residential developments, from 10 to 40 dwelling units per acre. This designation would prohibit heavy industrial uses and logistic warehousing uses.
- **Alternative 3:** The Alternative 3 approach combines the Business Park Campus uses from Alternative 1 along the western portion of the property with industrial uses along the eastern portion of the property. This designation would allow light industrial uses and logistic warehousing uses. Heavy industrial uses will be prohibited. The light industrial uses would align with the southern industrial uses in the City of Norwalk. The business park uses would align residential uses south of Excelsior and west of Bloomfield.

City staff is recommending Alternative 3.

Sphere of Influence

The way in which a city plans its surrounding area can be an important statement of its future intent. It is one means by which city officials can indicate to state and local governments their concerns for the future of surrounding unincorporated lands. Since the general plan is a policy document with a long-term perspective, a city's general plan may logically include adjacent territory which the city ultimately expects to annex or to serve, as well as that which is of particular interest to the city. The city's "sphere of influence" (which is established by the LAFCO) describes its probable physical boundaries and service area and can therefore be used as a benchmark for the minimum extent of the planning area. More specifically, a "Sphere of Influence" (SOI) is defined as a planning boundary outside of an agency's legal boundary (such as the city limit line) that designates the agency's probable future boundary and service area.

Sphere of Influence Land Use Changes

Santa Fe Springs is including General Plan land uses within the City's SOI areas (see Figure 3). These areas are under the jurisdiction of the County of Los Angeles (LA County) and they have authority over new development in these areas. For this General Plan Update, the City is bridging the LA County land uses within their General Plan Land Use Element to the City's Preferred Draft Land Use designations. No significant deviations from the LA County land uses are planned. In the event of a future annexation within a SOI area, the City will have the General Plan land use designations in place. Together, the City of Santa Fe Springs and the SOI areas is called the Planning Area. Per State law, the City is required to analyze the Planning Area in the General Plan Environmental Impact Report.

Re-Imagine Santa Fe Springs 2040 General Plan

The City of Santa Fe Springs was incorporated in 1957 and is sixty-three years old. Significant changes have occurred from 1957 to now. Now, *Re-Imagine* Santa Fe Springs twenty years from now! *Re-Imagine* Santa Fe Springs as the City embarks upon an update to the General Plan, which will outline a new long-term vision for the community that reflects current conditions, future goals and priorities, as the City continues to evolve. *Re-Imagine* Santa Fe Springs as the City outlines plan for land use, housing, transportation, community facilities, parks and recreation, health and safety, economic development, and more through the year 2040.

Re-Image Santa Fe Springs with a downtown of vibrant storefronts, brewpubs, and cafes and that engages the pedestrian at the intersection of Norwalk Boulevard and Telegraph Road. Re-Imagine this vibrant downtown with a pedestrian-friendly atmosphere with public gathering areas, with a hotel, eateries, entertainment, retail, commercial services, water features, and outdoor seating with fireplaces. Re-Imagine outdoor seating at umbrella-shaded bistro tables and banquettes bordered by boxwood planters and flower boxes containing a cornucopia of aromatic flowers in bloom. Re-Imagine sitting and indulging in people watching while you enjoy a mimosa cocktail served in a tall champagne flute or a Mango Michelada, and an order of savory egg benedicts or banana bread served with bacon, sunny side up eggs, maple syrup, breakfast potatoes, sweet cinnamon swirl French toast, savory Pozole, or ceviche, chulupas and churros. Re-Imagine strolling through this vibrant downtown amongst sparkling tree lights and where walkers are rewarded with sensory experiences ranging from public art to attractive landscaping and sidewalks. Re-Imagine entering the nearby retail stores to browse or to purchase the perfect outfit to enjoy the downtown nightlife. Re-Imagine walking to the area under the bridge at Telegraph Road and Norwalk Boulevard, and taking that perfect selfie in front of the six-foot tall lettering of **I LOVE SFS** Selfie Spot. Re-Imagine after enjoying the nightlife and taking that perfect Selfie, not calling Uber or Lyft because you can easily walk to your residence either above the commercial storefront or to the nearby townhomes. Re-Imagine the possibilities!

The aforementioned is one of the many visions possible with the current General Plan update. Tonight is one of the many steps necessary to create that City vision: *the vision embodied in Re-Imagine Santa Fe Springs*. Creating that vision begins with the Preferred Draft Land Use Plan for the General Plan update, the land use alternatives for four focus area and the preferred alternative for each, and the revision to the land use plan, as indicated in attached Figure 1 and Figure 2.

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions.

INFRASTRUCTURE IMPACT

There are no infrastructure impacts associated with the recommended actions.



Raymond R. Cruz
City Manager

Attachments:

1. Figure 1: Preferred Draft Land Use Plan
2. Figure 2: Preferred Draft Land Use Plan Changes
3. Figure 3: Sphere of Influence

Figure 1:
Preferred Draft Land Use Plan



RE-IMAGINE SANTA FE SPRINGS 2040 GENERAL PLAN

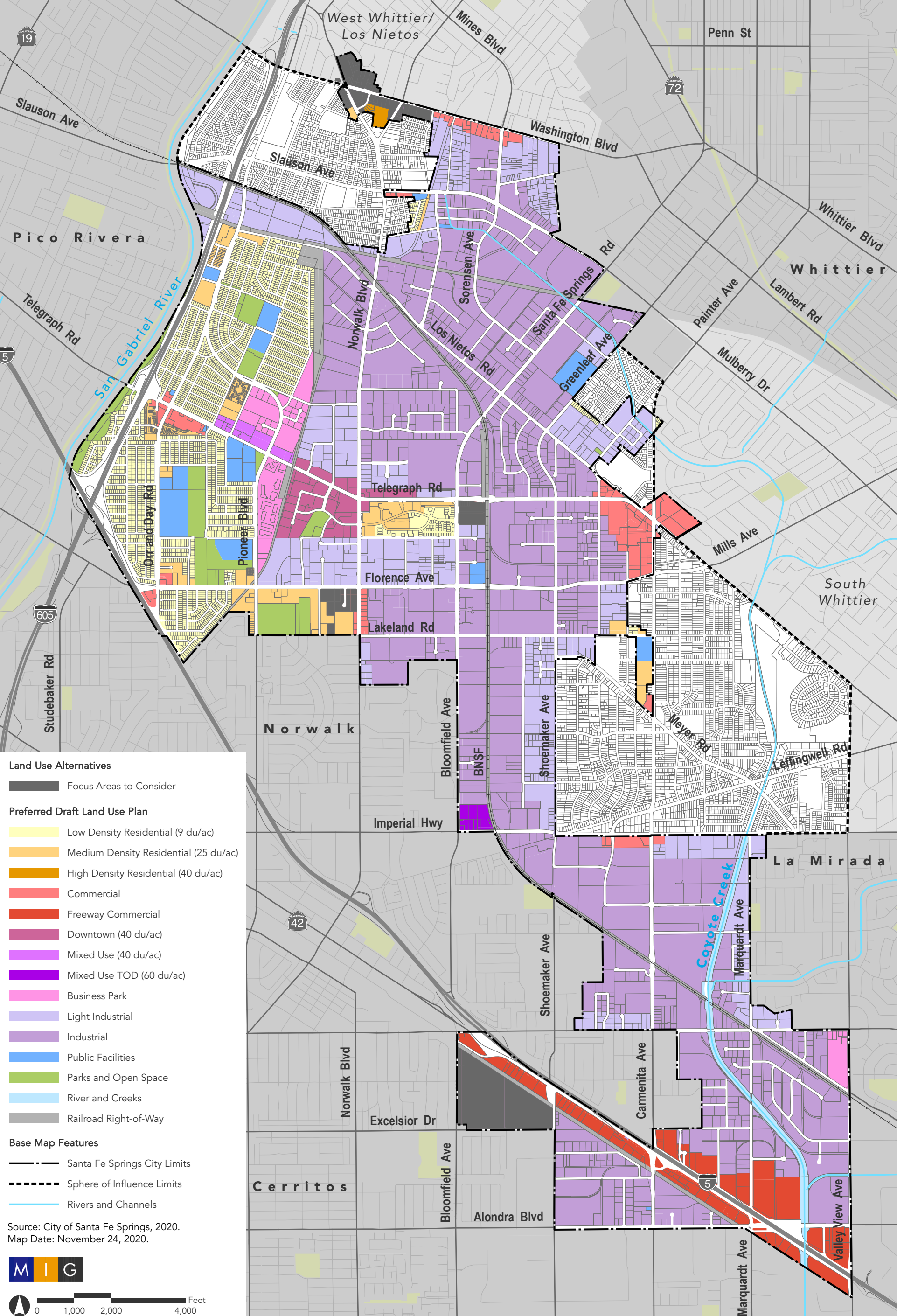


Figure 2:
Preferred Draft Land Use Plan Changes



RE-IMAGINE SANTA FE SPRINGS 2040 GENERAL PLAN

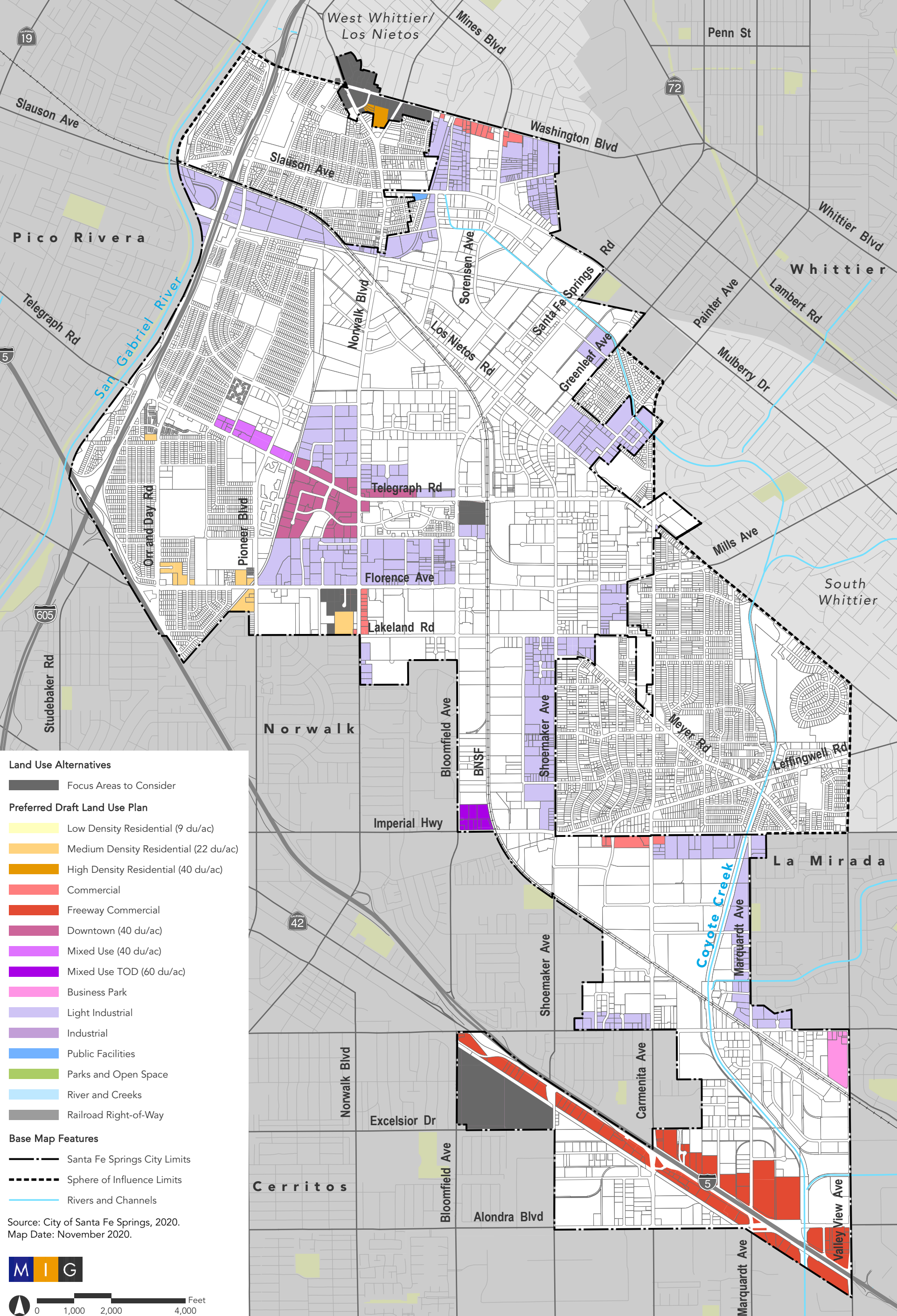


Figure 3:
Sphere of Influence

RE-IMAGINE SANTA FE SPRINGS 2040 GENERAL PLAN

