



AGENDA

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

September 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.*

HOUSING SUCCESSOR

4. CONSENT AGENDA

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

Minutes of the August 13, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

5. CONSENT AGENDA

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

Minutes of the August 13, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

6. CONSENT AGENDA

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

Minutes of the August 13, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

NEW BUSINESS

- 7.** First Amendment to Site Lease with Option between the City of Santa Fe Springs and PTI US Towers II, LLC, A Delaware Limited Liability Company, as Ultimate Successor in Interest to T-Mobile West Corporation (Planning)

Recommendation:

- Approve the First Amendment to Site Lease with Option between the City of Santa Fe Springs and PTI US Towers II, LLC, a Delaware limited liability company, as ultimate successor in interest to T-Mobile West Corporation; and
- Authorize the Mayor to execute the First Amendment.

8. Authorize the Purchase of Self-Checkout Machines from Bibliotheca by Piggybacking off of Sourcewell Cooperative Contract No. 081419-SHI

Recommendation:

- Authorize the purchase of self-checkout machines from Bibliotheca by piggybacking off of Sourcewell cooperative contract No. 081419-SHI and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,863.31 for this transaction.

9. Resolution No. 9692 – Request for Parking Restriction along Gannet Street between Radburn Avenue and Bonavista Avenue

Recommendation:

- Adopt Resolution No. 9692 to prohibit the parking and stopping of vehicles on the west/south side of Gannet Street from a point 200 feet north of Radburn Avenue to Bonavista Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

10. On-Call Professional Engineering Services Contract Extension – Approve Extension for Six Existing Contracts

Recommendation:

- Approve Contract Amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each Agreement to June 30, 2021; and
- Authorize the Mayor to execute Contract Amendment Number Three for each of the On-Call Engineering Firms.

11. Los Nietos Road Street Improvements – Award of Contract

Recommendation:

- Accept the bids; and
- Award a contract to All American Asphalt of Corona, California, in the amount of \$2,634,444.00.

12. Resolution No. 9693 – Updating the List of Designated Employees Required to File a Conflict of Interest Form (City Clerk)

Recommendation:

- Adopt Resolution No. 9693, updating the list of designated employees required to file a conflict of interest form.

13. Consideration of Investigation Report and Possible Corrective Action Regarding Council Member Joe Angel Zamora's November 11, 2019 Conduct with Respect to a Fire

Department Employee (Special Counsel)

Recommendation:

- Consider whether or not to take corrective action regarding Council Member Joe Angel Zamora's conduct on November 11, 2019 as established in the Investigation Report prepared by Gabriel Sandoval, Esq. of AALRR.
- If the City Council decides to take some type of corrective action, decide the manner of corrective action to take after providing Council Member Zamora with an opportunity to respond to the investigation report.
- Options for corrective action involving elected officials are limited, but include a resolution of censure and/or re-training on applicable City policies.

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

15. COUNCIL COMMENTS

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

CLOSED SESSION

16. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Pursuant to California Government Code Section 54956.9(d)(1))

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC et al; Case Number 20STCV33264


RECONVENE MEETING [on Zoom and over telephone]

17. CLOSED SESSION REPORT

18. 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

September 3, 2020
Date Posted

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 6



City of Santa Fe Springs

City Council Meeting

September 10, 2020

CONSENT AGENDA

Minutes of the August 13, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- August 13, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. August 13, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 13, 2020

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: None

3. **PUBLIC COMMENTS**

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

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

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

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

5. **CONSENT AGENDA**

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

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the June 11, 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. Second Reading of Ordinance No. 1098 - Amending Chapter 110 (Regulation of Certain Businesses) Of Title XI (Business Regulations) and Chapter 130 (General Provisions) Of Title XIII (General Offenses) Of the Santa Fe Springs Municipal Code to Establish A Sidewalk Vending Program (Police Services)

Recommendation:

- Adopt Ordinance No. 1098 regarding the establishment of a sidewalk vending program.

- d. Second Reading - Ordinance No. 1113 - Granting a Franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets (Public Works)

Recommendation:

- Adopt Ordinance No. 1113, granting a franchise to Park Water Company for Maintenance and Operation of Pipelines in City Streets.

- e. Quarterly Treasurer's Report of Investments for the Quarter Ended, June 30, 2020 (Finance)

Recommendation:

- Receive and file the report.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to approve Item Nos. 6A through 6E, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

PUBLIC HEARING

7. Consideration of Adoption of Resolution of Necessity No. 9690 for the Acquisition by Eminent Domain of Certain Real Property Interests for Public Purposes for the Valley View Avenue and Alondra Boulevard Intersection Improvement Project (Public Works)

Recommendation:

- Consider and Adopt Resolution No. 9690 – A Resolution of Necessity of the City of Santa Fe Springs declaring certain real property interests located at 15905 Valley View Avenue, and further identified as Assessor's Parcel Number 7001-012-053 ("Subject Property"), necessary for public

purposes and authorizing the acquisition thereof, in connection with the Valley View Avenue and Alondra Boulevard Intersection Improvement Project ("Project");

- Open and conduct a Public Hearing on the adoption of the proposed Resolution of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard and consider all evidence to determine whether to adopt proposed Resolution of Necessity, which requires the City Council's separate consideration and determination;
- Find that the public interest, convenience and necessity require the acquisition of the proposed Subject Property for the benefit of the City's intersection and roadway widening Project.
- Find that Project is located in the manner that will be most compatible with the greatest public good and the least private injury.
- Find that the Subject Property sought to be acquired is necessary for the City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project.
- Find that that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired.
- Authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and
- Authorize the City Manager, or his designee, to execute all necessary documents.

Director of Public Works, Noe Negrete provided a presentation and introduced Carrie Raven from Jones & Mayer Legal Counsel.

Mayor Rounds opened the Public Hearing at 6:20 p.m.

There was no one wishing to speak on Item No. 7

Mayor Rounds closed the Public Hearing at 6:21 p.m.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to consider and Adopt Resolution No. 9690 – A Resolution of Necessity of the City of Santa Fe Springs declaring certain real property interests located at 15905 Valley View Avenue, and further identified as Assessor's Parcel Number 7001-012-053 ("Subject Property"), necessary for public purposes and authorizing the acquisition thereof, in connection with the Valley View Avenue and Alondra Boulevard Intersection Improvement Project ("Project"), open and conduct a Public Hearing on the adoption of the proposed Resolution of Necessity, receive from staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard and consider all evidence to determine whether to adopt proposed Resolution of Necessity, which requires the City Council's separate consideration and determination, find that the public interest, convenience and necessity require the

acquisition of the proposed Subject Property for the benefit of the City's intersection and roadway widening Project, find that Project is located in the manner that will be most compatible with the greatest public good and the least private injury, find that the Subject Property sought to be acquired is necessary for the City's intersection and roadway widening Project. Without the acquisition of the Subject Property, the City will not be able to proceed with the Project, find that that the offer required by section 7267.2 of the Government Code has been made to the owners of record of the property to be acquired, authorize the City Attorney's office and City staff to take all necessary steps to deposit with the Court the amount of probable compensation required by law for issuance of the Order for Possession; and authorize the City Manager, or his designee, to execute all necessary documents, by the following vote:

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

NEW BUSINESS

8. Lower San Gabriel River Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Implementation – Second Amendment (Public Works)

Recommendation:

- Approve the Second Amendment to the MOU with Gateway Water Management Authority (GWMA) to continue to implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP), including the construction of regional BMP projects for the Lower San Gabriel River Watershed Committee (LSGR), and;
- Authorize the City Manager to execute the Second Amendment.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve the Second Amendment to the MOU with Gateway Water Management Authority (GWMA) to continue to implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP), including the construction of regional BMP projects for the Lower San Gabriel River Watershed Committee (LSGR), and authorize the City Manager to execute the Second Amendment, by the following vote:

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

9. Transfer Agreement for Safe Clean Water Municipal Program with Los Angeles County Flood Control District (Public Works)

Recommendation:

- Approve Transfer Agreement No. 2020MP72 with the Los Angeles County Flood Control District for the Safe, Clean Water Municipal Program; and
- Authorize the Mayor to execute the agreement.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, to approve Transfer Agreement No. 2020MP72 with Los Angeles County Flood

Control District for the Safe, Clean Water Municipal Program, and authorize the Mayor to execute the agreement, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

10. Measure R Funding Agreements with Los Angeles County Metropolitan Transportation Authority – Amendment No. 1 (Public Works)

Recommendation:

- Approve Amendment No. 1 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements;
- Approve Amendment No. 1 to Funding Agreement MR 315.41 for the Valley View Avenue and Alondra Boulevard Intersection Improvements; and
- Authorize the City Manager to execute Amendment No. 1 for both projects.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to approve Amendment No. 1 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements, approve Amendment No. 1 to Funding Agreement MR 315.41 for the Valley View Avenue and Alondra Boulevard Intersection Improvements, and authorize the City Manager to execute Amendment No. 1 for both projects, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

11. First Amendments to the Cooperative Agreement and the Ground Lease with the City of Norwalk for the operation and maintenance of the Transportation Center (Public Works)

Recommendation:

- Approve the First Amendment to the Cooperative Agreement in substantially the form as attached;
- Approve the First Amendment to the Ground Lease in substantially the form as attached;
- Find that the approval of the Amendments is exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- Authorize the City Manager to execute the First Amendments to the Cooperative Agreement and the Ground Lease in substantially the form as attached.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 11.

Mayor Pro Tem Mora inquired what the City's cost was to operate the transportation center. Director Negrete responded that it was between \$75,000 to \$100,000 a year. The City of Norwalk was charging more staff time over the years causing the amount to rise.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez,

to approve the First Amendment to the Cooperative Agreement in substantially the form as attached, approve the First Amendment to the Ground Lease in substantially the form as attached, find that the approval of the Amendments is exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines, and authorize the City Manager to execute the First Amendments to the Cooperative Agreement and the Ground Lease in substantially the form as attached, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

12. Approval of Personnel Modifications (Fire)

Recommendation:

- Approve the classification specification changes for the following positions: Deputy Fire Marshal, Environmental Protection/Fire Prevention Bureau Specialist, Fire Environmental Safety Inspector-II, Fire and Environmental Safety Inspector-I
- Upon the current employee's retirement, eliminate the Director of Environmental Protection position for the Department of Fire-Rescue.
- Replace the eliminated Director of Environmental Protection position with the new position of a Battalion Chief for administration.
- Approve the Title change from Deputy Director of Environmental Protection Services to Environmental Programs Manager with specification changes for that position.

It was moved by Councilmember Rodriguez, seconded by Councilmember Trujillo, to approve the classification specification changes for the following positions: Deputy Fire Marshal, Environmental Protection/Fire Prevention Bureau Specialist, Fire Environmental Safety Inspector-II, Fire and Environmental Safety Inspector-I, upon the current employee's retirement, eliminate the Director of Environmental Protection position for the Department of Fire-Rescue, replace the eliminated Director of Environmental Protection position with the new position of a Battalion Chief for administration, and approve the Title change from Deputy Director of Environmental Protection Services to Environmental Programs Manager with specification changes for that position, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

13. Approval of the Agreement between the City of Santa Fe Springs and the City of Santa Fe Springs General City Employees Association (SFSCEA), the City of Santa Fe Springs Firemens' Association (SFSFFA) and the City of Santa Fe Springs Executive, Management & Confidential Association (SFSEMCA) (Finance)

Recommendation:

- Approve the FY 2020-21 labor agreements with SFSCEA, SFSFFA and SFSEMCA.
- Appropriate \$155,600 from the General Fund and Water Fund reserves to fund labor agreement costs not already included in the FY 2020-21

operating budget.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve the FY 2020-21 labor agreements with SFSCEA, SFSFFA and SFSEMCA, and appropriate \$155,600 from the General Fund and Water Fund reserves to fund labor agreement costs not already included in the FY 2020-21 operating budget, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

14. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the skeletal crews at city facilities during COVID-19. He stated that starting August 17, more employees will be working shift schedules with rotating Fridays until there is a significant reduction in COVID-19 cases, or a vaccine or effective treatment becomes available. He also provided an update on the installation of plexiglass structures at employee workstations in anticipation of allowing members of the public entry to city facilities by appointment only in the future. Lastly, he talked about the news release from Los Angeles Public Health regarding an investigation to COVID-19 outbreaks at Trojan Battery within the City.
- Director of Public Works, Noe Negrete shared pictures of the installations of plexiglass at city facilities. He also provided an update on the windmill at Heritage Park. He reported that City staff were able to reconstruct the windmill after initially contacting contractors for an estimate on repairs. He highlighted the great work done by facilities staff, and recognized employee Todd Heggstrom for his efforts.
- Director of Planning, Wayne Morrell spoke about the 2-year process of updating the general plan and stressed the importance of having an updated general plan. He says that residents can take surveys on the City's websites to provide input on the general plan. Second, Director Morrell spoke about an announcement made from the California legislature for affordable housing, and highlighted the assistance provided to City residents by the Planning Department. He presented several examples of shipping container structures that could potentially be used for affordable housing in the future.
- Director of Police Services, Dino Torres announced that the Safe Neighborhood Team meetings will be going virtual starting on September 8th.
- Fire Chief, Brent Hayward provided an update on COVID-19 cases within the City and surrounding areas. He also reported that some Fire Department crews were assisting at the Lake Hughes Fire and also reported that the crews who were assisting at the Apple Fire returned safe and sound. He also spoke about the success of the blood drive at Town Center Hall on August 6th. Lastly, he reported that the MDA – "Fill the Boot" fundraising will be going virtual this year.
- Director of Finance, Travis Hickey spoke about the approval of the contract with the new auditing firm. Lastly, he thanked Debbie Ford, Human Resources Manager and Collin Tanner – labor negotiator – for working alongside the labor associations to finalize the

agreements.

- Director of Community Services, Maricela Balderas spoke about the success of the “Drive-In Movie Series” at Little Lake Park, which has prompted the addition of another showing which will be on August 21st. She reported that the “Back to School Program” on August 7th provided backpacks and school supplies to students via a drive-thru event. She also reported that the City has been in contact with a representative of Los Angeles County Public Health to host a potential flu vaccine clinic on Wednesday, October 28th. In the event that the number of COVID-19 cases rise, the clinic could be canceled. She announced that on August 24th, Parks and Recreation Division will be distributing grab and go bags for children. She reported on the success of the Virtual Summer Camp which was hosted by the Parks and Recreation and Library Services Divisions and announced extended hours for the curbside pickup services at the City Library. She also provided an update on the Fiestas Patrias event this year and announced the drive-in concert and mural preregistration requirements.

15. COUNCIL COMMENTS

Councilmember Rodriguez thanked Community Services and Police Services for their hard work. She commended the Public Works Department on the installation of the plexiglass fixtures throughout the City and thanked the Fire Department for assisting to quell the fires. Lastly, she thanked the Women’s Club for their great work.

Councilmember Trujillo thanked staff for continuing to work during COVID-19 and expressed her satisfaction at the work done on the installation of the plexiglass around the City. She acknowledged the success of the drive-in movies and shared that residents really enjoy the offerings.

Councilmember Zamora echoed the sentiments of the Councilmembers Trujillo and Rodriguez on the efficacy of the plexiglass installations. He commended staff on the distribution of school supplies and the great execution of the drive-in movies. He thanked all the residents who are essential workers for their continued hard work.

Mayor Pro Tem Mora acknowledged the return of the back-to-school season and commended the work done on the windmill at Heritage Park. He thanked the Fire Department on their continued work to combat the wildfires and expressed his joy at the success of the drive-in movies. Lastly, he thanked staff for their hard work.

Mayor Rounds thanked staff for their continued work on the plexiglass installations and for the windmill upgrade. He expressed his excitement at the continued development of the General Plan and looks forward to the return of the Advisory Committees via Zoom. He thanked Community Services for continuing to provide great offerings to the residents and thanked staff for the quick execution of the ordinance that allows for outdoor dining.

CLOSED SESSION

16. 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

17. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

CLOSED SESSION

18. CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(2): One Case

Mayor Rounds recessed the meetings at 7:16 p.m.

Mayor Rounds convened the meeting at 9:52 p.m.

19. CLOSED SESSION REPORT

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

20. ADJOURNMENT

Mayor Rounds adjourned the meeting at 9:52 p.m.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7

September 10, 2020

NEW BUSINESS

First Amendment to Site Lease with Option between the City of Santa Fe Springs and PTI US Towers II, LLC, a Delaware limited liability company, as ultimate successor in interest to T-Mobile West Corporation.

RECOMMENDATION:

- Approve the First Amendment to Site Lease with Option between the City of Santa Fe Springs and PTI US Towers II, LLC, a Delaware limited liability company, as ultimate successor in interest to T-Mobile West Corporation; and
- Authorize the Mayor to execute the First Amendment.

BACKGROUND

T-Mobile entered into a lease agreement with the City of Santa Fe Springs on September 1, 2010 to lease space within Little Lake Park for the purpose of installing a wireless telecommunications facility. The facility consists of a 375 square foot equipment enclosure and six antennas mounted on an 80-foot-tall ball field light standard. Phoenix Tower International (PTI US Towers II, LLC) has since acquired the lease from T-Mobile. Phoenix Tower International owns and operates wireless infrastructure sites, but they do not directly provide telecommunications services. Rather, they lease wireless infrastructure to wireless carriers, such as T-Mobile, Verizon and AT&T. Essentially, Phoenix Tower International acts as a landlord and wireless carriers act as tenants.

The Little Lake Park facility has hosted T-Mobile equipment since the site was constructed in 2010. A second carrier recently applied to co-locate at the facility. In order for the second carrier to proceed with the large expense of co-location, they require Phoenix Tower International to guarantee at least 25 years on the lease. The current lease is set to expire on January 17, 2026, meaning the second carrier needs the lease extended by 20-years before they will proceed with the co-location.

Once the lease extension has been executed, the second carrier will proceed with securing entitlements. Accommodating the second carrier will require a small expansion of the ground lease area and an increase in the space leased on the ballpark light, which will not impact operation of the park. This expansion will require a second lease amendment and rent increase, which will go before City Council at a later time.

Aside from the renewal term and expiration, all terms from the original lease agreement will remain unchanged. Upon execution of the lease amendment, the new lease expiration will be January 17, 2046.

FISCAL IMPACT

All existing lease terms will remain unchanged. The lease provides a positive fiscal



City of Santa Fe Springs

City Council Meeting

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impact to the City's General Fund.

Raymond R. Cruz
City Manager

Attachment:

1. Site Lease with Option executed September 1, 2010
2. First Amendment to Site Lease with Option

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Santa Fe Springs, a municipal corporation, ("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one hundred and no/100 dollars (\$100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period. Notwithstanding the foregoing however, when Tenant obtains its building permit to construct the Wireless Facilities (as defined below) on the Lease Area (as defined below), Tenant will promptly send written notification thereof to the Landlord not later than five (5) days thereafter, which notification shall serve as Tenant's exercising of the Option, unless the Option has otherwise previously been exercised.

(b) During the Option Period Tenant shall obtain all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Copies of Tenant's FCC Radio Authorization Forms shall be attached to Lease at time of Tenant's signing of the Lease. Tenant shall erect, maintain and operate its Wireless Facilities in accordance with state and federal statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the Federal Communications Commission or any other applicable governing bodies. This provision shall supersede any provision to the contrary contained herein. Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Lease Area will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not amend, revise or change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property unless this Lease would be breached by said licenses, permits or other authorizations. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property defined as the "Lease Area" (Exhibit B). The Lease Area, located at 10900 Pioneer Blvd., Santa Fe Springs, CA 90670, comprises approximately 375 square feet as shown in Exhibit B.

2. Term. The initial term of this Lease shall be ten (10) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month of the initial term (the "Initial Term").

3. Renewal. Following the Initial Term, Tenant shall have the right to extend this Lease for one (1) additional five-year term (to be known as the "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for the Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term. If Tenant shall remain in possession of the Lease Area at the expiration of this Lease or the Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. In the event Tenant does not vacate the Lease Area after thirty (30) days' written notice to vacate from the Landlord during the month-to-month tenancy, the Tenant's equipment shall be subject to abatement.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand five hundred and no/100 dollars (\$2,500.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a breach of lease by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) Rent will be increased on each annual anniversary of the Commencement Date to an amount equal to the amount of the monthly installments of Rent payable during the preceding year increased by three percent (3%).

(c) Within thirty (30) days after the Commencement Date, and as partial consideration for the rights and privileges granted to it herein, Tenant hereby agrees to make a one-time contribution in the sum of ten thousand and no/100 dollars (\$10,000.00) to the City of Santa Fe Springs for its Heritage Artwork in Public Places Program.

5. Permitted Use. The Lease Area may be used by Tenant for the transmission, amplification and reception of radio communication signals within the following frequencies, or as otherwise authorized for Tenant's use by the FCC:

- 1890-1900 MHz and 1970-1980 MHz (commonly referred to as "PCS").
- 1710-1755 MHz and 2110-2155 MHz (commonly referred to as "AWS-1").

Tenant shall submit to Landlord copies of Tenant's FCC Radio Authorization Forms prior to the execution of this Lease.

The Lease Area may also be used by Tenant for the construction, installation, operation, maintenance, repair, removal, modification or replacement of communication equipment and facilities, including radio equipment, antennas, microwave dishes, equipment shelters and/or cabinets, backup emergency power batteries and generator(s) (subject to Section 7(f) below) and related activities, as more particularly shown and specified in Exhibit B. Tenant's use includes the ability to share use of the above mentioned frequencies pursuant to roaming and/or similar agreements with other third parties or as otherwise consented to by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed unless such consent would conflict with this section or other sections of the Lease.

6. Interference. Tenant shall not use the Lease Area in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior in time to Tenant's installation. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the radio frequency operations of Tenant. Such radio frequency interference shall be deemed a material breach by the interfering party, who shall, upon written notification by the party interfered with, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Lease Area improvements, personal property and facilities necessary to operate its communications system, including those radio transmitting, amplifying and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location-based system, as more particularly depicted in Exhibit B. Additional equipment may include antenna(s), coaxial cable, base units, location-based systems, and other associated equipment (collectively, the "Wireless Facilities"). Tenant shall have the right to alter, replace, expand, enhance, upgrade and fill cabinets with communications equipment located within the building-based portion of the Lease Area at any time during the term of this Lease and to replace antenna equipment with similar equipment of the same or smaller structural load located at the same locations as the antennas being replaced. If Tenant desires to install additional antennas or replace existing antennas with replacement antennas which materially increase the structural load on the Replacement Light Standard, such changes and additions are subject to the consent of the Landlord and may result in increases in Rent. Such consent is not to be unreasonably withheld pending any Rent negotiation. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded as a result thereof.

(b) Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Wireless Facilities ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference.

(c) Tenant at its sole expense shall remove and transfer to Landlord's storage area located within the immediate vicinity, the existing light standard, platform and light fixtures, and dispose of the foundation material currently located within the Lease Area, as more particularly described on the Exhibit B (the "Original Light Standard"). Following removal, Tenant shall have the right to replace the Original Light Standard with a replacement light standard structurally capable of supporting Landlord's light fixtures, Tenant's antennas and other ancillary Tenant equipment (the "Replacement Light Standard"). The Replacement Light Standard shall be structurally designed to allow at least one (1) additional wireless carrier. The structural capacity of the Replacement Light Standard shall be pursuant to the ANSI standard of the Telecommunication Industry Association and Electrical Industry Association Number 222 (Revision G). This standard is known as TIA/EIA 222G. Prior to installing the Replacement Light Standard and light fixtures, Tenant, at its sole expense, shall have a photometric study performed on the impacted ball field. Landlord shall review the photometric study report prior to Tenant installing the Replacement Light Standard and light fixtures. Upon installation

of the Replacement Light Standard, Landlord shall own and maintain the Replacement Light Standard during the term of this Lease. In addition, after Tenant initially installs Landlord's light fixtures on the Replacement Light Standard, Landlord shall thereafter be solely responsible for changing out any light fixtures located thereon as may be necessary. The light fixtures to be installed upon the Replacement Light Standard shall be supplied and continuously owned by Landlord during the entire term of this Lease. Following the installation of the Replacement Light Standard, Landlord shall have thirty (30) days to inspect such installation and provide Tenant with a written list of any aspect of such installation that is out of compliance with the approved Exhibit B attached hereto. Tenant shall promptly remedy any such items so noticed at its sole cost and expense whereupon Landlord shall have an additional thirty (30) days to inspect the Replacement Light Standard for acceptance by Landlord. In the event the Replacement Light Standard remains out of compliance with the Exhibit B, the notice, remedy and approval process outlined in the preceding sentences shall repeat until Landlord fails to notify Tenant of any such item of non-compliance within the applicable thirty (30) day period whereupon title and ownership of the Replacement Light Standard shall automatically, without need for execution of further documentation, transfer to Landlord in its "AS IS" and "WHERE IS" condition without warranty or representation of any kind other than any assignable manufacturer's warranty, if any, which Tenant shall assign to Landlord. Following such transfer, Landlord will be solely responsible for the ongoing maintenance and upkeep of the Replacement Light Standard and Tenant shall have no further responsibility in relation thereto. Landlord's acceptance of the Replacement Light Standard as outlined above shall not be unreasonably withheld, conditioned or delayed. All other portions of the Wireless Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Wireless Facilities at any time during and upon the expiration or termination of this Lease, unless said portions are shared, by agreement between Tenant and Landlord or Tenant and other tenants (co-locations) and are required to remain per such agreement(s). Tenant shall not be required to remove the Replacement Light Standard following acceptance thereof by Landlord as outlined above.

(d) Tenant, at its expense, may use any and all appropriate means of restricting access to the Wireless Facilities, including, without limitation, the construction of a fence, such fence to be approved by the Planning and Development Department of the City of Santa Fe Springs. The Tenant shall allow any co-locatees access through any such fence after first obtaining the written approval by the Landlord.

(e) Tenant shall, at Tenant's expense, keep and maintain the Wireless Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Lease Area shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(f) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the Lease Area shown in Exhibit B). No emergency power generator may be installed, either permanently or temporarily, without the written approval of the Department of Planning and Development, Department of Fire and Rescue and Building Division of the City of Santa Fe Springs, which approval shall not be unreasonably withheld. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. Landlord shall assist Tenant in having the utility provider correct any variation, interruption or failure of utility service.

(g) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant access in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Lease Area adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Lease Area and the Wireless Facilities at all times during the Initial Term of this Lease and the Renewal Term of this Lease (collectively, the "Easements").

(h) With 72-hour notice to Landlord, Tenant shall have 24-hours-a-day, 7-days-a-week vehicle access to the Lease Area ("Access") at all times during the Initial Term of this Lease and the Renewal Term at no additional charge to the Tenant. With 24-hour notice to Landlord, Tenant shall have 24-hours-a-day, 7 days-a week foot access to the Lease Area ("Access") at all times during the Initial Term of this Lease and the Renewal Term at no additional charge to Tenant. In the event Landlord, its employees or agents, impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied. Notwithstanding the foregoing however, in the event of a service affecting condition or other emergency, Tenant shall have immediate Access to the Lease Area provided it provides Landlord with written notice of such Access promptly thereafter; however, Tenant's access to the Lease Area shall be limited when the Property is being used for a public event, during which times Tenant will obey any procedures set by Landlord regarding accessing the Lease Area in a manner so as to not interfere with such public events.

(i) In the event Tenant or its agents damage any utilities and/or irrigation, facility, structure or improvement on the Property while accessing the Lease Area, Tenant shall be responsible at Tenant's sole cost and expense, for the cost to repair or replace such damage to the condition that existed prior to the occurrence of such damage.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Wireless Facilities on the Lease Area, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Wireless Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if the Property or the Wireless Facilities are, or become, unacceptable under Tenant's design or engineering specifications for its Wireless Facilities or the communications system to which the Wireless Facilities belong;

(d) immediately upon written notice by Tenant if the Lease Area or the Wireless Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Wireless Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant, unless Temporary Wireless Facilities, such as, but not limited to, Cellular on Wheels (COWs) or Cellular on Light Trucks (COLTs) are approved in writing by the Planning and Development Department of the City of Santa Fe Springs. If Tenant elects to continue this Lease, then all Rent shall abate until the Lease Area and/or the Wireless Facilities are restored

with temporary facilities or to the condition existing immediately prior to such damage or destruction if no COW, COLT or other temporary facilities are utilized; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Lease Area unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or Wireless Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons.

9. Default, Breach and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) either performs an action or installation without obtaining consent or approval as prescribed in this Lease and does not reverse such action within ten (10) days notice thereof unless subsequently approved in writing by the other party.

10. Taxes. Landlord represents that it has no obligation to pay real property taxes for the Property, including the Lease Area. For taxation purposes, Tenant shall have a possessory interest in all equipment, infrastructure, antennas, cables and structure(s) installed by Tenant on or within the Lease Area or Easements provided that Tenant shall not have a possessory interest in the Replacement Light Standard which is to be transferred to Landlord as set forth above. Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Wireless Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Insurance coverage shall be evidenced by a Certificate of Insurance submitted to the Planning and Development Department of the City of Santa Fe Springs prior to the Commencement Date of this Lease. A new certificate shall be submitted to the Planning and Development Department of the City of Santa Fe Springs before the current certificate expires.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by

their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by: (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same.

(c) Tenant agrees to defend, indemnify and hold harmless the Landlord, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the Landlord or any of its councils, commissions, committees or boards concerning Conditional Use Permit Case No. 688, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the Landlord, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify Tenant of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Lease Area.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator, Site
#LA13144C

If to Landlord, to:

Department of Planning and Development
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

With a copy to:

Attn: Legal Dept. / LA13144C

And with a copy to:

T-Mobile West Corporation
2008 McGaw Avenue
Irvine, CA 92614
Attn: Lease Administration Manager, Site
#LA13144C

Send Rent payments to:

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

With a copy to:

Attn: Legal Dept. / LA13144C

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Lease Area; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Lease Area or any part thereof shall not be disturbed as long as Tenant is not in default or breach beyond any applicable grace or cure period. Tenant equally covenants and warrants that Tenant has complied and will comply with all ordinances and conditions in effect during the Term of this Lease including but not limited to the City of Santa Fe Springs Noise Ordinance at all times.

14. Environmental Laws.

(a) Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance, including hydrocarbons or flammable liquids and flammable gases, on the Property in violation of any applicable law, including the Development Plan Approval issued to Tenant. Landlord shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Tenant agrees to submit any legally required Materials Safety and Data Sheets (MSDS) to Landlord and to update each MSDS each time the quantities or constituents identified on said MSDS are changed by Tenant. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to any spills, releases or exacerbation of prior contamination of any Hazardous Substances on the Property and/or to other properties or into the environment (collectively, "Actions"), to the extent caused by the indemnitor's activities on the Property or its violation of this Section 14. Both parties agree respectively to comply with all provisions of the California Fire Code and International Fire Code, including the marking requirements of whichever Code is stricter. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease.

(b) The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant may assign this Lease upon written notice to Landlord to its parent company or any subsidiary or affiliate of it or its parent company (e.g., DeutscheTelekom) or to a newly acquired, merged or joint alliance with another carrier (e.g., Sprint PCS). Under all other circumstances, such assignment or transfer shall require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Introduction of equipment to the Lease Area owned, provided or operated by any other FCC-licensed carrier other than Tenant shall be subject to a sublease and the written approval of Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Lease Area, upon written notice to Landlord, provided Landlord agrees to the terms thereof in writing. Landlord may lease space on the Replacement Light Standard (excluding any portion of the Lease Area) after thirty (30) days written notice to Tenant provided doing so does not otherwise violate the terms of this Lease and does not cause the Replacement Light Standard to exceed its structural capacity.

(b) Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Wireless Facilities, and may assign this Lease and the Wireless Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall, after reasonable scrutiny and agreement, execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

16. Successors and Assigns. This Lease shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Wireless Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents including a Memorandum of Lease necessary to protect its rights or use of the Lease Area. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is

encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Lease Area. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the State of California subject to superseding Federal Law.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Lease Area location within the Property), may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant or Landlord provided each Exhibit is signed by representatives of both Landlord and Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker

[SIGNATURE PAGE FOLLOWS]

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Santa Fe Springs, a municipal corporation

By: Betty Putnam
Name: Betty Putnam
Title: Mayor
Date: 9-1-10

TENANT: T-Mobile West Corporation, a Delaware corporation

By: Chris Eldridge
Name: Christopher Eldridge
Title: Regional Development Director
Date: 7.27.10

T-Mobile Legal Approval

EXHIBIT A

Legal Description

The Property is legally described as follows:

APN: 8009-023-900

All that certain real property located in the County of Los Angeles, State of California, being more particularly described as follows:

THAT PORTION OF LOT 4 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, OF THE SAN BERNARDINO MERIDIAN OF HOFFMAN'S SUBDIVISION OF THE RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK I PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 295 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 4, THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 4 TO A POINT 165 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF SAID LOT, DISTANT SOUTHERLY THEREON 4125 FEET FROM SAID NORTHWEST CORNER; THENCE ALONG THE WESTERLY LINE OF SAID LOT TO THE SOUTHWEST CORNER THEREOF, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT TO A POINT THEREIN, DISTANT WESTERLY 295 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 440.57 FEET OF SAID LAND MEASURED ALONG THE EAST LINE THEREOF.

ALSO EXCEPT THE EASTERLY 100 FEET THEREOF

THE ABOVE DESCRIBED LAND IS SHOWN AS A PORTION OF LOT "A" OF GLADHEIM, AS PER MAP RECORDED IN BOOK 51 PAGE 56 OF MAPS, RECORDS OF SAID COUNTY.

(End of Legal Description)



EXHIBIT B

The location of the Lease Area within the Property (together with access and utilities) is more particularly described and depicted as follows:

See the attached drawings dated 05/24/10, Sheets A-1, A-2, A-3, and A-4, identified with Site Information: Little Lake Park, LA13144C. In addition to the approximately 375 square feet depicted on the attached drawings, the Wireless Facilities Area also includes space on the Replacement Light Standard for antennas plus space inside the Replacement Light Standard for coax and conduit to connect the equipment and the antennas, and any necessary airspace for antennas, stealthing, and support structures as more particularly described in the attached Exhibit B.

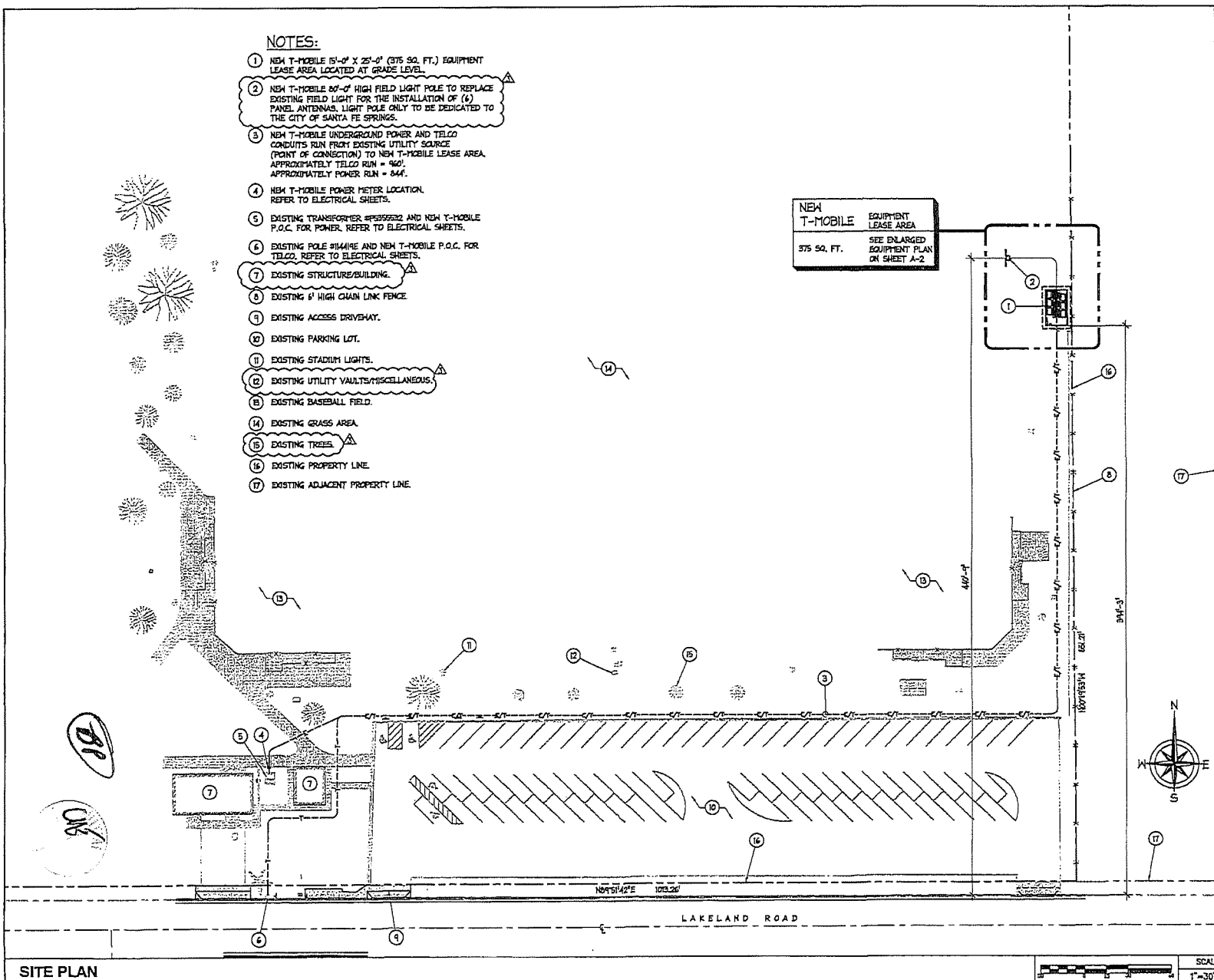
Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Lease Area as shown on this Exhibit B may be modified by Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the property. The Lease Area as described herein may therefore be modified by Tenant to reflect the final engineering design. An amended Exhibit B (if necessary) will be provided by Tenant and attached to the Lease in place of the existing Exhibit B, a copy of which will be signed by a representative of Landlord after Landlord's review prior to being incorporated into the Lease.

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Wireless Facilities may be subject to review and approval by the Planning and Development Department of the City of Santa Fe Springs pursuant to the customary approval process for necessary permit issuance. Failure to obtain such approval by the Tenant shall constitute a material breach of this Lease upon the installation or change in said locations if not rectified within five (5) days of written notice from Landlord.

NOTES:

- 1 NEW T-MOBILE 15'-0" X 25'-0" (375 SQ. FT.) EQUIPMENT LEASE AREA LOCATED AT GRADE LEVEL.
- 2 NEW T-MOBILE 80'-0" HIGH FIELD LIGHT POLE TO REPLACE EXISTING FIELD LIGHT FOR THE INSTALLATION OF (6) PANEL ANTENNAS. LIGHT POLE ONLY TO BE DEDICATED TO THE CITY OF SANTA FE SPRINGS.
- 3 NEW T-MOBILE UNDERGROUND POWER AND TELCO CONDUITS RUN FROM EXISTING UTILITY SOURCE (POINT OF CONNECTION) TO NEW T-MOBILE LEASE AREA. APPROXIMATELY TELCO RUN = 160'. APPROXIMATELY POWER RUN = 844'.
- 4 NEW T-MOBILE POWER METER LOCATION. REFER TO ELECTRICAL SHEETS.
- 5 EXISTING TRANSFORMER #8855522 AND NEW T-MOBILE P.O.C. FOR POWER. REFER TO ELECTRICAL SHEETS.
- 6 EXISTING POLE #14496 AND NEW T-MOBILE P.O.C. FOR TELCO. REFER TO ELECTRICAL SHEETS.
- 7 EXISTING STRUCTURE/BUILDING.
- 8 EXISTING 6' HIGH CHAIN LINK FENCE.
- 9 EXISTING ACCESS DRIVEWAY.
- 10 EXISTING PARKING LOT.
- 11 EXISTING STADIUM LIGHTS.
- 12 EXISTING UTILITY VAULTS/MISCELLANEOUS.
- 13 EXISTING BASEBALL FIELD.
- 14 EXISTING GRASS AREA.
- 15 EXISTING TREES.
- 16 EXISTING PROPERTY LINE.
- 17 EXISTING ADJACENT PROPERTY LINE.

NEW
T-MOBILE
EQUIPMENT
LEASE AREA
375 SQ. FT. SEE ENLARGED
EQUIPMENT PLAN
ON SHEET A-2



T-Mobile
Get more from life

3 MACARTHUR PLACE, SUITE 1100
SANTA ANA, CA 92707

PLANS PREPARED BY:

ACO
ARCHITECTS - INC.

25170 ENTERPRISE #600
LAKE FOREST, CA 92630
PHONE: (949) 716-9940
FAX: (949) 297-4788

CONSULTING GROUP:

SEQUOIA
DEVELOPMENT SERVICES, INC.
ONE VENTURA, SUITE 200
JUNEAU, CA 95818

NO.	DATE	DESCRIPTION	BY:
1	05/12/09	30% 2D'S FOR REVIEW	JY
2	05/18/09	100% 2D'S FOR REVIEW	JY
Δ	05/24/10	CLIENT REVISIONS	FN

SITE INFORMATION:

LITTLE LAKE PARK

LA13144C

10500 PIONEER BLVD.
SANTA FE SPRINGS, CA 92670

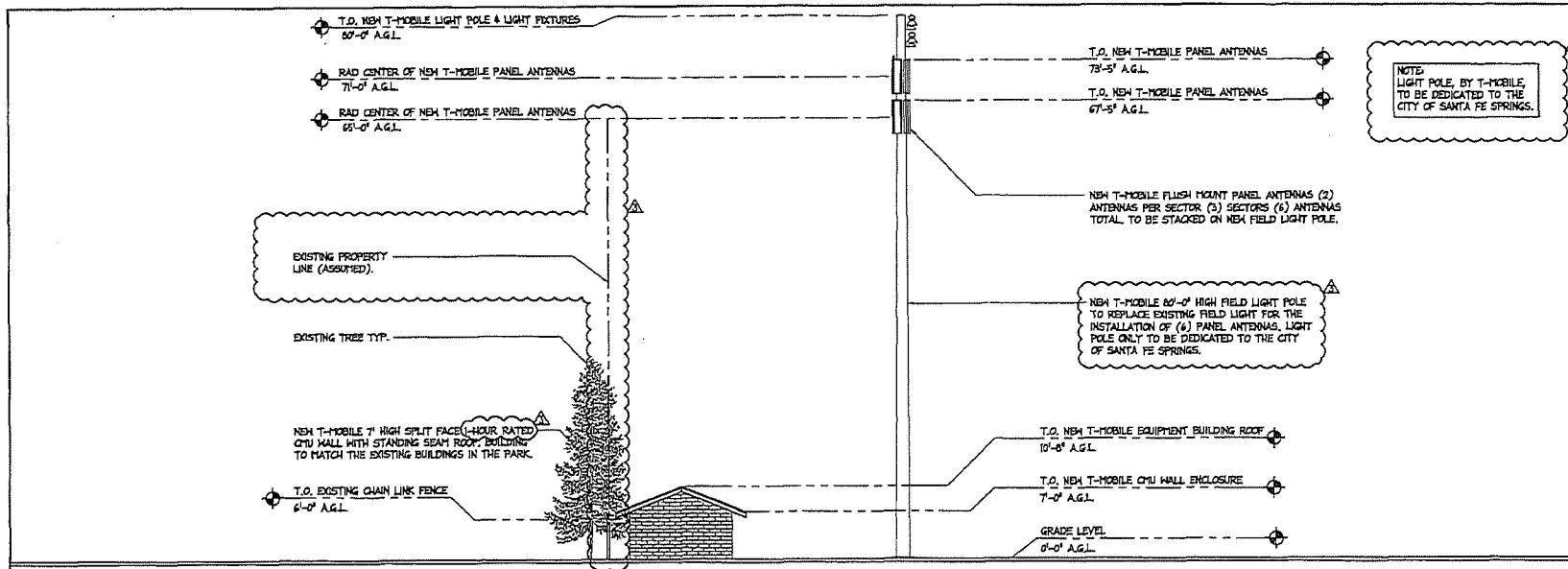
SEAL:

SHEET TITLE:

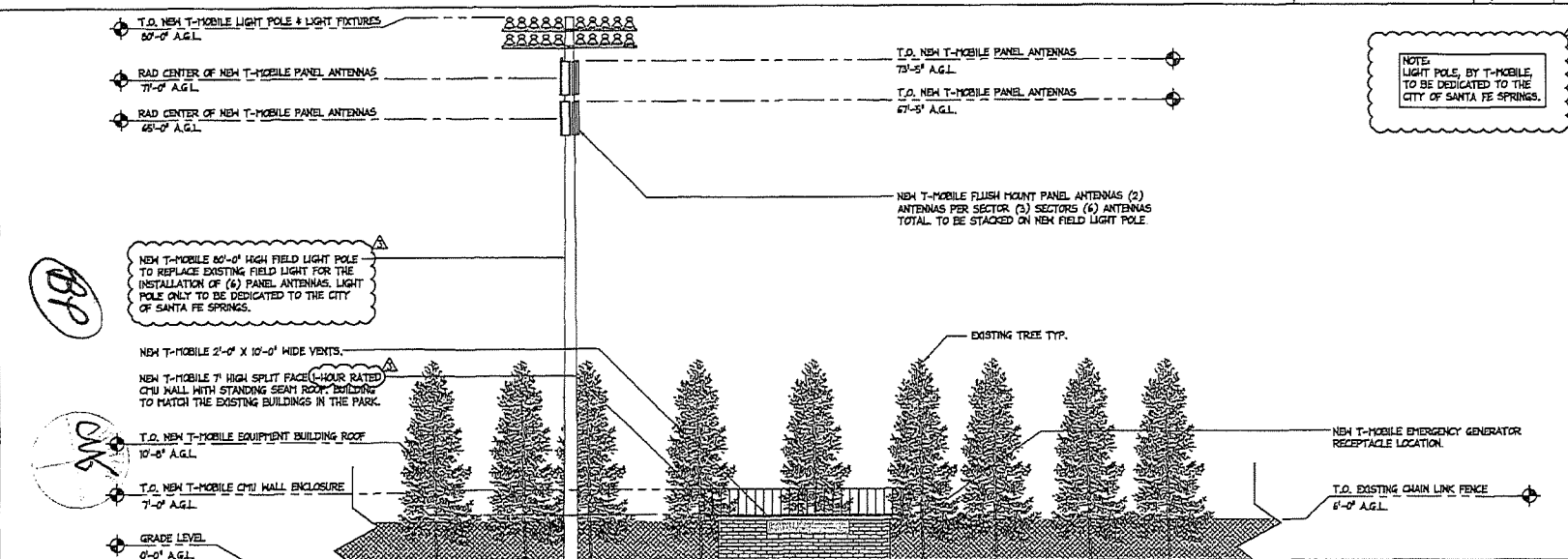
SITE PLAN

SHEET NUMBER:

A-1



NORTH ELEVATION



WEST ELEVATION

T-Mobile
Get more from life

3 MACARTHUR PLACE, SUITE 1100
SANTA ANA, CA 92707

PLANS PREPARED BY:

ACD
ARCHITECTS - INC.

26710 ENTERPRISE #400
LAKE FOREST, CA 92630
PHONE: (949) 715-9940
FAX: (949) 297-4785

CONSULTING GROUP:

SEQUOIA
DEVELOPMENT SERVICES, INC.
ONE VENTURA, SUITE 300
IRVINE, CA 92618

NO.	DATE	DESCRIPTION	BY
1	05/12/09	90% ZD'S FOR REVIEW	JY
2	05/18/09	100% ZD'S FOR REVIEW	JY
Δ	05/24/10	CLIENT REVISIONS	FN

SITE INFORMATION:

LITTLE LAKE PARK

LA13144C

10900 PIONEER BLVD.
SANTA FE SPRINGS, CA 90670

SEAL:

SHEET TITLE:

**ARCHITECTURAL
ELEVATIONS**

SHEET NUMBER:

A-4

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION ("**First Amendment**") is made on this _____ day of _____, 2020 (the "**Effective Date**"), by and between the City of Santa Fe Springs, a municipal corporation ("**Landlord**") and PTI US Towers II, LLC, a Delaware limited liability company, as ultimate successor in interest to T-Mobile West Corporation ("**Tenant**").

WHEREAS, Landlord and Tenant, or their respective predecessors-in-interest, entered into that certain Site Lease With Option, dated September 1st, 2010 (the "**Lease**") for the use of a certain portion of the Landlord's Property and the lease of the Lease Area (as the terms "Property" and "Lease Area" are defined in the Lease), for all purposes stated in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease Agreement to extend the term of the Lease Agreement; and

WHEREAS, Landlord and Tenant, in their mutual interest, desire to amend and modify the Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **Ratification.** Landlord and Tenant hereby ratify, confirm, and adopt the terms and conditions of the Lease as amended herein, and further acknowledge and agree that the Lease is in full force and effect, and neither Landlord and Tenant, as of the Effective Date, is in breach under the terms of the Lease.
2. **Term.**
 - a. The first sentence of Section 3 of the Lease is hereby amended and restated in its entirety to read: "Following the Initial Term, Tenant shall have the right to extend this Lease for five (5) additional five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein."
 - b. Landlord and Tenant acknowledge and agree that (i) the Lease has been in effect since the Commencement Date (as defined in the Lease), and (ii) as of the Effective Date of this First Amendment, the current Renewal Term, which is the first of five (5) Renewal Terms, expires on January 17, 2026, such that the remaining maximum term of the Lease as amended by this First Amendment, inclusive of all remaining Renewal Terms, is twenty (20) years from January 17, 2026.
3. **Tenant's Notice Address.** Landlord and tenant acknowledge and agree that the notice address for Tenant with respect to the Lease shall be as follows:

PTI US Towers II, LLC
Attention: Legal Department
999 Yamato Road, Suite 100
Boca Raton, Florida 33431
PTI Site ID Reference: CA-1014

4. Miscellaneous. Except as otherwise provided for in this Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control. This First Amendment may be executed by facsimile and in any number of counterparts, any of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. This First Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories and shall have been delivered to all parties. The parties understand, acknowledge and agree that execution and delivery of this First Amendment by facsimile or as a “.pdf” shall be deemed for all purposes to be enforceable as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of Effective Date.

TENANT:

LANDLORD:

PTI US Towers II, LLC
a Delaware limited liability company

City of Santa Fe Springs
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____





City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

September 10, 2020

NEW BUSINESS

Authorize the Purchase of Self-Checkout Machines from Bibliotheca by Piggybacking off of Sourcewell Cooperative Contract No. 081419-SHI

RECOMMENDATIONS:

- Authorize the purchase of self-checkout machines from Bibliotheca by piggybacking off of Sourcewell cooperative contract No. 081419-SHI and;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$28,863.31 for this transaction.

BACKGROUND

The existing self-checkout machines in the City Library were originally purchased and installed in 2010 as part of the Library's renovation project. After 10 years of use in the City Library, the machines are in need of replacement. The existing self-checkouts are considered "legacy" equipment and, unfortunately, the software has outstripped the functionality of the hardware.

Bibliotheca is the current vendor in use at the City Library for the radio frequency identification technology. In utilizing these machines, there will be a seamless transition into using a more functional and innovative product.

FISCAL IMPACT

The City Council approved a total of \$28,000 in the Fiscal Year 2020/2021 budget for self-checkout machine replacement at the City Library. This purchase will go over that amount by \$863.31, as the total is \$28,863.31 for this transaction.

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

Raymond R. Cruz
City Manager

Attachments:

1. SHI Vendor Quote
2. Sourcewell Contract



Pricing Proposal
Quotation #: 19147852
Created On: 7/15/2020
Valid Until: 9/30/2020

City of Santa Fe Springs

Joyce Ryan

11710 E. Telegraph Road
Santa Fe Springs, CA 90670
United States
Phone: (562) 868-0511
Fax:
Email:

Inside Account Executive

Jon Bateky

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-584-8251
Fax: 732-564-3099
Email: jon_bateky@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 selfCheck 500D desktop kiosk bibliotheca Group GmbH - Part#: SCK500001-000-US	2	\$8,749.00	\$17,498.00
2 Disc Media Unlocker Model 1230 bibliotheca Group GmbH - Part#: SCK307001-000-US	2	\$3,601.82	\$7,203.64
3 libraryConnect Devices (for patron count reporting) bibliotheca Group GmbH - Part#: SWR000004-000-US	2	\$99.00	\$198.00
Subtotal			\$24,899.64
Shipping			\$1,221.00
*Tax			\$2,742.67
Total			\$28,863.31

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...

Aimee Ballenger

Title: Public Program Manager

Date: 11/12/2019 | 8:35 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
290 Davidson Ave.
Address: Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader.</p> <p>Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success.</p> <p>As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively.</p> <p>We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.</p>

8	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member.</p> <p>In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner.</p> <p>In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem.</p> <p>It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units.</p> <p>Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.</p>
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9	<p>What are your company's expectations in the event of an award?</p>	<p>SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include</p> <ol style="list-style-type: none"> 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: <ul style="list-style-type: none"> • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. <p>We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space.</p> <p>Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively.</p> <p>If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year.</p> <p>In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.</p>
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10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth.</p> <p>The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach.</p> <p>Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives.</p> <p>Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues.</p> <p>We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.</p>
11	What is your US market share for the solutions that you are proposing?	<p>Overall Market Share based on Fortune 100, 500 & 1000</p> <ul style="list-style-type: none"> • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) <p>SHI Overall Product Mix</p> <ul style="list-style-type: none"> • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking <p>Market Share Indicators for Software</p> <p>SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer.</p> <p>Market Share Indicators for Hardware</p> <p>OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.</p>
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services.</p> <p>As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants.</p> <p>We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations.</p> <p>Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide:</p> <ul style="list-style-type: none">• A robust presence that can fully support Members' technology needs, saving them both time and money.• A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase.• A strong relationship with industry partners.• An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. <p>We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts.</p> <p>Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members.</p> <p>Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment.</p> <p>SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers.</p> <p>Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement."</p> <p>We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.</p>																		
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers.</p> <p>We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response.</p> <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
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AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs.</p> <p>SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories.</p> <p>At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist.</p> <p>Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals.</p> <p>The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services.</p> <p>Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value.</p> <p>Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion.</p> <p>2019 Awards</p> <ul style="list-style-type: none"> • Microsoft US Surface Transformation Reseller of the Year • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Ranked 10th on CRN's 2019 Solution Provider 500 • Dell Technologies Transformational Partner of the Year • SOPHOS Cloud Partner of the year • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Intel Partner of the Year for Marketing: Training for Results - Sales • CRN's 2019 Managed Service Provider 500 - Elite 150 Category • Forbes Best Employers for Diversity 2019 • Adobe Digital Media Worldwide Partner of the Year <p>2018 Awards</p> <ul style="list-style-type: none"> • VMware Partner Innovation Award: Transform Networking & Security • VMware Partner Innovation Award: Partner of the Year – Americas • VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas • Panasas Accelerate Newcomer Partner of the Year 2018 • Citrix Networking Partner of the Year • CloudHealth North America Partner of the Year • Cisco US Commercial POY - South Area • Cisco Capital POY - South Area • Cisco US Commercial POY - West Area • Cisco Advanced Collaboration Partner of the Year • Austin American-Statesman Top Workplaces • RSA North American SecurID® Suite Partner of the Year • Pure Storage Disruptor of the Year Partner Award • Partner of the Year - Municipal Information Systems Association (MISA) of Ontario • Ranked 8th on CRN's 2018 Solution Provider 500 • MSI Outstanding Channel Partner Award • Intel Partner of the Year PC Client Solution Award <p>2017 Awards</p> <ul style="list-style-type: none"> • VMware Americas Marketing Partner of the Year • VMware Global Marketing Partner of the Year • Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		<ul style="list-style-type: none"> • Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers 	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract <ul style="list-style-type: none"> • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract <ul style="list-style-type: none"> • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract <ul style="list-style-type: none"> • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract <ul style="list-style-type: none"> • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA <ul style="list-style-type: none"> • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million 	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels!</p> <p>In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.</p> <p>U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team.</p> <p>Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion.</p> <p>Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to-day needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal.</p> <p>SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish.</p> <p>Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada.</p> <p>And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources.</p> <p>All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed.</p> <p>In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services.</p> <p>We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.</p>
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26	Dealer network or other distribution methods.	<p>SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.</p> <p>In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.</p> <p>In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.</p> <p>While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.</p> <p>Our major distribution centers are located strategically in:</p> <ul style="list-style-type: none"> • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ • Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA <p>SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.</p>
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27	Service force.	<p>We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas:</p> <p>Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.</p> <p>Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI.</p> <p>Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing.</p> <p>Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members!</p> <p>Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.</p> <p>Service Providers – SHI provides services in one of three ways:</p> <p>(1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers.</p> <p>(2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed.</p> <p>(3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract.</p> <p>Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers.</p> <p>With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.</p>

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMS will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMS will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		<p>It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI.</p> <p>Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets:</p> <ol style="list-style-type: none"> 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. <p>We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	<p>SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract.</p> <p>SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies.</p> <p>We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.</p>

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so!</p> <p>We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell.</p> <p>Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include</p> <p>Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com</p> <p>and</p> <p>Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com</p> <p>We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this:</p> <p>First week:</p> <ul style="list-style-type: none"> • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Some of the digital marketing-related items that contract customers can expect to receive and access include:</p> <p>SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News.</p> <p>Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th!</p> <p>Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested.</p> <p>Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule.</p> <p>Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically.</p> <p>With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle.</p> <p>As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members.</p> <p>We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project.</p> <p>SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.</p>

35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs.</p> <p>All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416</p> <p>SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal.</p> <p>SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing.</p> <p>Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs.</p> <p>SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards.</p> <p>In addition, we support the following Punch-out types:</p> <ul style="list-style-type: none"> • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT <p>Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment.</p> <p>Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools.</p> <p>Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.</p> <p>Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.</p>
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Value-Added Attributes

Line Item	Question	Response *
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36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members.</p> <p>While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs.</p> <p>A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments.</p> <p>Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training.</p> <p>Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings:</p> <p>CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment.</p> <p>Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!).</p> <p>SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world.</p> <p>Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations.</p> <p>Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment.</p> <p>Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service.</p> <p>Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff.</p> <p>Our environmental initiatives focus on four areas:</p> <ul style="list-style-type: none"> • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal <p>And we exercise due diligence to:</p> <ul style="list-style-type: none"> • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage <p>SHI's goal is to consume less energy and reduce our environmental impact. We take action through:</p> <ul style="list-style-type: none"> • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvfY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs.</p> <p>Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization.</p> <p>Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda</p> <p>SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission)</p> <p>SHI also has MWBE certifications with the following state governments:</p> <ul style="list-style-type: none"> • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin <p>SHI Diversity Awards (Historical Listing)</p> <ul style="list-style-type: none"> • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.</p> <p>We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.</p> <p>SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.</p> <p>We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.</p> <p>License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes</p> <p>License Management System —Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System —this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software.</p> <p>In addition, we provide:</p> <ul style="list-style-type: none"> • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services <p>Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets.</p> <p>Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.</p>
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract.</p> <p>Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada.</p> <p>As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMS, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well!</p> <p>Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration.</p> <p>Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.</p>
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Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed.</p> <p>If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Typically warranty services from an OEM will not cover items from other manufacturers.</p> <p>SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.</p>

48	What are your proposed exchange and return programs and policies?	<p>SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.</p> <p>Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer.</p> <p>Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher.</p> <p>At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!</p>
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49	Describe any service contract options for the items included in your proposal.	<p>SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary.</p> <p>In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee.</p> <p>We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance.</p> <p>The benefits of our Enterprise Warranties include</p> <ul style="list-style-type: none"> • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. <p>In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides</p> <ul style="list-style-type: none"> • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. <p>Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens.</p> <p>Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use!</p> <p>If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.</p> <p>We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.</p> <p>In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.</p>
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Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	<p>Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?</p>	<p>Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products.</p> <p>The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer.</p> <p>Differences between Hardware Leasing and Software Financing</p> <p>Typically, our two lease options include Hardware (equipment) and finance Software.</p> <p>Hardware Leasing:</p> <p>SHI offers the following types of hardware leasing:</p> <p>Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale.</p> <p>\$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense.</p> <p>The benefits to leasing hardware with SHI include :</p> <ul style="list-style-type: none"> • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. <p>Software Financing</p> <p>SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.</p>
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52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI.</p> <p>We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase.</p> <p>The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote.</p> <p>Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com</p> <p>Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers.</p> <p>We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers.</p> <p>Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/</p> <p>We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success.</p> <p>We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review.</p> <p>We have attached a pricing document for your reference in the document upload section.</p>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>SHI is able to ship products via any method the customer desires. These include:</p> <p>Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration.</p> <p>Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting.</p> <p>Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting.</p> <p>Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
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Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved.</p> <p>A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>In our experience, there are a few key indicators of success for contracts of this type:</p> <p>1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month.</p> <p>2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract.</p> <p>3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts.</p> <p>4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.</p>
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	<p>SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively.</p> <p>Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members.</p> <p>Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements.</p> <p>As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members.</p> <p>Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term.</p> <p>Our strategy for success with multiple purchasing contracts is further comprised of these steps:</p> <ul style="list-style-type: none">• Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines.• SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases.• SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence.• SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions.• SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. <p>Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member.</p> <p>As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised:</p> <p>"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."</p>																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners.</p> <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOVA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOVA PERKINS	Authorized Partner
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BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOVA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		<ul style="list-style-type: none"> • Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMware VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security <p>Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.</p>
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	<p>Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed.</p> <p>Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices.</p> <p>Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success.</p> <p>Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada.</p> <p>This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team, Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country.</p> <p>Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
- [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
- Warranty Information (optional)
- [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
- Supplemental Pricing Documentation (if needed) (optional)
- Additional Document (optional)

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

September 10, 2020

NEW BUSINESS

Resolution No. 9692 – Request for Parking Restriction along Gannet Street between Radburn Avenue and Bonavista Avenue

RECOMMENDATION

- Adopt Resolution No. 9692 to prohibit the parking and stopping of vehicles on the west/south side of Gannet Street from a point 200 feet north of Radburn Avenue to Bonavista Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

BACKGROUND


The Traffic Commission at their meeting of August 20, 2020, reviewed the attached Traffic Engineer's Report requesting the implementation of overnight parking restrictions during the hours of 6:00 PM and 6:00 AM on the west/south side of Gannet Street from a point 140 feet south of Radburn Avenue to Bonavista Avenue. The parking restriction is specifically along the frontage of 13930 and 14030 Gannet Street and includes a provision that could allow the towing of vehicles that violate the parking restriction.

The parking restriction is a request from Southland Polymers located at 13930 and 14030 Gannet Street to deal with the safety impacts of long-term truck parking and the influx of RV parking along their frontage.

The Traffic Commission voted 4 to 0 to recommend to the City Council consideration and approval of the proposed parking restriction along with the provision for the towing of vehicles that violate the parking restriction.

Subsequently to the Traffic Commission meeting, Southland Polymers has contacted staff and indicated that they would like to revise their request from No Stopping 6:00 PM to 6:00 AM with the provision for towing of violators to No Stopping Any Time with the provision for towing of violators.

Staff recommends approving the revised parking restriction that has been recently requested by Southland Polymers and implementing the restriction along their Gannet Street frontage.


Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Resolution No. 9692

Attachment No. 2: Traffic Commission Report

Report Submitted By: Noe Negrete
Director of Public Works



Date of Report: September 3, 2020

RESOLUTION NO. 9692

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA PROHIBITING PARKING OF VEHICLES AT CERTAIN LOCATIONS
DURING CERTAIN HOURS**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE AND
ORDER AS FOLLOWS:

Section 1. Pursuant to the provision of Section 72.20 of the City Code, when
authorized signs are in place giving notice thereof, the following location is designated as
a place where no person shall stop, stand or park a vehicle at any time:

West and South sides of Gannet Street from a point 200 feet north of
Radburn Avenue to Bonavista Avenue

When signs are posted giving notice thereof, any vehicle which is parked or left standing
in violation of the provisions of this Resolution, shall be removed pursuant to the
provisions of Vehicle Code Section 22651 (n).

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

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

August 20, 2020

TRAFFIC ENGINEER'S REPORT

Request for Parking Restriction on Gannet Street between Radburn Avenue and Bonavista Avenue

RECOMMENDATION


That the Commission recommend to the City Council that a parking restriction between the hours of 6:00 p.m. and 6:00 a.m. be implemented on the west side of Gannet Street between Radburn Avenue and Bonavista Avenue and implement a tow-away zone within the same limits for vehicles that violate the restriction.

DISCUSSION

A request for parking restrictions in front of 13930 and 14030 Gannet Street has been received from Mr. Francisco D'Angelo of Southland Polymers. He indicates that they have been dealing with long-term parking of trucks and the safety/visibility issues associated with the trucks parking next to their driveways. Now they are dealing with motorhomes and RVs parking along Gannet Street which has created additional problems such as holes being cut in their fences so that inhabitants of the motorhomes can access the water faucets as well as the same people manually turning on and leaving on their sprinkler systems to obtain water. Mr. D'Angelo was presented with several different parking restriction options available to him to try to eliminate the problems he is dealing with, and he has selected the no on-street parking restriction.

Gannet Street is an industrial collector street that runs from Valley View Avenue to Radburn Avenue. North of Radburn Avenue, Gannet Street becomes Anson Avenue and continues northerly to Borate Street. Between Bonavista Avenue and a point 600 feet s/o Radburn Avenue, Gannet Street curves to the northeast. Gannet Street has a curb-to-curb street width of 52 feet. Gannet Street consists of one lane in each direction that are separated by a double yellow centerline. The posted speed limit on Gannet Street is 35 MPH and parking generally is generally permitted on both sides of the street. The street is flat and has an east/west orientation between Valley View Avenue and Bonavista Avenue. The critical speed along Gannet Street was found to be 39 MPH per the 2016 Engineering & Traffic Study. The abutting development along Gannet Street is light industrial/manufacturing-type development.


Staff has reviewed the request and have verified the parking issues identified by Southland Polymers. Staff recommends that the Traffic Commission concur with the request of the Southland Polymers and recommend to the City Council that parking be prohibited on the west side of Gannet Street between Radburn Avenue and Bonavista Avenue during the hours of 6:00 p.m. and 6:00 a.m. The restrictions should include a provision for the towing of vehicles that violate the hours of the parking restrictions.


Noe Negrete
Director of Public Works

Attachments:

Attachment 1: Location Map

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: August 13, 2020



LOCATION MAP



City of Santa Fe Springs

City Council Meeting

September 10, 2020

NEW BUSINESS

On-Call Professional Engineering Services Contract Extension – Approve Extension for Six Existing Contracts

RECOMMENDATION

- Approve Contract Amendments for each of the following six (6) On-Call Engineering Firms to extend the term of each Agreement to June 30, 2021; and
- Authorize the Mayor to execute Contract Amendment Number Three for each of the On-Call Engineering Firms.

BACKGROUND

The City Council, at their October 8, 2015 meeting, awarded a contract to each of seven (7) Engineering Consulting Firms for On-Call Engineering Services. Ardurra Group, Inc., (formerly Anderson Penna), BKF Engineers Surveyors Planners, Fountain Head, Onward Engineering, PreScience, Southstar Engineering & Consulting, Inc. One firm was subsequently bought out, and the City did not retain them for On-Call consideration.

On July 25, 2019, City Council approved a one-year extension to the On-Call Engineering Services contracts. The On-Call Engineering Services contracts are scheduled to expire on October 8, 2020.

The On-Call Engineering firms provide support services to the Public Works/Engineering Division staff. These services include, but are not limited to, design, engineering, surveying and administration of street and water projects, architectural and landscape design, structural engineering for existing or proposed structures, construction management and inspection of capital improvements and public works maintenance projects, and general Staff augmentation for contract administration and management activities.

City staff is recommending that City Council approve the extension to June 30, 2021, for each of the On-Call Engineering Services contracts. This will allow staff sufficient time to draft a Request for Proposals, evaluate and interview qualified firms. Due to the COVID-19 pandemic, staff has not been able to draft the RFP. Staff anticipates requesting authorization to advertise for the RFP at a future Council meeting early next calendar year. Attached to this report is the template amendment to be executed with each of the six Engineering firms, as well as the original On-Call Engineering agreements for reference. All of the agreements are in substantially the same form.

LEGAL REVIEW

The City Attorney's office has reviewed Amendment Number Three.

Report Submitted By:

Noe Negrete
Director of Public Works

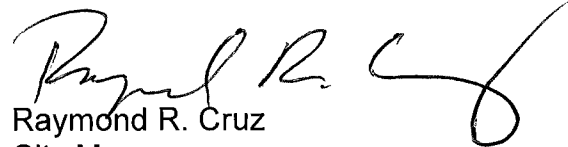
Date of Report: September 3, 2020

FISCAL IMPACT

Funding for the 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

The On-Call Engineering firms are engaged in several CIP projects approved by the City Council and critical to the safety and welfare of the residents and businesses, as well as protecting the City's assets.


Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Amendment Number Three

Attachment No. 2: Agreement Dated 10/08/2015

**THE CITY OF SANTA FE SPRINGS
ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT
AMENDMENT NUMBER THREE**

This Amendment Number Three ("Amendment") to the On-Call Professional Services Agreement ("Agreement") dated October 8, 2015, by and between _____, a (Consultant), and the City of Santa Fe Springs, a municipal corporation (City), is entered into by the parties with an effective date of October 9, 2020.

1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2021.

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

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

Company

William K. Rounds, Mayor

Name, Title

Date

Date

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered by and between the **CITY OF SANTA FE SPRINGS (CITY)**, and **Anderson Penna** (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the attached proposal dated August 4, 2015 and shall organize, supervise, prepare and complete said SERVICES as set forth therein and as required as per the Request For Proposals dated June 29, 2015.

2. The term of this Agreement shall commence on October 8, 2015 and end on October 8, 2018, unless the SERVICES are completed sooner or terminated as provided herein.

3. CITY shall compensate CONSULTANT for the SERVICES at the rates detailed in the Proposer's Schedule of Hourly Rates. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.

4. CONSULTANT hereby acknowledges that obtaining a CITY business license may be required to perform the SERVICES specified in this Agreement.

5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent Consultant and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.

6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

8. CONSULTANT shall comply with CITY's Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,

b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.

c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

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.

Angelique M. Lucero
CONSULTANT SIGNATURE

11/9/2015
DATE

Angelique M. Lucero
NAME (PRINT)

CFO
TITLE

AndersonPenna Partners, Inc
COMPANY NAME

Corporation ☒

Sole Proprietor ☐

Partnership ☐

LLC ☐

20-3110850
SSN OR TAX ID#

3737 Birch St., Ste 250
ADDRESS

Newport Beach CA 92660
CITY, STATE, ZIP

(949) 428-1500
TELEPHONE NO.

[Signature]
CITY MANAGER

11.12.15
DATE

[Signature]
DEPARTMENT HEAD SIGNATURE

11/13/15
DATE

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
(562) 868-0511

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) AndersonPenna Partners, Inc. SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____ E-MAIL ADDRESS alucero@andpen.com MAILING ADDRESS 3737 Birch St, Ste 250 BUSINESS ADDRESS - Remittance PO Box 2999 CITY, STATE, ZIP CODE Newport Beach CA 92660 Phoenix AZ 85062-2999		
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 20 - 3110850 <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS ENTER SOCIAL SECURITY NUMBER: _____ <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4	PAYEE RESIDENCY STATUS <input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Angelique M. Lucero TITLE CFO SIGNATURE Angelique M. Lucero DATE 11/9/15 TELEPHONE (949) 428-1500		
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		



City of Santa Fe Springs

City Council Meeting

September 10, 2020

NEW BUSINESS

Los Nietos Road Street Improvements – Award of Contract

RECOMMENDATION

- Accept the bids; and
- Award a contract to All American Asphalt of Corona, California, in the amount of \$2,634,444.00.

BACKGROUND

The Los Nietos Road Street Improvements project encompasses the boundaries from Pioneer Boulevard to Painter Avenue. The project consists of the removal of 2 to 5 inches of existing asphalt concrete pavement and the placement of a new 2 to 5 inches of fiber reinforced asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

Bids were opened on August 25, 2020, and a total of nine bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was All American Asphalt of Corona, California, with a bid totaling \$2,634,444.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>		<u>Bid Amount</u>
1. All American Asphalt.	\$	2,634,444.00
2. Hardy & Harper Inc.	\$	2,745,950.00 *
3. Sequel Contractors Inc.	\$	2,928,000.00
4. R.J. Noble Company	\$	2,956,523.00
5. Excel Paving Company	\$	2,972,854.00
6. Sully-Miller Contracting Co.	\$	2,992,413.57 **
7. Onyx Paving Company, Inc.	\$	3,024,000.00
8. Griffith Company	\$	3,123,963.00
9. Shawnan	\$	3,223,698.00

The bid submitted by All American Asphalt in the amount of \$2,634,444.00 is approximately 22.58% below the Engineer's Estimate of \$3,403,000.00. *The bid from Hardy & Harper was not summed correctly, with their bid read at \$2,746,000. **The bid from Sully Miller was read at \$3,008,625.70. There was an error in their bid and the correct number is shown in the table above.

The Department of Public Works has reviewed the bids and determined the low bid submitted by All American Asphalt to be responsive and responsible.

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: September 3, 2020

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The total estimated cost for the Project is \$3,850,000. In order to reduce the amount of funding required from CIP funds, staff has secured other funds (just over \$1m) for this project as follows:

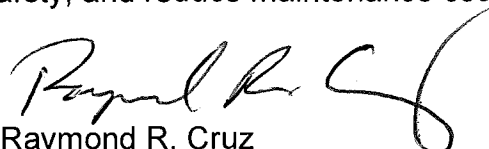
a. SB 1 Funds (FY 2020-2021):	\$	313,845
b. Measure M Funds	\$	685,903
c. CIP Bond Funds:	\$	<u>2,850,252</u>
Total:	\$	<u>3,850,000</u>

The total project expenditure breakdown is as follows:

<u>ITEM</u>		<u>BUDGET</u>
Construction	\$	2,634,444
Design	\$	350,000
Engineering	\$	180,000
Inspection	\$	155,000
Contingency	\$	<u>530,556</u>
Total Construction Cost:	\$	<u>3,850,000</u>

INFRASTRUCTURE IMPACT

The Los Nietos Road Street Improvements project will improve the condition of the existing roadway, enhance operational safety, and reduce maintenance costs.


Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**LOS NIETOS ROAD STREET IMPROVEMENTS
(Pioneer Boulevard to Painter Avenue)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 10th day of September, 2020, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and All American Asphalt as CONTRACTOR in the amount of \$2,634,444.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

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

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

ARTICLE VII

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

20104.50.

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

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

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

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

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

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A

request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

(e) For purposes of this article:

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

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

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

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

ARTICLE VIII

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

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

CONTRACTOR
ALL AMERICAN ASPHALT

By: _____
Edward J. Carlson, Vice President

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
WILLIAM K. ROUNDS, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

September 10, 2020

NEW BUSINESS

Resolution No. 9693 – Updating the List of Designated Employees Required to File a Conflict of Interest Form

RECOMMENDATION

- Adopt Resolution No. 9693, updating the list of designated employees required to file a conflict of interest form.

BACKGROUND

The Political Reform Act, Government Code Section 82000, et. Seq., requires every state and local government agency to adopt a Conflict of Interest Code which identifies positions within the agency which are involved in making or participating in the making of decisions which may foreseeably have a material financial effect on any financial interest. The Act also requires that the agency review its Code bi-annually to determine if changes in position designations are required.

Since the last review in 2018, it is necessary to update the Designated Employees List by adoption of Resolution No. 9607.

LEGAL REVIEW

The City Attorney's office has reviewed the Resolution and its attachment.

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

Raymond R. Cruz
City Manager

Attachment:
Resolution No. 9693

RESOLUTION NO. 9693

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SANTA FE SPRINGS RESCINDING RESOLUTION NO. 9523
ADOPTING A CONFLICT OF INTEREST CODE, APPLICABLE
TO DESIGNATED POSITIONS FOR THE CITY, SUCCESSOR
AGENCY, PUBLIC FINANCING AUTHORITY HOUSING
SUCCESSOR AND WATER UTILITY AUTHORITY**

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, state law as specified in the Political Reform Act (the Act) requires the City Council as the code-reviewing body to direct the review of its conflict of interest code; and

WHEREAS, the Act further requires the submission of a revised conflict of interest code for approval by the code-reviewing body or the notification of said body that no changes are necessary; and

WHEREAS, the Fair Political Practices Commission had adopted a regulation, 2 Cal. Adm. Code Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, The City of Santa Fe Springs may incorporate in its Conflict of Interest Code, by reference, regulation 2 Cal. Adm. Code Section 18730; and

WHEREAS, the Code has been amended over time to incorporate changes in regulations, departmental organizational structure, changes in job classifications, and the addition and deletion of certain boards and commissions; and

WHEREAS, Resolution No. 9607, adopted on October 11, 2018, City of Santa Fe Springs Conflict of Interest Code, requires minor amendments to reflect the current organizational structure of departments, their designated positions and level of disclosure; and

WHEREAS, the Council has determined that the attached Conflict of Interest Code accurately sets for the current organizational structure of departments, their designated positions, and the respective categories of

APPROVED:
ITEM NO.:

financial interests which should be made reportable and those boards and commissions which should be designated and the respective categories of financial interests which should be made reportable by their members; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:

Section 1. Resolution No. 9607 and any other previous adopted resolution regarding the Conflict of Interest Code are hereby rescinded.

Section 2. In compliance with Government Code Section 87300, the City Council hereby adopts the attached Conflict of Interest Code, Exhibit "A" Designated Employees and Exhibit "B" Appendix of Disclosure Categories and incorporates Regulation 2, California Code of Regulations by reference.

Section 3. The City Clerk will review the City's Conflict of Interest Code on an annual basis and if changes are required will submit a revised code for Council approval, or if no changes are necessary so notify the City Council, by the applicable deadline specified in the Political Reform Act.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and it shall take effect and be in force.

APPROVED AND ADOPTED on this ____ day of September 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
William Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

EXHIBIT “A”

Designated Employees

The following is a listing of positions for which the employee is required to submit Statements of Economic Interest (Form 700) pursuant to the Political Reform Act of 1974.¹

To the extent that certain positions are required to perform actions on behalf of the City and also another agency or authority (such as the Successor Agency), the following disclosure requirements shall also apply to duties performed on behalf of any such agency/agencies.

<u>Title</u>	<u>Disclosure Categories</u>
<u>ADMINISTRATION</u>	
City Manager	A-1,A-2,B,C,E,F inclusive
City Clerk	A-1,A-2,B,C,E,F inclusive
Human Resources Manager	A-1,A-2,B,C,E,F inclusive
<u>DEPARTMENT OF COMMUNITY SERVICES</u>	
Dir of Comm. Services	A-1,A-2,B,C,E,F inclusive
Library Services Division Director	A-1,A-2,B,C,E,F inclusive
Parks & Recreation Manager	A-1,A-2,B,C,E,F inclusive
Family & Human Services Manager	A-1,A-2,B,C,E,F inclusive
<u>DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES</u>	
Dir. of Finance and Administrative Services	A-1,A-2,B,C,E,F inclusive
Accounting Manager	A-1,A-2,B,C,E,F inclusive
Finance Manager	A-1,A-2,B,C,E,F inclusive

¹ Government Code § 87200 already requires the following individuals (among others) to disclose their economic interests: mayors, city council members, planning commissioners, city managers, city attorneys, city treasurers, other public officials who manage public investments, and candidates for any of these offices at any election. For ease of reference, this Conflict of Interest Code includes some of these positions, even though they already have statutory disclosure obligations. This code is not intended to increase or decrease their existing statutory obligations to disclose.

Dir of Purchasing	A-1,A-2,B,C,E,F inclusive
Dir of Technology Services	A-1,A-2,B,C,E,F inclusive

FIRE DEPARTMENT

Fire Chief	A-1,A-2,B,C,E,F inclusive
Battalion Chief	A-1,A-2,B,C,E,F inclusive

FIRE DEPARTMENT - Continued

Dep. Dir. of Environmental Protection Services	A-1,A-2,B,C,E,F inclusive
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PLANNING DEPARTMENT

Dir. of Planning	A-1,A-2,B,C,E,F inclusive
Senior Planner	A-1,A-2,B,C,E,F inclusive

DEPARTMENT OF POLICE SERVICES

Dir. of Police Services	A-1,A-2,B,C,E,F inclusive
-------------------------	---------------------------

PUBLIC WORKS DEPARTMENT

Dir. of Public Works	A-1,A-2,B,C,E,F inclusive
Asst. Dir. of Public Works	A-1,A-2,B,C,E,F inclusive
Municipal Services Manager	A-1,A-2,B,C,E,F inclusive
Utility Services Manager	A-1,A-2,B,C,E,F inclusive
Capital Improvements Manager	A-1,A-2,B,C,E,F inclusive

CONSULTANTS

Consultants (and certain people filling new positions – see below) shall be included in the list of designated employees and shall disclose, pursuant to the broadest disclosure category in the Code, subject to the following limitations:

The City Manager or Agency's Executive Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager/Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Commission Regulation Section 18700.3 defines "consultant" as an individual who, pursuant to a contract with a state or local governmental agency:

- (1) Makes a governmental decision whether to:
 - a. Approve a rate, rule or regulation;
 - b. Adopt or enforce a law;
 - c. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 - d. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - e. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - f. Grant agency approval to a plan, design, report, study or similar item;
 - g. Adopt, or grant agency approval of, policies, standards or guidelines for the agency or for any subdivision thereof; or
- (2) Serves in a staff capacity with the agency and that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Newly Created Positions

To the extent required by Commission Regulation 18219, as it may be amended from time to time, "an employee in a newly created position that makes or participates in the making of decision and whose specific position is not yet listed in the conflict of interest code" is also required to disclose pursuant to the broadest disclosure category, subject to the same limitation, above, via which the City manager may determine, in writing, that the employee is not required to fully comply with the disclosure requirements, etc.

EXHIBIT "B"

Appendix of Disclosure Categories

LISTING OF DISCLOSURE CATEGORIES

- A-1 INVESTMENTS (LESS THAN 10% OWNERSHIP)
- A-2 INVESTMENTS (GREATER THAN 10% OWNERSHIP)
- B INTERESTS IN REAL PROPERTY
- C INCOME & BUSINESS POSITIONS (INCOME OTHER THAN LOANS, GIFTS, AND TRAVEL)
- D INCOME - LOANS
- E INCOME - GIFTS
- F INCOME - TRAVEL PAYMENTS



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

September 10, 2020

NEW BUSINESS

Consideration of Investigation Report and Possible Corrective Action Regarding Council Member Joe Angel Zamora's November 11, 2019 Conduct with Respect to a Fire Department Employee

RECOMMENDATION(S)

That the City Council take the following actions:

- Consider whether or not to take corrective action regarding Council Member Joe Angel Zamora's conduct on November 11, 2019 as established in the Investigation Report prepared by Gabriel Sandoval, Esq. of AALRR.
- If the City Council decides to take some type of corrective action, decide the manner of corrective action to take after providing Council Member Zamora with an opportunity to respond to the investigation report.
- Options for corrective action involving elected officials are limited, but include a resolution of censure and/or re-training on applicable City policies.

BACKGROUND


In November 2019, the City retained Gabriel Sandoval, Esq., of the law firm of Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") to conduct an impartial investigation concerning cross-complaints of misconduct that allegedly occurred during the 6th Annual Blazing Tees Charity Golf Tournament held on November 11, 2019 at Candlewood Country Club in Whittier, California. On the one hand, a City employee accused Council Member Joe Angel Zamora of harassing, discriminatory, and otherwise unprofessional or inappropriate conduct towards both he and his minor son during the golf tournament. On the other hand, Council Member Zamora accused the City employee of engaging in unprofessional or inappropriate conduct toward him at the golf tournament.

The investigator has completed the investigation and has made findings that some misconduct occurred and that certain City policies were violated. As to Council Member Zamora, the investigator concluded that his conduct violated the City's Code of Conduct for Elected Officials as well as the City's Anti-Discrimination/Harassment Policy. The investigator's conclusion regarding the City employee has been provided to the employee's department director.

The State's anti-discrimination/anti-harassment law requires employers to take all reasonable steps necessary to prevent discrimination and harassment from occurring. (Gov. Code § 12940, subd. (k).) This generally means that an employer must investigate complaints of discrimination and harassment and take corrective action against individuals who have been found to engage in conduct that violates an employer's anti-discrimination/anti-retaliation policy. As Council Member Zamora is an elected official rather than a City employee, it is within the City Council's purview to decide what, if any, corrective action to take.

Report Submitted By: Geoffrey S. Sheldon
Special Counsel

Date of Report: September 3, 2020


Raymond R. Cruz
City Manager

Attachment:

Investigation Report by Gabriel Sandoval, Esq. (Findings and determinations relating to the Fire Department employee have been redacted)

CONFIDENTIAL INVESTIGATIVE REPORT



Atkinson, Andelson
Loya, Ruud & Romo
A Professional Law Corporation

City of Santa Fe Springs
Investigative Report: Allegations Regarding
Councilmember Joe Angel Zamora and Patrick Carrillo

Prepared by:
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June 1, 2020

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CONFIDENTIAL INVESTIGATIVE REPORT

I. INTRODUCTION

A. BACKGROUND ON INVESTIGATION

This investigation concerns allegations made by Patrick Carrillo (“Mr. Carrillo”), a fire engineer with the City of Santa Fe Springs (“City”) Fire Department (“Department”), against Joe Angel Zamora, a City Councilmember. Specifically, Mr. Carrillo alleges that Councilmember Zamora (“Councilmember Zamora” or the “Councilmember”) engaged in “harassing,” “discriminatory,” and otherwise unprofessional or inappropriate conduct towards both his son, Samuel Carrillo (“Mr. S. Carrillo”), and him during the 6th Annual Blazing Tees Charity Golf Tournament (“Blazing Tees event”)¹ held on November 11, 2019 (Veterans Day) at Candlewood Country Club located in Whittier, California. The investigation also concerns allegations made by Councilmember Zamora that Mr. Carrillo engaged in unprofessional or inappropriate conduct toward him based on his interactions with Mr. Carrillo during the same Blazing Tees event.

On November 27, 2019, Debbie Ford (“Ms. Ford”), the City’s Human Resources Manager, requested that Atkinson, Andelson, Loya, Ruud & Romo (“AALRR”) conduct an attorney-client privileged investigation regarding the above-mentioned complaint concerning Councilmember Zamora and Mr. Carrillo.² In a letter dated December 12, 2019, Geoffrey Sheldon (“Mr. Sheldon”), Partner with Liebert Cassidy Whitmore and Counsel to the City, set forth the scope of the investigation, as further described detail below. Mr. Sheldon also requested that AALRR make a determination as to whether any of the complained-of conduct of Councilmember Zamora or Mr. Carrillo, if sustained, violated City policies and/or related codes.

Gabriel Sandoval (the “Investigator”), an attorney with AALRR, conducted the investigation and prepared this attorney-client privileged investigative report. Ms. Ford assisted the Investigator with the coordination of witness interviews and provided additional background/documentary information regarding the allegations.

II. THE INVESTIGATION PROCESS (METHODOLOGY)

A. SCOPE OF THE INVESTIGATION

The scope of the investigation concerns the following specific complained-of conduct that allegedly occurred on November 11, 2019 at the Blazing Tees event hosted by the Santa Fe Springs Firefighters IAFF, Local 3507:


- I. Did Councilmember Joe Angel Zamora engage in the behavior described in Mr. Carrillo’s December 9, 2019 e-mail to City Manager Ray Cruz?³ –**SUSTAINED**.

¹ The Santa Fe Springs Firefighters International Association of Fire Fighters (“IAFF”), Local 3507, hosted the Blazing Tees event from 8:00 a.m. to 6:00 p.m. on November 11, 2019 with proceeds benefiting the Autism Society of Los Angeles and other charitable activities.

² The City executed the legal services agreement with AALRR on December 11, 2019.

³ In his December 9th e-mail to Mr. Cruz with a copy to Fire Department Chief Brent Hayward (“Chief Hayward”), Mr. Carrillo identified the following complained-of conduct as the primary bases for his complaint: (1) Councilmember Zamora commented at or about 2:30 p.m. during the Blazing Tees event, “That is my mating call if you hear that, you know where to go,” in response to hearing a loud screeching sound made by a squirrel on the golf

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- a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course—SUSTAINED.
 - b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts—SUSTAINED.
 - c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath—SUSTAINED.
 - d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son—SUSTAINED.
2. If so, did Mr. Carrillo reasonably believe that any of the statements allegedly made by Councilmember Zamora towards Mr. Carrillo or his son were due to his/their actual/perceived sexual orientation?—SUSTAINED.
 3. 

B. DOCUMENTS REVIEWED

The Investigator reviewed the following relevant documents in this investigation:

Exhibit	Document
1	E-mail Correspondence from Patrick Carrillo to City Manager Ray Cruz with a copy to Fire Chief Brent Hayward re Formal Complaint against City Councilman Joe Angel Zamora, dated December 9, 2019;

course (the Councilmember's comment was allegedly made in the presence of Mr. Carrillo, his son, Mr. S. Carrillo, and other members of the Councilmember's and Mr. Carrillo's foursome teams); (2) Councilmember Zamora repeatedly teased Mr. Carrillo and his son about their matching golf shirts, during one encounter on the golf course at or about 3:00 p.m. on the same day, during which time the Councilmember allegedly described the shirts as "leopard skin shirts" or "leopard print shirts" or something to that effect and involved former Fire Department Chief Michael Crook ("Chief Crook") in his, the Councilmember's, teasing of Mr. Carrillo and his son; (3) after the golf tournament concluded, Mr. Carrillo and his son went to the restroom in the banquet hall at which time Councilmember Zamora entered the restroom and, without provocation, directed inappropriate comments to both Mr. Carrillo and his son, such as, "Well if I'm in here, you guys can't be in here because you're in the wrong restroom," making what Mr. Carrillo and his son believed to be a "homophobic reference"; and (4) Councilmember Zamora subsequently stared and smirked at Mr. Carrillo and his son while they were seated at their table in the banquet hall later in the day. See Exhibit 1.



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Exhibit	Document
2	E-mail Correspondence between the Investigator and Jennifer Krikorian, Counsel for Patrick Carrillo, re Request re Photographic Image of Shirts Worn by Mr. Carrillo and Son During Golf Fundraiser on Veterans Day, dated January 13 and 15, 2020;
3	E-mail Correspondence between the Investigator and Debbie Ford, the City's Human Resources Manager, re Inquiry re City Councilmember Matter, dated May 12 and 13, 2020;
4	Department Performance Evaluations of Patrick Carrillo;
5	City Code of Conduct for Elected and Appointment Officials (Adopted August 10, 2017); City Fire Department Administrative Orders: Index 1.2 (Mission Statement), Index 1.3 (Oath of Office), Index 1.4 (Code of Ethics); and Index 1.5 (Code of Conduct) (Effective: February 2008; Revised September 2019); City Harassment, Discrimination, and Retaliation Policy (Revised February 9, 2019); and City Resolution No. 5969 (Section XI. Disciplinary Actions) (Passed and Adopted May 25, 1995); and
6	Copies of Investigative Interview Transcripts of Witnesses.

C. THE WITNESSES

The Investigator interviewed the following witnesses in person, telephonically, or via Zoom for this investigation.⁵ The name and title of each witness and the date(s) of each interview are listed below. Mr. Carrillo and Councilmember Zamora, as the Complainants/Respondents, are listed first followed by the remaining witnesses listed in alphabetical order by each witness' last name:⁶

Name of Interviewee	Title	Date(s) of Interview
Patrick Carrillo	City Fire Engineer	December 23, 2019 (in person) and April 20, 2020 (via Zoom)

⁵ The Investigator experienced a delay in completing the investigation due to an inability to complete the investigative interview of Councilmember Zamora until March 24, 2020 due to an unforeseen personal reason encountered by the Councilmember.

⁶ The Investigator notes that before each interview began, each witness was advised of the following: 1) the interview is being recorded; 2) the Investigator is an attorney, but is not an advocate for any party; 3) the Investigator's role is to gather evidence and make factual findings regarding the complained-of conduct; 4) the witness' role is to respond fully and truthfully to the Investigator's questions; 5) the witness should maintain confidentiality of the questions asked and responses provided; 6) the Investigator will maintain confidentiality, but cannot guarantee absolute confidentiality; 7) the witness should not be subjected to retaliation for participating in the investigation; and 8) the witness must not retaliate against any participant in the investigation. After the Investigator advised the witness of the above information, the Investigator asked whether the witness had any procedural questions.

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Name of Interviewee	Title	Date(s) of Interview
Joe Angel Zamora	Councilmember	March 24, 2020 (in person)
Michael Crook	Former City Fire Chief	January 28, 2020 (in person)
Ray Cruz	City Manager	January 27, 2020 (in person)
Robert Garcia	City Public Works Department Maintenance Worker	January 17, 2020 (in person)
Brent Hayward	City Fire Chief	January 14, 2020 (in person)
Victor Marin	City Fire Battalion Chief	April 15, 2020 (telephonically)
Abel Meraz	City Electrician	January 17, 2020 (in person)
Kent Miller	Captain City of Whittier Police Department	February 14, 2020 (in person)
Daniel O'Marah	President-Elect of the City's Chamber of Commerce/Starbucks Store Manager	March 4, 2020 (in person)
Doug Rodgers	City Resident	March 16, 2020 (telephonically)
Katrina Rodgers	City Resident	March 16, 2020 (telephonically)
William "Bill" Rounds	City Mayor	February 6, 2020 (in person)
Travis Sandoval	City Paramedic Firefighter	January 14, 2020 (in person)
Tyler Stremel	City Firefighter	January 17, 2020 (in person)
Juanita Trujillo	City Councilmember	January 18, 2020 (in person)

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This investigative report does not include every detail described by the witnesses or contained within a document. Instead, this report assesses the relevant facts as they pertain to the specific complained-of conduct.

D. THE STANDARD OF PROOF FOR THIS INVESTIGATION

The standard of proof the Investigator used in making the findings of fact was whether, after weighing all of the information received, it was more likely than not that the complained-of conduct occurred, which is the “preponderance of evidence” standard of proof.

III. SUMMARY OF CRITICAL ELEMENTS OF WITNESSES’ STATEMENTS

The Investigator has included in the witnesses’ summaries only those portions of the respective statements of each witness that he considered in making his findings or that he used in his credibility analyses. To the extent necessary and material to the Investigator’s findings, witness credibility assessments have been made in the Factual Findings and Analyses Section set forth below. Full and complete transcripts of the investigative interviews of the witnesses are provided with this investigative report. See Exhibit 6.

The Investigator’s analysis of a witness’ credibility is based on a number of tangible and intangible factors, and consideration was given to direct and circumstantial evidence. Factors the Investigator considered in determining credibility include, but are not necessarily limited to: the extent of a person’s ability to perceive, to recollect, or to communicate accurately; the extent of a person’s opportunity to perceive any matter; the existence or nonexistence of a bias, interest, or other motive; consistent or inconsistent statements; the existence or nonexistence and corroboration of any fact provided by a person; any admission; and demeanor. See EEOC Enforcement Guidance: Vicarious Employer Responsibility for Unlawful Harassment, No. 915.20, p. 10 (June 18, 1999); and Fair Employment and Housing Workplace Harassment Guide for California Employers (May 2017).

A. SUMMARY OF KEY ELEMENTS OF COMPLAINANT/RESPONDENT FIRE ENGINEER PATRICK CARRILLO’S INTERVIEWS

1. Background

Mr. Carrillo has worked for the City Department for over 24 years. He served as a Department firefighter for 22 years and a fire engineer for last two years. Mr. Carrillo served as an auxiliary firefighter seven months before he secured full-time employment with the Department.

Mr. Carrillo said that his son and he have previously participated in the Blazing Tees event on one or two occasions. He said that his son is an avid golfer who plays golf in high school and likes to golf with him at every opportunity. He said that he looked at the Blazing Tees event as an opportunity to spend some time together with his son. Mr. Carrillo noted that his son recommended to him that they wear the same shirts from the golf tournament in which they had played for the Police Officers’ Association. Mr. Carrillo described the shirts as having a digital camouflage design, which is computer generated. He said his son told him, “Hey, it’s Veterans day. Let’s honor the veterans and let’s play in these t-shirts,” to which he responded, “Yeah, absolutely. Let’s do it.”

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Mr. Carrillo stated that Tyler Stremel ("Mr. Stremel"), a Department firefighter, and Travis Sandoval ("Mr. Sandoval"), a Department firefighter paramedic, were members of his foursome, which also included his son, Mr. S. Carrillo. Mr. Carrillo said that he did see Councilmember Zamora earlier in the day and verbally greeted him. He said that he did not believe that the Councilmember responded to him, but noted that he did not know whether the Councilmember saw that he greeted him because there were a lot of people at the event.

Mr. Carrillo said that other city officials and employees were also present at the Blazing Tees event, including City Manager Ray Cruz ("Mr. Cruz") and then Mayor and now Councilmember Juanita Trujillo ("Councilmember Trujillo"). He said that all Department personnel in attendance were there off-duty.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Mr. Carrillo said that a squirrel on a tree made a loud screeching sound toward the end of the day while he was on one of the last holes on the golf course. He said the screeching sound startled them because they were ready to play on the hole. He mentioned that Councilmember Zamora's foursome was at the hole right next to them, which was an estimated 20-30 feet away. Mr. Carrillo said that he did not know the members of Councilmember Zamora's foursome.

Mr. Carrillo said that everyone in his foursome heard the sound of the screeching squirrel. He noted that Councilmember Zamora then interjected, "Oh, did you hear that?" and subsequently stated, "Well, that's my mating call, so if you hear that, you'll know where I'll be." He said that the Councilmember then laughed and smirked. Mr. Carrillo said that people laughed at his comment, "You know, no big deal." Mr. Carrillo said that they then continued playing golf. Mr. Carrillo clarified that Councilmember Zamora looked in the direction of his, Mr. Carrillo's, foursome, which included his son, Mr. S. Carrillo, when he made the comment.

Mr. Carrillo said he found the Councilmember Zamora's comment "odd" particularly because his son, Mr. S. Carrillo, was next to him. He said that he also found the comment a "little unprofessional" given that the elected position that the Councilmember held.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Mr. Carrillo said he said that he and other members of his foursome were on their last hole at or about 3:00 p.m. at the Blazing Tees event. He said that his son and he were approaching the golf cart path and he stopped his cart because he noticed that Councilmember Zamora was approaching. He said that part of his cart was in the pathway and he reversed his cart because he wanted to be cordial to Councilmember Zamora. Mr. Carrillo said that Councilmember Zamora and another person in his cart drove up. He also commented that Chief Crook was less than 20 feet in front of Councilmember Zamora. Mr. Carrillo said that he was an estimated 10 to 15 feet from the carts of Chief Crook and Councilmember Zamora. Mr. Carrillo said that Councilmember Zamora and he stopped their carts and he told Councilmember Zamora, "Oh, Mr. Zamora. I'm sorry. Please go ahead," or something to that effect.

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Mr. Carrillo then said Councilmember Zamora told him not to worry about it, but then followed with the comment, "What I'm more worried about is what's up with those shirts?" He said that he then informed Councilmember Zamora that his son and he were golfing together and that they usually wear matching shirts when they golf together," noting that "[i]t's a father and son thing." He said that he believed he may have told this to the Councilmember twice. He said that Councilmember Zamora then looked up and down at him and his son and "kind of smirked and laughed and replied, "Well, I don't know about that." Mr. Carrillo said that he then looked at his son and "kind of shrugged his shoulders." He then clarified that Councilmember Zamora told them, "What's up with those leopard print shirts?" or something to that effect. Mr. Carrillo stated that Councilmember Zamora also told him during this encounter that he, the Councilmember, would not wear those types of shirts. Mr. Carrillo said he thought the Councilmember would end the conversation if he knew that Mr. S. Carrillo was his son, but instead the Councilmember continued to laugh and smirk. He said that he assumed that Chief Crook overheard him telling Councilmember Zamora that Mr. S. Carrillo was his son, but admitted that he was uncertain because Chief Crook was an estimated 10 to 20 feet away from them. He then said Chief Crook must have heard because he had heard other portions of the conversation and was "right next" to Councilmember Zamora in the golf cart.

Mr. Carrillo stated that Councilmember Zamora then yelled to Chief Crook, "Hey Crook, what's up with your guys over there?" He said that Chief Crook responded, "Oh, those aren't my guys. Those are Chief [Brent] Hayward's guys." He interpreted Chief Crook's comment as him indicating that he was no longer responsible because he was retired and no longer served as Fire Chief. Mr. Carrillo said that Councilmember Zamora then drove away in his cart and his son wanted to know who Councilmember Zamora was and why he made those comments to them. Mr. Carrillo stated that he told his son that the individual was Councilmember Zamora and "sometimes he talks that way."

Mr. Carrillo said that he did not want to get into detail with son and tried to defuse the situation because he could tell that his son was a little confused as to why Councilmember Zamora would make fun of their shirts. Mr. Carrillo said that his son asked him "Why would [Councilmember Zamora] say that they were wearing leopard print shirts? You told him I'm your son. We're matching. . . .we're playing golf. They're golf shirts." He said that he wanted to drop the topic because he did not want his son to dwell on Councilmember Zamora's comments. He noted, "I just wanted [my son] to keep playing golf." Mr. Carrillo that Mr. Sandoval and Mr. Stremel were not present when the Councilmember made comments about their matching shirts. He explained that they were at a different hole probably 30 to 40 feet away from the incident.

Mr. Carrillo said that his son and he then went over to the golf hole and Mr. Sandoval and Mr. Stremel asked what had happened. He said that he explained briefly to him what happened and they responded with, "That's not cool" or questioned why the Councilmember would engage in such conduct. He noted that his son was present when Mr. Sandoval and Mr. Stremel provided this feedback. Mr. Carrillo said that he then told them, "Let's just finish our hole and let's continue on."

Mr. Carrillo said that he noticed that his son was bothered by Councilmember Zamora's comments based on his demeanor. He said that his son "looked a little bit more like down" and "just was quiet." At the time that Councilmember Zamora commented on their matching shirts,

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Mr. Carrillo said that he did not interpret the Councilmember's comments as being homophobic or expressing that kind of sentiment when he made them. He did state that he found the Councilmember's comments, laugh, and smirk "kind of odd" and "unnecessary." Mr. Carrillo also clarified that he felt as if Councilmember Zamora was really the only person who commented negatively about the shirts his son and he wore at the Blazing Tees event. He further noted that everyone else made positive comments about their shirts throughout the day.

Mr. Carrillo said that he did not recall Councilmember Zamora referring to his matching shirt as "cute," but he said he did remember the Councilmember stating, "Those are not the type of shirts that I would wear." He confirmed Councilmember Zamora made this statement at the time the Councilmember communicated with Chief Crook about the matching shirts on the golf course.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. Carrillo said that after they concluded playing golf for the day his son, Mr. S. Carrillo, suggested that they wash their hands in the restroom before they ate at the banquet. He said that he told his son that was a great idea and that he also needed to use the restroom. Upon entering in the restroom, Mr. Carrillo said his son and he used the urinals. He stated that he then heard the voice of Councilmember Zamora from his right ear and say, "Aw fuck, you guys." He said that he believed his son was still using the urinal right next to him at the time.

Mr. Carrillo said that his son finished using the restroom and walked over to wash his hands and asked Councilmember Zamora, who was drying his hands, "Well, what's that supposed to mean?" At that time, Mr. Carrillo turned around because he heard his son speak. He said that Councilmember responded, "Well, if I'm in here, you guys can't be in here because you're in the wrong restroom," or something to that effect. He said that Councilmember Zamora was looking at his son's direction and explained that the Councilmember was looking at his son "up and down."

Mr. Carrillo said that when Councilmember Zamora made this comment "it clicked in [his] head," and he thought "okay, that's enough." He said he stopped using the restroom "real quick" and thought about what Councilmember had just said to his son. Mr. Carrillo said that he interpreted Councilmember Zamora's statement as "[W]hat're you trying to say? Are we women? . . . [W]hy're you making that comment? We're men. . . . my son is a child. I'm a man. He's a man. . . . Are we not supposed to be in same bathroom because you think we're homosexual or what?"

Mr. Carrillo said that he then walked over and placed himself between his son and Councilmember Zamora because he wanted the interaction to stop. He said that he asked the Councilmember, "What are you doing? Why're you talking to my son that way?" Mr. Carrillo stated that Councilmember Zamora "just like laughed and smirked" in response. He said that he continued to question Councilmember Zamora, "What's wrong with you? Why are you talking to my son that way?" He said that he then became upset with Councilmember Zamora because he did not have the right to speak with his son in that manner. Mr. Carrillo stated that he believed there was another individual in the restroom stall, but noted that he never determined the identity

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of that person. He also commented that someone walked into the restroom while he was speaking with Councilmember Zamora, but indicated that he did not see who that individual was.

Mr. Carrillo stated that he was a “little disappointed and upset” and mentioned that Councilmember Zamora was laughing it off and asked him, “Are you serious right now?” or something to that effect. He interpreted Councilmember Zamora’s comment as if the Councilmember was in disbelief that he was responding in the manner he was to his comment. He stated, “I feel [Councilmember Zamora] thought it was all a joke.” He also shared that he also surmised that Councilmember Zamora thought that he was over-exaggerating because the interaction in the restroom was “guys talking in the restroom.”

Mr. Carrillo said that the Councilmember recognized that he was serious. Mr. Carrillo admitted that he was visibly upset. Mr. Carrillo stated that he was not going to make a big deal about the earlier comments Councilmember Zamora had made to him and his son regarding their matching shirts even though he did not find the comments “funny at all.” He said he wanted to put a stop to Councilmember Zamora’s behavior once the Councilmember directly made comments to his son in the restroom. Mr. Carrillo affirmed that he told Councilmember Zamora the following while in the restroom as documented in his written complaint:⁷ “Who do you think you are? He’s my son. He’s 16. He’s a minor. How dare you treat him like that? I don’t appreciate your comments on the course about me and my son.”

Mr. Carrillo said that Councilmember continued to laugh at him. He noted that Councilmember Zamora “backed off a little bit” after he realized that Mr. Carrillo was upset. He said that Councilmember Zamora did not continue to say much other than to say, “I didn’t know that that was your son.” Mr. Carrillo said that he responded to Councilmember Zamora that he knew that Mr. S. Carrillo was his son because he, Mr. Carrillo, introduced his son to the Councilmember less than 30 minutes before their interaction in the restroom. Mr. Carrillo said that he could tell that his son was thinking, “What’s going on?” Mr. Carrillo said he felt uncomfortable being around Councilmember Zamora and stated that he believes that his son and he left the restroom after his exchange with Councilmember Zamora. He then said that Councilmember Zamora stayed behind, but then noted he was uncertain whether Councilmember Zamora stayed in the restroom.

Mr. Carrillo stated that he interpreted Councilmember Zamora’s comment in the restroom as being homophobic along with the Councilmember’s comment that he, Mr. Carrillo, and his son were wearing leopard print shirts earlier in the day. He explained that he interpreted Councilmember Zamora’s earlier comment on the golf course about their leopard print shirts as a homophobic type reference after the Councilmember made the complained-of comment about being in the wrong restroom. He explained that he felt this way because he would expect or assume that a female would wear a leopard print shirt based on his observations of individuals in the public. Mr. Carrillo further clarified that he interpreted Councilmember Zamora’s comment as being homophobic because he, Mr. Carrillo, only sees females wearing leopard print shirts. Mr. Carrillo noted that Councilmember Zamora knows that his son and he are males and, as

⁷ Mr. Carrillo repeatedly made clear during his initial and follow-up interviews with the Investigator that his written complaint submitted to Mr. Cruz via e-mail on December 9, 2019 best captured his recollection of the alleged complained-of conduct engaged by Councilmember Zamora. See Exhibit 1.

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such, "Why else would he be saying what he was saying?" in the restroom; that is, his son and he were in the wrong restroom or something to that effect.

Mr. Carrillo admitted that he might have used profanity while interacting with Councilmember Zamora in the restroom. He said that did not remember, but then noted that he thought he called the Councilmember a "fucking liar" and further said that he probably used other variations of the word "fuck." Mr. Carrillo said that he did not remember calling Councilmember a "fat fuck" or believe that he did so, but he then noted that he might have called him a "fat fuck." He then stated that he did not recall whether he used profanity in the restroom with the Councilmember, but said that it is possible. Mr. Carrillo stated he does not remember how the Councilmember responded when he called him a "fucking liar."

Mr. Carrillo said that after the incident in the restroom he could tell that his son started to "get a little teary-eyed, a little like he wanted to cry or something." He said that his son has never observed him use the types of words he used with Councilmember Zamora or have that type of conversation with anybody in public, particularly with a Councilmember. He said that he thinks that his interaction with Councilmember Zamora took him by surprise. He noted that his son was probably upset himself. He stated that his son "looked almost scared." Mr. Carrillo said that he asked his son whether he wanted to leave the Blazing Tees event and indicated that his son said, "No, let's just keep going." Mr. Carrillo noted that his son spoke to him further about the incident on their drive home.

Mr. Carrillo said he ran into Councilmember Trujillo while walking with his son to the banquet hall after the incident with Councilmember Zamora. He said that he told her, "I think you need to get him out of here," referring to Councilmember Zamora. Mr. Carrillo said that he told Councilmember Trujillo that Councilmember Zamora was "talking shit" about his son and him. He said that she replied that Councilmember Zamora was "not her problem" or "that's not my problem." He said that he did not respond to her comment and indicated that his son and he walked into the banquet hall. Mr. Carrillo state he does not know what kind of relationship Councilmember Trujillo has with Councilmember Zamora.

Mr. Carrillo disputed Councilmember Zamora's allegation that he was within inches of Councilmember Zamora's face when he walked up to him in the restroom. He said that he believed he was within talking distance of Councilmember Zamora after he walked up to him after using the urinal to address the remark the Councilmember had made to his son. Mr. Carrillo said that he was not within inches of Councilmember Zamora's face where the Councilmember would be able to feel saliva on his face as result of his, Mr. Carrillo's, speaking in close proximity to him. He explained that he went up to Councilmember Zamora because he wanted to get in between his son, Mr. S. Carrillo, and the Councilmember.

Mr. Carrillo acknowledged that he could understand that Councilmember Zamora felt physically threatened when he, Mr. Carrillo, approached him in the restroom given that he is a larger, six-foot male who weighs 210 pounds. He stated, "I can see maybe [Councilmember Zamora] being threatened." He further explained, "[B]ut I will tell you, if you were in that restroom and it was you . . . and that your son was just told what he was told and told you the same thing . . . and you went to approach the person that just said that . . . I think that you would probably feel threatened too." He said that "enough was enough" and he was going to stop the Councilmember's

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conduct. Mr. Carrillo asserted that he is not a threat to anyone who knows him despite his build. Mr. Carrillo concluded that it is Councilmember Zamora's opinion if he felt threatened by him.

Mr. Carrillo stated the incident in the restroom involving Councilmember Zamora lasted approximately two minutes.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. Carrillo said that his son and he walked into the banquet hall after his interaction with Councilmember Trujillo after the restroom incident with Councilmember Zamora. He said that his son and he were looking for somewhere to sit. He said that they stopped and scanned the room at which time Councilmember Zamora approached his son and said, "Hey look I'm sorry." Mr. Carrillo noted that Councilmember repeatedly stated, "I'm sorry, I'm sorry" to his son, Mr. S. Carrillo. He said that Councilmember Zamora then extended his hand to Mr. S. Carrillo to shake it. Mr. Carrillo said that he then got in between his son and the Councilmember similar to what he had done in the restroom. Mr. Carrillo stated that he no longer wanted Councilmember Zamora speaking with his son. He said that he might have already told the Councilmember during the restroom incident not to speak to his son, Mr. S. Carrillo. In response to Councilmember Zamora's statement to his son in the banquet hall that he was sorry, Mr. Carrillo stated that he replied, "No you're not. I don't want you talking to my son. You know what you did, you know what you said, he's a minor, don't speak to him."

The Investigator then reviewed with Mr. Carrillo his written complaint about this particular interaction with Councilmember Zamora, particularly that he replied to the Councilmember's statement that he was sorry, "No you're fucking not, you tried to make it seem like my son was gay and that what we were wearing was wrong, and you couldn't be in the same restroom with us because according to you we were in the wrong restroom. He's a minor, what's wrong with you, you're a nobody." Mr. Carrillo affirmed that he made this statement to the Councilmember, but clarified he assumed that the Councilmember was also directing his comment about being in the wrong restroom to him, Mr. Carrillo. He affirmed that he interpreted Councilmember Zamora's comment as insinuating that his son and/or he were gay in a negative manner. He explained, "[W]hy would he talk to my son that way? Or why would he even think that way? I don't walk into a restroom and say those kinds of things. . . . And I don't make fun of people's shirts." Mr. Carrillo admitted that he told Councilmember Zamora to "get the fuck away from [his] son." He further admitted that he told Councilmember Zamora, "You know exactly what you did. You know what you said. Don't you ever harass me and my son again." He said that his voice was a "little bit more elevated" when he addressed Councilmember Zamora in the banquet hall. He said that he was not shouting at the Councilmember, and then reiterated that his voice was "more elevated because it was loud in the banquet hall." He admitted that he was a "little agitated" because he had asked Councilmember Zamora to stay away from his son and not talk to him and the Councilmember did not follow his request. He then clarified that he was speaking loudly when he addressed Councilmember Zamora in the banquet hall, which he said might have also been caused by his agitation. He said that Councilmember Zamora was not really talking during his interaction with him. He acknowledged that he was doing most of the talking and the Councilmember was responding to him in a mocking manner, "Yeah, you're right, I'm a nobody, ha, ha, ha."

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Mr. Carrillo said that his son felt the same way, which he discovered after the Blazing Tees event. After he told Councilmember Zamora that was a “nobody,” Mr. Carrillo stated that the Councilmember started mocking him and responded, “Yeah, you’re right. I’m a nobody. I don’t know anything,” or something to that effect. Mr. Carrillo stated Councilmember Zamora repeatedly responded to him in this manner. He surmised that people observed his interaction with Councilmember Zamora, but stated that he does not know who might have overheard their interaction. He asserted that other members of Councilmember Zamora’s foursome possibly overheard his interaction with the Councilmember. He stated that this interaction with Councilmember Zamora in the banquet hall lasted less than a minute.

Mr. Carrillo said that Fire Chief Hayward grabbed him from behind “like a bear hug” and walked him away from Councilmember Zamora to “deescalate the situation.” He said that Fire Chief Hayward told him, “Hey Pat, just stop. Right now is not the time. Just, let’s go sit down,” or something to that effect. Mr. Carrillo said that he did not know where Fire Chief Hayward was during his, Mr. Carrillo’s, interaction with Councilmember Zamora. He said that Fire Chief Hayward sat him down at his, Fire Chief Hayward’s, table. Mr. Carrillo said that Fire Chief Hayward walked away after he sat him, Mr. Carrillo, down at the table. He said that he did not communicate with Fire Chief Hayward about this matter again until he submitted his complaint to Mr. Cruz and copied Fire Chief Hayward on the e-mail. Mr. Carrillo then clarified that Fire Chief Hayward called him the next day or two after the event to make sure that his son and he were okay. He said that Fire Chief Hayward expressed his apology to his, Mr. Carrillo’s, son for what happened. Mr. Carrillo said that he did not know whether Fire Chief Hayward had received additional information from anyone else about the incident involving Councilmember Zamora.

Mr. Carrillo said that he noticed that his son started to “get a little teary-eyed” again after his interaction with Councilmember Zamora at the banquet hall and further commented that he could tell that his son was uncomfortable. He said that he apologized to his son and asked for the second time if he, his son, wanted to leave. Mr. Carrillo said that his son told him, “No, let’s just stay.” He said that his son did not want to make it look unusual or odd that they were leaving. Mr. Carrillo said that he then noticed that Councilmember Zamora was sitting at a table an estimated 20 feet away from him. He said that the Councilmember had an unobstructed direct line of sight of his son and him. He recalled that other people were sitting at Councilmember Zamora’s table, but said that he did not know who they were. Mr. Carrillo said that he then observed Councilmember Zamora looking at his son and him while shaking his head and laughing. In response, Mr. Carrillo asserted that he threw his hands up in disbelief to express the sentiment, “Why are you looking at us?” and “leave us alone.” Mr. Carrillo stated that he then told Councilmember Zamora in a soft, normal tone, “What do you want? What are you looking at?” He also affirmed that he commented, “Why do you keep looking at us? What’s wrong with you?” He said that he knew that his son heard him make this comment to Councilmember Zamora. Mr. Carrillo said that he does not know whether the Councilmember heard him make this comment to him while seated at the banquet hall table. He said that the Councilmember “may have understood something because after that, that’s when he kind of just stopped and looked away.” Mr. Carrillo said that he did not have any additional interactions with Mr. Carrillo that evening of the Blazing Tees event.

Mr. Carrillo admitted that he used profanity while interacting with Councilmember Zamora. He said that it was possible that he used profanity with Councilmember Zamora both in the restroom

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and the banquet hall. Mr. Carrillo stated that he did not remember calling Councilmember a “fat fuck” during the Blazing Tees event. He asserted, “I may have, but I don’t remember specifically calling [Councilmember Zamora] a ‘fat fuck.’” He then stated that he never mentioned anything about Councilmember Zamora’s weight. Mr. Carrillo noted that any use of profanity used against Councilmember Zamora was in response to what the Councilmember said to his son and him. He further commented that profanity is not used at his home.

Mr. Carrillo disputed Councilmember Zamora’s statement that he, Mr. Carrillo, was seated in the banquet hall and only confronted him, the Councilmember, after he observed the Councilmember speaking with Battalion Chief Marin. He reiterated that he and his son walked into the banquet hall and were looking for somewhere to sit. He said there were a lot of people and the seating was first come, first served. He said it was during this time that Councilmember Zamora approached them and tried to apologize to his son, Mr. S. Carrillo. He said that is when he had his discussion with Councilmember Zamora and Fire Chief Hayward got him to sit down at his table. Mr. Carrillo said that he did not see Councilmember Zamora approaching his son and him until the Councilmember was 10 feet away from them. Mr. Carrillo said he thought he had observed Councilmember Zamora speaking with Battalion Chief Marin at some time at the banquet hall after his “altercation” with the Councilmember.

Mr. Carrillo said that he has seen Councilmember Zamora at other City-related events after the Blazing Tees event, including The Neighborly Elf event and the Christmas breakfast for City employees, but commented that he did not interact with Councilmember Zamora. Mr. Carrillo indicated that two elected officials, specifically Mayor Rounds and Councilmember Trujillo, approached him after the Blazing Tees event at the Christmas breakfast to apologize and ask if he was okay and needed anything. He said that they also wanted to see if his son, Mr. S. Carrillo, was okay. Mr. Carrillo stated that he assumed that they heard what happened, but noted that he did not know if they had been briefed by Mr. Cruz about his formal complaint. Mr. Carrillo said that he did not remember whether Mayor Rounds or Councilmember Trujillo mentioned Councilmember Zamora when they apologized to him.

3. Mr. Carrillo’s Subsequent Communication with His Son, Mr. S. Carrillo, about Interactions with Councilmember Zamora

Mr. Carrillo stated that his son started to tear up a little bit on the drive home after the Blazing Tees event. He said that he did not want to bring up what had happened during the day, but he said that he noted that his son “looked a little bit more down” and did not “look like his normal self.” He said he asked him, “Hey bud, are you okay?” He said that his son asked him, “What happened back there?”, “Why did [Councilmember Zamora] say those things?”, “Why did he pick on us?”, “Does he not like us?”, “Why was he making fun of our shirts?” and similar questions. He said that he did not know why Councilmember Zamora acted in the manner that he did. He stated that he also apologized to his son that he “had to go through that” with Councilmember Zamora. He said that he tried to reassure his son that he, his son, did not do anything wrong. He said that he told his son, “Son, it’s not your fault.”

Mr. Carrillo stated that he believed that his son felt that Councilmember Zamora had questioned his sexual orientation or that his statements were homophobic in nature. He explained that his son asked him on the drive home, “Why did he say what he said in the restroom? Why can’t I be

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in the men's restroom? Why did he say what he said about our shirts?" and similar inquiries. He said that his son asked him on the drive home whether Councilmember Zamora thought they were "homos." He said that his son believed that Councilmember assumed that he was gay, which he said further explained why his son no longer wanted to wear the matching shirts they wore during the Blazing Tees event.

Mr. Carrillo said that his son further commented on the drive home, "What did we do? Why did he say that about our shirts? You told him that we're father and son, and that we golf together and that they're camouflage-type shirts." He said that he responded that he did not know why Councilmember Zamora behaved in the manner that he did and told him not to worry because he did not do anything wrong. He said that he told his son that he did not want happened during the Blazing Tees event to affect him. At this time, Mr. Carrillo began to cry during the investigative interview. Mr. Carrillo shared, "[It] bothers me because he's innocent . . . he's a golfer. . . . we shelter our kids. He knows right from wrong. He's very respectful and he just saw a lot that day. A lot more than I would ever want him to see. And I was just upset because I felt vulnerable that I couldn't protect him. And I was just trying to just tell him, 'Hey babe, you didn't do anything wrong.'"

During the drive home, Mr. Carrillo said that he called his wife to explain to her what had happened at the Blazing Tees event. He said that he talked about the matter more with her when he arrived at his residence. He noted that his son went to his room. Mr. Carrillo said that his wife noticed that he was a little teary-eyed and told him, "Okay, just relax. Sam is okay. You're okay. They're just words. You're not hurt. It is what it is. Let's just talk about this." He said that his son stayed in his room the whole night. He said that he began to write down that evening what had occurred that day with Councilmember Zamora and talked to his son that same night about his recollection of what had transpired that day. Mr. Carrillo said he reviewed his statement with his son who added a few items based on his recollection. He affirmed that the statement was the basis for the complaint he e-mailed to Mr. Cruz on December 9, 2019.

Mr. Carrillo said that he noticed that his son was not the same the next couple of days after the Blazing Tees event. He explained that his son was "not really talking to us" and "was just in his room." He said that he later learned from his wife that his son placed the matching shirts that they had worn during the Blazing Tees event in the "give-away" pile located in their garage. He also shared that his son no longer wants to attend any events that are related to the Department because he does not want to have any problems and does not want to run the risk of running into Councilmember Zamora. He explained that his son "knows nothing but the Fire Department." He said that he is taking it "personal now" that his son does not want to join him at the Fire Station or attend Department-related events.

4. Additional Information

Mr. Carrillo said that he really did not have a working relationship with Councilmember Zamora. He said that he did not know Councilmember Zamora outside of his position as an elected official. He further commented that he did not grow up in the City and, as such, he only met or came to know Councilmember Zamora when he was elected to City Council. He stated that he does not have any type of relationship with him other than seeing him at City-related functions

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and greeting and thanking him for attending such functions. Mr. Carrillo further clarified that he did not have any business matters with Councilmember Zamora.

Mr. Carrillo said that he has heard that Councilmember Zamora has engaged in conduct in the past based on someone's sexual orientation or homophobia. He noted that he personally has not observed Councilmember Zamora engage in this conduct. Mr. Carrillo affirmed that he has never observed Councilmember Zamora make a homophobic statement or one based on sexual orientation or any other basis, such as national origin or sex. He said that he has heard from other individuals that Councilmember Zamora has made some "off-the-wall" comments and noted that one his colleagues from the Department expressed concerns about his interaction with Councilmember Zamora within or about the last year. At the direction of his counsel and union representative, Mr. Carrillo did not provide the name of this individual to preserve the privacy of the individual who is a member of the firefighter union.

Mr. Carrillo stated that he has observed Councilmember Zamora use profanity in small groups at some City-related functions, such as Fiesta Patrias event in 2017/2018. He explained that his union sponsored a beer garden at this event and further commented that he overheard Councilmember Zamora using profanity, such as "fuck this, fuck that" and "this asshole," with his friends or colleagues while in the beer garden. He said that he was sure that others witnessed Councilmember Zamora's use of profanity, but he said that he was unable to provide names. Mr. Carrillo stated that he tries not to use profanity, particularly if he is in uniform. Mr. Carrillo said that he could not remember other examples where Councilmember Zamora used profanity, but he indicated that there are have multiple occasions where the Councilmember engaged in this behavior. He said that he has observed Councilmember Zamora use profanity at least on two to three occasions in the last two years.

Mr. Carrillo said that he considers Councilmember Zamora as one of his supervisors given his position as an elected official to the City Council. He acknowledged that Councilmember Zamora does not directly supervise him, but indicated that he views the Councilmember as one of his supervisors because he is "above me" as "an elected official." He said that he treats Councilmember Zamora with the same level respect as any supervisor or City employee. He said that he has worked for the City for more than 24 years and his record of employment is respectable. He stated, "I'm an honor guard. I do a lot of volunteer work. I teach on my days off for the Fire Academy. I'm part of this City. I've never had anything like this happen to me before." He said that the encounter with Councilmember Zamora at the Blazing Tees event is "not normal." He further stated, "[T]his is not anything that I ever expected to ever happen and I am hoping that it never happens again."

Mr. Carrillo affirmed that his allegations set forth in his December 9, 2019 complaint are true. Mr. Carrillo said that he spoke with Mr. Sandoval and Mr. Stremel about the complaint because their names were included in it.

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B. SUMMARY OF KEY ELEMENTS OF COMPLAINANT/RESPONDENT COUNCILMEMBER JOE ANGEL ZAMORA'S INTERVIEW

1. Background

Councilmember Zamora was elected to City Council in 2015 and has continued to serve in this capacity since his election. He said that he is up for re-election in November of this year. Councilmember Zamora stated that he also has worked for Little Lake City School District as a substitute school teacher for an estimated 10 years.

Councilmember Zamora said that he received an invitation to attend the Blazing Tees event through the City. He said that he received an invitation to participate from Scott Radcliffe ("Mr. Radcliffe") who serves in a representative role for the City Chamber of Commerce. He said that Mr. Radcliffe asked him if he wanted to organize a foursome for the Blazing Tees event with Ray Cruz ("Mr. Cruz"), Daniel O'Marah ("Mr. O'Marah"), and him. He noted that Mr. Radcliffe was unable to participate in the foursome and, as such, Captain Kent Miller of the City of Whitter Police Department ("Capt. Miller") replaced him as a member of the foursome.

Councilmember Zamora said that he did not know Capt. Miller well before the Blazing Tees event, and indicated that the charity golf tournament was his first time to really get to know Capt. Miller. Councilmember Zamora stated that he knew Mr. O'Marah from the community and noted that he, Mr. O'Marah, is a Starbucks manager who was going to serve as the upcoming President of the City Chamber of Commerce. Councilmember Zamora stated that Mr. O'Marah rode in the golf cart with Mr. Cruz during the Blazing Tees event and he further commented that he, Councilmember Zamora, rode with Capt. Miller. Councilmember Zamora stated that Abel Meraz ("Mr. Meraz"), Angel Molina ("Mr. Molina"), and Robert Garcia ("Mr. Garcia") served on the "B side" of their foursome. He said he could not recall the fourth person who comprised the "B side" foursome, but asserted his belief that it might have been John Sanchez ("Mr. Sanchez").

Councilmember Zamora stated that he has a business working relationship with Mr. Cruz. He noted, "I'm not really here to make friends." He said that his "role is . . . to the people," and expressed that he tries to be friendly to Mr. Cruz. He said that he keeps his relationship cordial with both Mr. Cruz and Capt. Miller. Councilmember Zamora described his relationship with Mr. O'Marah as "friendlier" and as "friendly" with regard to Mr. Meraz, Mr. Garcia, and Mr. Molina.

Councilmember Zamora stated that he had never previously interacted with Mr. Carrillo before the Blazing Tees event other than maybe walking by him and saying hello. He noted that he did not know who Mr. Carrillo was when he heard his name in connection with this investigation. Councilmember said that he would not have known the name of Mr. Carrillo. Councilmember Zamora affirmed that he knew that Mr. Carrillo was a Department firefighter, but reiterated that he did not know Mr. Carrillo's name. He also commented that he knew that Mr. Carrillo was not a "rookie," but more of a mid-level hire at the Department. He further acknowledged that he recognized Mr. Carrillo at the Blazing Tees event as someone he had seen in the community even though he did not know Mr. Carrillo's name.

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Councilmember Zamora stated that current and former firefighters, business people, community members, and City staff, including Councilmembers, generally attend the Blazing Tees event. He said that the golf tournament portion of the day ends at or about 3:00 p.m., which is immediately followed by a banquet.

Councilmember Zamora said that he did not recall whether he saw Mr. Carrillo before the golf tournament started.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Councilmember Zamora denied making the alleged statement after hearing a screeching squirrel on the golf course; that is, "That is my mating call. If you hear that, you know where to go" or something to that effect. Councilmember Zamora then stated, "I don't even know what that means." He said that he does recall commenting to Chief Crook, "What are you looking for?" when he, the former Fire Chief, was in the background. He further commented, "To be honest, I don't even know what is a screeching sound a squirrel makes." With regard to this specific allegation, Councilmember stated, "I look at it more as a witch hunt . . . because I didn't say it. I don't know what else to say." Councilmember Zamora said that he did not hear anyone else comment about a screeching squirrel on that day.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Councilmember Zamora stated that he said, "Nice matching shirts," about the matching shirts of Mr. Carrillo and his son, Mr. S. Carrillo, while on the golf course. When asked to whom he made this comment, Councilmember Zamora replied, "To . . . if I did to Chief Crook, then I did. I made the comment to Chief Crook." When asked whether he said anything else, he said "No." The Investigator then showed a colored photographic image of the matching shirts worn by Mr. Carrillo and his son during the Blazing Tees event. Councilmember Zamora affirmed and did not contest that the photographic image depicted the matching shirts that were worn by Mr. Carrillo and his son. Councilmember Zamora then said that he commented to Capt. Miller that he, Councilmember Zamora, would like to have team shirts of his own because he is a very competitive person. He denied that he commented about Mr. Carrillo's and his son's matching shirts in a "teasing" manner. Councilmember Zamora affirmed that he was complimenting Mr. Carrillo and Mr. S. Carrillo about his shirts. When notified by the Investigator that information existed that he also directed his comments to Mr. Carrillo and his son about their matching shirts, Councilmember Zamora replied, "Okay" without further elaboration.

Councilmember Zamora denied making a comment that Mr. Carrillo and his son were wearing leopard print shirts or something to that effect. He did not recall making a comment to Chief Crook on the golf course about the matching shirts, specifically "Hey, Crook. What's up with your boys over there? What type of outfit are you running over there?" He then said, "If I said anything about the shirts, I mean, like I said, just the matching shirts." He indicated that he mentioned "nice shirts" to Chief Crook in reference to the shirts worn by Mr. Carrillo and his

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son. Councilmember Zamora said that he commented about the shirts because he “thought they were cool.”

Councilmember Zamora denied that he commented to Capt. Miller that he, Councilmember Zamora, would not allow his son to wear a shirt like the one worn by Mr. S. Carrillo or said, that he was appreciated that his “dad didn’t make me wear a shirt like that,” or something to that effect. When asked by the Investigator why anyone would state that he made such a comment to Capt. Miller, Councilmember Zamora responded, “I don’t know, but my father’s dead. . . . I don’t have children either.”

The Investigator then told Councilmember Zamora that information existed that he also made comments about the matching shirts to Mr. Carrillo and his son, Mr. S. Carrillo, to which Councilmember responded, “Okay.” He acknowledged that he knew Mr. S. Carrillo to be the son of Mr. Carrillo. He further clarified that he knew Mr. S. Carrillo was Mr. Carrillo’s son or a relative when he saw him. He said that he did not recall whether Mr. Carrillo introduced Mr. S. Carrillo to him as his son. The Councilmember said that he reached the conclusion through a “process of elimination” because he saw Mr. S. Carrillo as “a young boy . . . young man” and he, Mr. S. Carrillo, was not one of the Explorers. Councilmember Zamora acknowledged that individuals wear matching shirts at golf events.

Councilmember Zamora stated that Mr. Carrillo did not engage in conduct that he deemed to be inappropriate or unprofessional up to the point he complimented Mr. Carrillo and his son on their shirts.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

When asked about his alleged encounter with Mr. Carrillo and Mr. S. Carrillo in the restroom during the Blazing Tees event, Councilmember Zamora stated that he only recalled telling them when he saw them, “Hey . . . nice shirts” or something to that effect. He said that he might have also told them, “How cute.” He noted that he works with children as a substitute teacher “so these are words that [he] use[s] all the time.” Councilmember Zamora stated that he might have told them, “How cute your shirts are.” He said that he was complimenting their shirts again. When asked why he would use words for children with an adult and his teenage son, Councilmember Zamora explained because Mr. S. Carrillo is “a kid” and he sees him “as a youngster.”

Councilmember Zamora then said that Mr. S. Carrillo’s father exited the restroom stall and repeatedly called him a “fat fuck.” Councilmember Zamora asserted his belief that Mr. Carrillo called him a “fat fuck” more than ten times. He said that Mr. Carrillo also told him, “Don’t you ever disrespect me,” and thought that Mr. Carrillo told him that he was going to “kick [his] ass.” He said that he did not understand why Mr. Carrillo felt as if he had been disrespected by him. Councilmember Zamora said that Mr. Carrillo did not tell him why he felt this way, and then he clarified that Mr. Carrillo did not tell him why at that moment.

Councilmember Zamora stated that he did not know how long the incident in the restroom lasted because he was afraid. He explained he was afraid because of the intensity of Mr. Carrillo’s eyes

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while he was walking towards him cussing and screaming in an aggressive manner. Councilmember Zamora said he backed up to the restroom wall and could not move. He said that he could feel Mr. Carrillo's spit on his face as a result of Mr. Carrillo's yelling. Councilmember Zamora said that Mr. Carrillo's face was four to five inches from his face during this encounter in the restroom. He said that he thought Mr. Carrillo "was going to hurt" him physically. He acknowledged that Mr. Carrillo did not make any motions towards him using his arms, fists, or legs. Councilmember Zamora said that he was looking at Mr. Carrillo's face and was looking to escape.

Councilmember Zamora said he responded, "Hey man, I'm sorry if you thought I offended or disrespected you in any way," and then extended his hand to shake Mr. Carrillo's hand. He said that Mr. Carrillo responded, "Don't shake my hand you fat fuck." He said that the incident had him "weirded out a little bit." He said that Mr. S. Carrillo was right next to his father during the restroom incident, and noted that Mr. S. Carrillo did not say anything. Councilmember Zamora said that he felt threatened by both Mr. Carrillo and his son. He expressed his opinion that Mr. Carrillo's son was part of the incident because he was not pulling his father away from the situation, which he interpreted as Mr. S. Carrillo condoning his father's conduct. Councilmember Zamora then recalled that Mr. Carrillo told him, "I don't care who you are" or something to that effect. He also stated that Mr. Carrillo told him, "That's why nobody likes you," which he interpreted as Mr. Carrillo speaking on behalf of the Fire Department. To provide background, he explained that the Fire Department union was never supportive of his political campaigns for elected office. He said that he did not think that the Department firefighters appreciated that he tries to treat everyone fairly with regard to raises. He said that Mr. Carrillo then changed the direction of his statement towards him and said, "Don't you ever disrespect my son. Don't you ever disrespect my son."

Councilmember Zamora said that he was scared and hoped that someone would have entered the restroom at that time. He said that he did not recall if anyone walked into the restroom during his encounter with Mr. Carrillo. He said that Mr. Carrillo never explained why he believed his son was being disrespected. He said that he then extended his hand to Mr. Carrillo's son and told him, "I'm sorry you felt that I disrespected you or offended you in any way." He said he assumed that Mr. S. Carrillo was going to shake his hand, but asserted that Mr. Carrillo instructed his son not to shake his hand. He said that Mr. Carrillo and his son then walked out of the restroom.

Councilmember Zamora affirmed that Mr. S. Carrillo was washing his hands when he first walked into the restroom. He clarified that he did not make any other comments in the restroom other than "nice shirts" or "cute shirts." Councilmember said that he did not recall stating, "Aw fuck, you guys," when he entered into the restroom or Mr. S. Carrillo responding, "What is that supposed to mean?" Councilmember Zamora denied making a comment to Mr. Carrillo or his son that they were in the wrong restroom or something to that effect. He stated that he did not know why someone would assert that he made this particular comment to Mr. Carrillo and his son. The Councilmember said that he would still use the restroom if someone made the same comment to him. He then stated that he did not "even know what the comment means." He then stated, "Well, he told me, 'Don't you ever disrespect me.' So if he thought I disrespected his son, why didn't he say that from the very beginning? He noted that he was "being backed up in the

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corner, being bullied, being harassed.” He said that he felt “afraid,” “terrified,” and “stunned” by the encounter with Mr. Carrillo in the restroom.

Councilmember Zamora said that he did not remember Mr. Carrillo telling him, “Who do you think you are? He’s my son. He’s 16. He’s a minor.” He said that he recalled Mr. Carrillo telling him, “I don’t care who you are.” He said that he probably told Mr. Carrillo, “Are you serious right now?” or something to that effect. When asked whether he told Mr. Carrillo in the restroom that he did not know Mr. S. Carrillo was his son, Councilmember Zamora responded that he did not “know 100%” that Mr. S. Carrillo was Mr. Carrillo’s son. He then acknowledged that he believed Mr. S. Carrillo was the son of Mr. Carrillo. He said that he did not remember Mr. Carrillo informing him on the golf course that Mr. S. Carrillo was his son. He said that he just assumed that Mr. S. Carrillo was the son of Mr. Carrillo.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Councilmember Zamora stated that he was “pretty shaken up” when he exited the restroom after his encounter with Mr. Carrillo. While in the banquet hall, he said that he sat down to eat and he tried to “keep [his] head down.” He said he picked up his head and looked in the direction of Mr. Carrillo who was two to three tables away from him. He said that he observed Mr. Carrillo cursing at him again. Councilmember Zamora said that he believed Mr. Carrillo commented, “What’re you fucking look at?” He said that he could not believe that Mr. Carrillo was making this comment “in front of everybody” and added that he believed Mr. Carrillo’s conduct in this regard was “ethically” wrong; that is, Mr. Carrillo’s “aggressive behavior.” Councilmember Zamora stated that Mr. Carrillo’s son was seated right next to him at the time. He said that Chief Crook and Fire Chief Hayward were at Mr. Carrillo’s table and he said that he assumed that they observed Mr. Carrillo making comments toward him. Councilmember Zamora clarified that Mr. Carrillo was not mouthing things to him, but rather was making statements loudly. He said that he did not recall on how many occasions Mr. Carrillo made a comment toward him at the banquet hall while seated at his table. Councilmember Zamora denied that he was smirking or laughing at Mr. Carrillo when Mr. Carrillo responded, “What’re you fucking looking at?” He also denied that an encounter with Mr. Carrillo occurred first at the banquet hall and that Chief Hayward observed such conduct and directed Mr. Carrillo to sit at his, Chief Hayward’s, table.

After the above-referenced “What’re you fucking looking at?” comment, Councilmember Zamora said that he had another encounter with Mr. Carrillo in the banquet hall. He asserted that that he got up from his table to speak with Battalion Chief Marin about Mr. Carrillo’s conduct in the restroom. He said that he told Battalion Chief Marin because he used to be part of the union and held the view that he could defuse the situation. He said that he told Battalion Chief Marin that Mr. Carrillo “came at [him] aggressively” and “started cussing at [him]” after he told Mr. Carrillo and his son that they had nice or cute shirts. He said that Battalion Chief Marin replied that Mr. Carrillo would be talked to about the incident. Councilmember Zamora said that Mr. Carrillo then got up from his table, approached him, and “started mouthing off at [him].” He said that Mr. Carrillo was cussing at him, and he expressed his belief that Battalion Chief Marin observed Mr. Carrillo engage in this conduct. Councilmember Zamora said that Mr. Carrillo used the same words that he had previously used towards him, but he affirmed that Mr. Carrillo was three bodies away in distance from him. He said that he did not know when or how Mr.

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Carrillo stopped this encounter with him in the banquet, but he stated that Mr. Carrillo returned to his table and continued to look at him. Councilmember Zamora said that he did not know how long this interaction with Mr. Carrillo lasted. He said that “felt just out of place” at that moment and hoped that the matter came to an end.

Councilmember Zamora also noted that he spoke with Fire Chief Hayward about Mr. Carrillo at the banquet hall and told him that he needed to talk to Mr. Carrillo. He said that Fire Chief Hayward asked him what happened and he responded, “I don’t know. He just blew up on me in the bathroom.” He said that he told Fire Chief Hayward that Mr. Carrillo kept calling him a “fat fuck” and “got aggressively in [his] face.” Councilmember Zamora said that he “didn’t want to say too much because we had other people around.” He said that Fire Chief Hayward replied, “We’ll talk to him.” He said that he did not know whether Fire Chief Hayward was present when he told Battalion Chief Marin that Mr. Carrillo engaged in the complained-of conduct after he commented about their “nice” or “cute” shirts.

Councilmember Zamora first said that he did not recall verbatim what Mr. Carrillo said when presented with the allegation by the Investigator that Mr. Carrillo told him in the banquet hall that he, Councilmember Zamora, was not sorry for his conduct and that he insinuated that his son is gay. When asked again by the Investigator whether he remembered Mr. Carrillo making this statement to him in the banquet hall, Mr. Carrillo responded, “That I recall, no.” Councilmember Zamora said that he “wanted to leave” and “get out” and acknowledged that those moments were “blurry.” He added that he never insinuated that Mr. Carrillo’s son is gay.

Councilmember Zamora also said that he commented to Battalion Chief Marin and Fire Chief Hayward, “Look, if [Mr. Carrillo] felt that I disrespect[ed] him and his son . . . then I apologize.” He said that he did not know when Chief Hayward had approached Battalion Chief Marin and him at the banquet hall.

Councilmember Zamora said that he told other people at his table what had happened with Mr. Carrillo because he was asked, “What’s wrong? What’s going on?” He said that the individuals at this table noticed that he had not been eating. He said that he did not know whether they had noticed Mr. Carrillo making the “What’re you fucking looking at?” comment to him, but he said he told them, “This guy pretty much threatened me in the bathroom.” He said that he told them that Mr. Carrillo kept calling him a “fat fuck.” He said that he did not recall whether they asked him why Mr. Carrillo engaged in this conduct toward him. He said that, if they did ask him, he would probably have said that he did not know why Mr. Carrillo engaged in such conduct towards him.

Councilmember Zamora said that Mr. Carrillo never told him at any time during the Blazing Tees event that he, Councilmember Zamora, was harassing his son and him.

When asked by the Investigator why he would apologize to Mr. Carrillo and his son if he did not do anything wrong, Councilmember Zamora stated that he wanted to “defuse the situation.” He further commented that, as a “civic leader,” it is “[b]etter to apologize than not to apologize at all.” He denied that he commented to others during the Blazing Tees event that Mr. Carrillo and his son looked a “little gay” because they were wearing the same shirts. He also denied that he

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made comments on that day that referenced the LGBTQ community, further noting that he has family members who are gay with whom he socializes.

Councilmember Zamora said that he has subsequently seen Mr. Carrillo at City-related event events, such as one held for Christmas in December 2019. He noted that he has not interacted with him. He said that he stayed outside of the event because he continued to be scared of Mr. Carrillo.

Councilmember Zamora acknowledged that he also spoke with Mr. Cruz about the incident at the Blazing Tees event involving Mr. Carrillo. He said that, as a Councilperson, he had never experienced this type of incident. He explained that Mr. Garcia called him when he arrived at home after the Blazing Tees event at or about 7:00 or 7:30 p.m. to ask how he was doing. He said that Mr. Garcia told him that he should probably call Mr. Cruz to inform him about what happened. Councilmember Zamora stated that he then called Mr. Cruz and told him what had transpired and relayed that he was scared. Councilmember Zamora said that Mr. Cruz told him that he was going to look into the matter.

Councilmember Zamora said that he has not received any communication from Mr. Carrillo since the Blazing Tees event.

Councilmember Zamora said that he did not perceive Mr. Carrillo or his son as being gay.

Councilmember Zamora said, "I just wish it never happened, but it did."

3. Additional Information

Councilmember Zamora said that he did not know whether Mr. Carrillo had been drinking at the Blazing Tees event. He admitted that he had some drinks on that day, but stated that he did not "keep count." He said he did not "want to get . . . intoxicated where I don't know how to play" golf. He then estimated that he had four to five drinks on that day.

Councilmember Zamora first stated that he did not recall making fun of Mr. Cruz's shirt at the City Chamber of Commerce event held at the Ponte Winery in Temecula, California. When provided more details about the incident, he admitted that he probably commented "Ray, really?", "Nice shirt Ray," or something to that effect in response to Mr. Cruz wearing a salmon or pink-colored shirt. He denied that he moved his hand side-to-side or lowered it in a V-shape with his palm facing down in an effeminate manner when he made a comment to Mr. Cruz. He said that it was not his intention to suggest that Mr. Cruz's shirt was "gay," "a little gay," or something to that effect if that is how his conduct was interpreted. Councilmember Zamora commented that he wears salmon-colored shirts and pink ties. Councilmember Zamora admitted that he probably has moved his hand side-to-side on previous occasions. When asked to explain what is meant by this hand gesture, he said, "I kind of just mean it like 'Okay now.'" He further explained that he thought Mr. Cruz, as the City Manager, should have been "more dressed up" at the Chamber of Commerce event held at Ponte Winery because he is presenting to the business community.

Councilmember Zamora said that he does not have a good relationship with Mayor Rounds. When asked why, he said that he supported Mayor Rounds when he first ran for public office and

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he noted that he does not fall on his side. He explained, "I question quite a few things and [other Councilmembers] like the status quo." He also stated that his City Council colleagues passed him up twice for Mayor Pro Tem, namely Mayor Rounds, Mayor Pro Tem John Mora, and Councilmember Trujillo. He also stated that he does not have a good relationship with Councilmember Trujillo, but noted that they are cordial with one another.

Councilmember Zamora denied that he regularly makes comments that are sexual in nature or otherwise unprofessional or inappropriate at public events, including comments based on race, color, or sexual orientation. He said, "I have nothing against anybody." He denied that he ever expressed negative feelings to anybody A.J. Hayes ("Mr. Hayes"), an individual who ran for office who is gay.

Councilmember Zamora said that Mayor Rounds and Councilmember Trujillo created rumors that he was "saying things" about Mr. Hayes, which he surmised was "political." He said that Mr. Hayes' team also made allegations against him. He said that he thought Mr. Hayes and he ran for the same seat in 2009 and noted that they both lost their elections. Councilmember Zamora said that he thought Councilmember Trujillo won the election. Councilmember Zamora said he thought Mr. Hayes ran again in 2015 when he also ran for City Council. He denied making any negative comments about Mr. Hayes or his sexual orientation or morals. He said that Mr. Hayes likes him as an individual.

C. SUMMARY OF KEY ELEMENTS OF FORMER FIRE CHIEF MICHAEL CROOK'S INTERVIEW

1. Background

Chief Crook commenced his employment with the City in April 1988 as a firefighter and retired on December 31, 2017. Chief Crook served as Chief for an estimated five and a half years. He said that Blazing Tees is a yearly fundraiser held at Candlewood Country Club, which is organized by the Fire Department's Local. He stated that all proceeds go to a charity.

Chief Crook confirmed that he participated in the Blazing Tees event and was part of a foursome, which also included Chief Hayward and retired Division Chiefs Brian Williams and Robert Mora. Chief Crook affirmed that he was able to observe Councilmember Zamora during the Blazing Tees event while he was on the golf course.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Chief Crook said that he did not have information with regard to Councilmember Zamora allegedly making the complained-of comment about a screeching squirrel on the golf course during the Blazing Tees event.

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b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Chief Crook said that he walked up to the Councilmember and said hello when he believed he, Chief Crook, was on the first hole on the golf course. Chief Crook said that Councilmember Zamora made a comment while he was on the golf course concerning Mr. Carrillo. He said that Councilmember Zamora questioned him, "Chief, what kind of department are you running here?" Chief Crook explained that Mr. Carrillo and his son were wearing matching shirts and the Councilmember was questioning his, Chief Crook's, allowance of them wearing the same shirts. He further commented that he did not believe Councilmember Zamora knew that the person with Mr. Carrillo was his son. In response, Chief Crook said he "kind of laughed." He explained "that's Joe Angel" who "makes those types of comments at times," which he "would expect from him." Chief Crook said that he responded to Councilmember Zamora's comment in the following manner, "You need to talk to Chief Hayward. I don't run this department anymore." Chief Crook said that he, Chief Crook, "kind of chuckled," and walked away. He said that Mr. Carrillo did not overhear what he said to Councilmember Zamora, but then said, upon further reflection, that Mr. Carrillo could have been in the vicinity and overheard Councilmember Zamora's exchange with him. Chief Crook explained that Mr. Carrillo was neither part of his group nor around when he made the comment to Councilmember Zamora. Chief Crook acknowledged that Councilmember Zamora made the comment about the matching shirts in front of the gentleman with whom he was riding in the golf cart. Chief Crook said that he did not remember Councilmember Zamora referring to the design of the matching shirts as leopard print.

Chief Crook said that he believed, but remained uncertain, that Councilmember Zamora made another comment to him about Mr. Carrillo's and his son's matching shirts. He further commented that other firefighters were "kind of joking" with Mr. Carrillo about the matching shirt he had on with his son, but noted that these firefighters' comments were not made out of malice. He said that they "[j]ust kind of laughing at him." He further commented that everyone knew that Mr. S. Carrillo was Mr. Carrillo's son. Chief Crook stated that Mr. S. Carrillo is an excellent golfer and further commented that individuals were asking him why he was letting his father wear the same shirt. He mentioned that some individuals commented, "Hey, nice shirts," or "Nice matching shirts." Chief Crook said he interpreted these comments as complimentary. He further commented that Mr. Carrillo took these comments in "good humor as well." Chief Crook also stated that he observed Mr. S. Carrillo laugh in response to the comments that were made about the matching shirts he had on with his father, but then said he was "quiet, just smiling." He further noted, "[W]e're all pretty close." He further commented that "it's almost like a family type of humor" because the firefighters have seen Mr. S. Carrillo "grow up as well." He further clarified that the comments were "never directed" at Mr. S. Carrillo and noted, "We were more joking with [Mr.] Carrillo." Chief Crook affirmed that "absolutely" none of the comments made by the firefighters were joking about or insinuating that Mr. Carrillo and his son were acting effeminate or like girls for wearing matching shirts or something to that effect. He stated that "[e]verybody was extremely respectful, especially in front of [Mr. Carrillo's] son."

When asked by the Investigator whether Councilmember Zamora's tone was the same as the firefighters when he commented on Mr. Carrillo's and his son's matching shirts as discussed above, Chief Crook said that "the Councilmember's tone was consistent with the way he talks."

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He explained, "To me, it's sarcastic, sarcasm a little bit." Chief Crook said Councilmember Zamora's commentary did not surprise him because "that's kind of his personality to speak up, to make comments like that." Chief Crook said that he did not perceive the Councilmember's comments about the matching shirts as questioning the masculinity or sexual orientation of Mr. Carrillo or Mr. S. Carrillo. He further explained that he believed that Councilmember Zamora held the view that he could make those types of comments in front of him because of the relationship they had two years ago when he served as Chief of the Fire Department.

Chief Crook said that he did not have any information that Mr. Carrillo informed the Councilmember that Mr. S. Carrillo was his son. He said that he did not know whether Councilmember Zamora knew that Mr. S. Carrillo was Mr. Carrillo's son.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Chief Crook said that he "never knew what was . . . exactly what was said" in the restroom, but stated that he thought that Mr. S. Carrillo was alone in the restroom and Councilmember Zamora approached him. He said that he believed, albeit not entirely certain, that he learned of this information from Battalion Chief Victor Marin ("Battalion Chief Marin"). Chief Crook said that he heard that Councilmember Zamora had said "something questioning" Mr. S. Carrillo's "sexuality." He also said that he was told that Councilmember Zamora was under the impression that Mr. S. Carrillo was a firefighter and "that the firefighters were like dressing the same together."

With regard to the alleged comment made by Councilmember Zamora about Mr. Carrillo and Mr. S. Carrillo being in the wrong restroom, Chief Crook said that one would hope that a City Councilmember would be professional and show some respect for Department employees and not make such a comment, even if he thought Mr. S. Carrillo was a firefighter. He said that he thought that the alleged comment made by Councilmember Zamora, if established, would be "completely inappropriate" and further commented that he "wouldn't take it." He further asserted, "If my son was in there, there's no way another firefighter would make that comment about another firefighter's son." Chief Crook said that he would take offense to the alleged comment made by Councilmember Zamora. When asked to explain his view, Chief Crook asserted, "Well, basically, you know, the Councilmember leading the City coming in and he's making a derogatory comment about my son, possibly being, you know, however you want to say it, possibly being, you know, homosexual, which is okay, but he's not." He affirmed that the alleged comment made by Councilmember Zamora questions the sexuality of the recipient of that message.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Chief Crook said that he did not observe any interaction between Councilmember Zamora and Mr. Carrillo. He said that he believed that Battalion Chief Marin told him about the exchange between Mr. Carrillo and Councilmember Zamora as he was walking out. He said that Battalion Chief Marin told him that the exchange was "something over the matching shirts" or "something" about what the Councilmember said to Mr. Carrillo's son. Chief Crook further

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mentioned that other firefighters approached him as he was walking out of the banquet hall to ask him whether he saw what happened or something to that effect to which he responded, "No, I have no idea what you're talking about."

Chief Crook said that he went to the Yard House after the Blazing Tees event with some firefighters, and noted that he spoke with Chief Hayward about the matter there. He said he asked Chief Hayward whether he had witnessed the incident involving Mr. Carrillo and Councilmember Zamora and said to Chief Hayward, "This isn't good. Right?" He said that Chief Hayward told him that he was dealing with the matter. He also said that he believed that Chief Hayward shared with him that he, Chief Hayward, witnessed some of the interaction between Mr. Carrillo and Councilmember Zamora. He stated that he has not spoken with Chief Hayward about the matter since his "very short exchange" at that Yard House the evening of the Blazing Tees event. Chief Crook said that he did not recall whether he has spoken with anyone else regarding this matter other than comments that the matter was still ongoing at some functions at the Fire Department. Chief Crook said that neither Councilmember Zamora nor Mr. Carrillo spoke to him about the incident.

3. Additional Information

a. Patrick Carrillo

Chief Crook stated that he knows Mr. Carrillo very well and noted that he was already working at the Fire Department when Mr. Carrillo was hired. He said that he would consider Mr. Carrillo his friend. Chief Crook said that he could not remember Mr. Carrillo engaging in any conduct that he, Chief Crook, deemed to be unprofessional or inappropriate. Chief Crook said that he has never observed Mr. Carrillo use profanity toward a member of the City Council, the Mayor, the City Manager, or department head. He said that he has observed Mr. Carrillo use profanity with his fellow firefighters. Chief Crook explained, "[F]irefighters are a tight family, so you might hear a 'F' you or whatever back and forth now and again," but nothing he deemed to be "extremely serious." Chief Crook said that he was "shocked" when he heard about the incident. When asked why by the Investigator, Chief Crook said he was "shocked" because Mr. Carrillo "kind of snapped at him and made those comments in public." He further explained, "I immediately go to the professional side of just the Fire Department and our image." He also asserted that he was "really surprised" by Mr. Carrillo's conduct because "that's typically not his demeanor."

When asked how a firefighter should respond to such complained-of conduct by a Councilmember, Chief Crook stated the he would hope that a firefighter would respond by walking out, getting away from the situation, and reporting the matter to his supervisor even if the conduct occurred while off duty. Chief Crook further commented, "If I was standing there and this was towards my son, which I do have a son, I don't think I would take it well. Would I snap like that? No, probably not, but would take it with offense."

With regard to the Blazing Tees event, Chief Crook said, "I almost can say with certainty that [Mr. Carrillo] didn't have one drink." When asked why he held this view, Chief Crook said that Mr. Carrillo does not drink and further commented that he "almost can say for sure" that he "never saw a beer in [Mr. Carrillo's] hand."

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b. Councilmember Zamora

Chief Crook stated that he knows Councilmember Zamora through his former position as Fire Chief and further noted that he had to work with the Councilmember “pretty close[ly]” for five years. He noted that he knew Councilmember Zamora before he was elected to public office because the Councilmember would attend City events.

Chief Crook said that he has observed Councilmember Zamora engage in conduct that he, Chief Crook, believes to be unprofessional or inappropriate. He explained that Councilmember Zamora is “very political” and “he would just make comments about the Department that I didn’t feel were professional.” He said that Councilmember Zamora would not say anything “extremely derogatory,” but noted that the Councilmember would comment about the political actions of the Department’s Local and its involvement with the City. Chief Crook said that Councilmember Zamora did not agree with the Department union’s involvement with the City. Chief Crook recounted his initial interaction with the Councilmember in which he, the Councilmember, expressed his view that the Department should be disbanded and “become the Los Angeles County Fire Department.” He said that he had meetings with Councilmember Zamora after he was elected to explain how the Department operated.

Chief Crook said he felt that the Councilmember was “extremely political and calculated at times on his actions.” He said that the Department union did not support his run for political office, which was a “problem in [Councilmember Zamora’s] eyes.” He said that he thought the union did not “really support” Councilmember Zamora even when he was an incumbent. Chief Crook said that he talked to the Fire Department union members to “back down a little bit” and be “careful” when he became Chief because the City “Council runs the City, and, you, know, they theoretically, they were my bosses.” Chief Crook said that Councilmember Zamora “had the tendency, in [his] mind, that could possibly be vindictive against the Fire Department.” He noted that they had mutual respect by the time he retired in 2017. When asked to provide examples of an incident in which the Councilmember acted unprofessionally or inappropriately, Chief Crook stated that the Councilmember acted unprofessionally with regard to how he, the Councilmember, spoke to him about the Fire Department. Chief Crook said that the Councilmember did not have respect for the members of the Fire Department and he believed “it was all political.” He affirmed that the Councilmember did not respect the political decisions that were being made by the union with regard to candidates for public office.

Chief Crook stated that he has never heard Councilmember Zamora him make comments or joke about sexual orientation, which he said “would stick out to [him] if something like that was said.”

With regard to the Blazing Tees event, Chief Crook said that he believed that he saw Councilmember Zamora drinking at the event, but he further asserted that he did not appear to him be to be inebriated. He noted that he was “hardly around him at all that day.”

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D. SUMMARY OF KEY ELEMENTS OF CITY MANAGER RAY CRUZ'S INTERVIEW

1. Background

Mr. Cruz stated that he was part of a foursome during the Blazing Tees event that included Capt. Kent Miller, Councilmember Zamora, and Daniel O'Marah. He said that Mr. O'Marah was in his cart and Capt. Miller was in Councilmember Zamora's cart. Mr. Cruz said that he did not observe Mr. Carrillo and Councilmember interact during the Blazing Tees event. He also noted that he did not hear any interaction between Samuel Carrillo and the Councilmember on that day. Mr. Cruz said that he knew Councilmember Zamora and described him as one of his "five bosses of City Council that employed [him] initially."

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

With regard to the allegation involving the Councilmember's alleged comment about a screeching squirrel, Mr. Cruz said that he did not witness Councilmember Zamora make this comment. He also asserted that he did not hear a screeching squirrel, and further explained, "Or if I was around that, I didn't hear that."

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Mr. Cruz said that he did not observe any interaction between Chief Crook and Councilmember Zamora during the Blazing Tees event. He did recall that Councilmember Zamora said "hello" to Chief Crook. With regard to the allegation, Mr. Cruz stated that he never subsequently heard from anyone that the Councilmember made comments about the matching shirts of Mr. Carrillo and his son.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath) and Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. Cruz said that he did not hear about the incident that occurred in restroom between Mr. Carrillo and Councilmember Zamora until he received a telephone call from Councilmember Zamora while he, Mr. Cruz, was driving home from the event after dinner. He said that the Councilmember asked him whether he had heard what happened to him at the event. He said that the Councilmember told him that he complimented Mr. Carrillo and their son during the day on their matching shirts. He said that the Councilmember told him that he made another complimentary statement to them in the restroom when he saw them later in the day, such as "That's cool that you, you know, father and son are together." He said the Councilmember told him that Mr. Carrillo "just went off" on him and told him, "[T]his is why no one likes you and no one wants to be around you. . . . [S]tay away from me . . . and my son."

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Mr. Cruz said that the Councilmember “was kind of taken aback by that interaction,” and further shared that he apologized by stating, “Well, if I did something to offend you and your son, I apologize.” He said that the Councilmember told him that he tried to shake the hand of the son and to apologize, and Mr. Carrillo replied, “Stay away from me you, big fat fuck . . . stay the hell away from me.” Mr. Cruz stated that Councilmember Zamora mostly spoke to him about an incident involving the restroom. He said that he later heard that an incident could have occurred in the ballroom. Mr. Cruz said that the Councilmember told him that Mr. Carrillo continued to yell at him outside of the restroom. He further commented that Councilmember Zamora told him that Chief Hayward subsequently got between the Councilmember and Mr. Carrillo.

Mr. Cruz said that the Councilmember further reported over the telephone that he “felt physically threatened” by Mr. Carrillo because he would not “calm down.” Mr. Cruz further reported that the Councilmember shared that he felt as if he was going to be “physically assaulted” by Mr. Carrillo and that Mr. Carrillo was “so enraged that he was going to come after him.” He said that the Councilmember expressed his view that his family was under threat by Mr. Carrillo, but he did not provide additional information. He said that he further recalled the Councilmember asking him, “At this point, do I need to, you know be worried I’ll see him at City Hall or somewhere else? Is he going to come after me?”

Mr. Cruz said that the Councilmember told him that he tried to apologize to Mr. Carrillo, but noted that Mr. Carrillo would not accept his apology and continued to call him a “fat fuck” and advised him to stay away from his son and him. Mr. Cruz reiterated that the Councilmember told him that he was complimenting Mr. Carrillo and his son about their shirts. Mr. Cruz said that the Councilmember “definitely at one point [] learned they were father/son, either by Mr. Carrillo or he knew they were beforehand.”

Mr. Cruz said that he did not remember the manner in which the Councilmember complimented Mr. Carrillo and his son. He said that the main point he took away from his conversation with the Councilmember was that he, the Councilmember, complimented Mr. Carrillo and his son, and, Mr. Carrillo took offense to the compliment. Mr. Cruz said that the Councilmember said that he was confused why Mr. Carrillo was upset about the compliment he paid him. He said the Councilmember told him, “I don’t know why he was upset.” He said that he thought to himself, “God that just sounds . . . why would this guy go off on him for that?”

Upon hearing this information from the Councilmember, Mr. Cruz said that he thought, “Well, that’s inappropriate for an employee to be doing something like that,” while “always knowing that there’s [sic] two sides of a story.” He said that he informed the Councilmember that he needed to investigate the matter because it was a “significant incident” given, in part, that it involved a City employee and a Councilmember. Mr. Cruz said that he immediately thereafter contacted Chief Hayward. He said that he initially called Chief Hayward, but the Chief did not answer his telephone call at first. Mr. Cruz said that he was finally able to communicate with Chief Hayward about five to ten minutes after the call that he initially placed to him. Mr. Cruz said that he initially admonished Chief Hayward for not informing him about this significant incident. He said that Chief Hayward apologized. He said he thought Chief Hayward told him, “I was hoping it would just blow over on itself.” Mr. Cruz said that he told Chief Hayward that he had received a telephone call from Councilmember Zamora who was very upset.

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Mr. Cruz said that Chief Hayward noted that he had learned some information that the Councilmember was “teasing” or made a “derogatory comment” rather than merely complimenting Mr. Carrillo and his son about the matching shirts. He said that Chief Hayward told him that the Councilmember made a comment in the restroom “Oh, these guys are in the restroom. . . This is a place I don’t need to be at” or “[W]hy are these guys in the restroom . . . I shouldn’t be in this restroom,” or something to that effect. He said that Chief Hayward told him that Mr. Carrillo reported that he “felt he needed to defend his son” and his “honor.” He said that he learned from Chief Hayward that Mr. Carrillo, in response, verbally confronted the Councilmember. Mr. Cruz said that Chief Hayward heard yelling and then noticed an interaction between Mr. Carrillo and the Councilmember. He further reported that Chief Hayward told him that he heard Mr. Carrillo saying, “Get the hell away from me, you big fat fuck.” He said that Chief Hayward told him that he approached Mr. Carrillo and told him, “You need to back off, Pat, and rethink this.” Mr. Cruz said he asked Chief Hayward whether Mr. Carrillo had been drinking or had a history of being a “hothead” to which Chief Hayward replied, “No.” He said that Chief Hayward reported that Mr. Carrillo’s reported behavior toward Councilmember Zamora was “out of character.”

When asked by the Investigator how he would interpret Councilmember Zamora’s alleged comment to Mr. Carrillo and his about being in the wrong restroom or something to that affect, Mr. Cruz replied that he does not answer hypothetical questions, “especially because a boss of mine . . . I am not going to answer those kind of questions.”

Mr. Cruz said that he has not observed the Councilmember make statements that are disparaging to protected groups, i.e., based on sex or sexual orientation.

3. Additional Information

a. **Mr. Carrillo**

Mr. Cruz stated that he did not know Mr. Carrillo until the incidents involving Councilmember Zamora and him at Blazing Tees event.

b. **Councilmember Zamora**

Mr. Cruz said that he had not witnessed Councilmember Zamora engage in conduct that was inappropriate or unprofessional prior to Veterans Day 2019. Mr. Cruz said that he did not remember whether the Councilmember appeared intoxicated or inebriated during the Veterans Day event. He said that he has never observed the Councilmember intoxicated in public.

Mr. Cruz said that he recalled an incident where Councilmember Zamora commented on a salmon or pink-colored shirt he wore during a City of Commerce event that took place in Temecula. He said, “[W]e have a relationship where he jokes with me on a number of things, which I do not take offense to.” Mr. Cruz said that he did not know the Councilmember’s intent by making a comment about his shirt. He recalled the Councilmember stating, “I like your shirt, Ray,” which was said in a “friendly, teasing way.” He added that he made the comment also with “a little bit of giggle.” Mr. Cruz said that he did not remember the Councilmember making a disparaging hand gesture with his hand to connote that someone is gay. Mr. Cruz said that he recalled the Councilmember making more than one comment about his shirt, but said that he did

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not remember the Councilmember making “any kind of hand gesture associated with it.” Mr. Cruz said that he did not remember the Councilmember referring to the color of his shirt when he made the comments to him.

E. SUMMARY OF KEY ELEMENTS OF PUBLIC WORKS EMPLOYEE ROBERT GARCIA’S INTERVIEW

1. Background

Mr. Garcia said that he participated in the Blazing Tees event. Mr. Garcia said that he was part of a foursome, which also included Mr. Meraz. Mr. Garcia said that Juan Cerda (“Mr. Cerda”) of the City’s HR Department and Mr. Molina of the City’s Public Works Department were also part of his foursome. He said that he was the B-side of Councilmember Zamora’s foursome. Mr. Garcia said that did not observe any interaction between Mr. Carrillo and the Councilmember while on the golf course.

2. Allegations

a. Councilmember Zamora’s Alleged Screeching Squirrel Comment on Golf Course

Mr. Garcia said that he did not observe Councilmember Zamora make the alleged screeching squirrel comment on the golf course.

b. Councilmember Zamora’s Comments on Golf Course Regarding Mr. Carrillo’s and His Son’s Matching Shirts

Mr. Garcia said that he did not observe Councilmember Zamora make comments about the matching shirts of Mr. Carrillo and his son.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. Garcia said that Councilmember Zamora told him at the banquet hall that Mr. Carrillo approached him in the restroom and said that he did not like what he, the Councilmember, had said about him and son in relation to their matching shirts. Mr. Garcia said that the Councilmember did not tell him why Mr. Carrillo was upset about the comment he had made about their matching shirts.

Regarding Councilmember Zamora’s alleged comment that Mr. Carrillo and his son were in the wrong restroom or something to that effect, Mr. Garcia said that this comment would make him “very upset” if it had been directed at him. He explained, “I would think he’s trying to make fun of me in somehow saying that I am supposed to be in the women’s restroom, he must be in the women’s restroom if I’m here. That’s what I would I take out of that.” When further questioned, Mr. Garcia stated, “I would not let [anyone] one talk to me like that or my son because I am his father, I am here to protect him and I wouldn’t want someone to bully him.”

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d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. Garcia affirmed that he did not observe any interaction between the Councilmember and Mr. Carrillo in the banquet hall.

Mr. Garcia said that Mr. Molina and he returned to his table after being in the silent auction area at which time the Councilmember told him what had occurred. He said that the Councilmember told him that Mr. Carrillo approached him in the restroom and said, "You shouldn't have said what you said about me and my son, that's my son. I'll kick your ass." He then stated that he did not "really remember" what the Councilmember said to him. Mr. Garcia asserted that the Councilmember told Mr. Molina and him that he commented that Mr. Carrillo and his son "had nice matching shirts." Mr. Garcia said that the Councilmember did not tell him why Mr. Carrillo was upset about the comment he, the Councilmember, had made about their shirts. Mr. Garcia added, "I guess it was two altercations, one in the restroom and one in the banquet itself."

Mr. Garcia said that the Councilmember also told him that Mr. Carrillo approached him the banquet hall while he, the Councilmember, was seated with Mr. Meraz and two vendors from a television company who were eating dinner at the time. He said that he did not "really remember" any additional information," but he asserted that he, Mr. Carrillo, and the Councilmember "both looked a little upset." He said that was able to observe their demeanor when he was seated at his table at eating his dinner. Mr. Garcia said that Mr. Carrillo looked angry based on his facial expression, but he then said that "he could be mistaken" noting that the possibility that Mr. Carrillo could have also been tired. Mr. Garcia said that he had the opportunity to observe Mr. S. Carrillo and he did not look upset.

Mr. Garcia said that he believed the Councilmember was upset because he had a different demeanor than when he had observed him earlier in the day. He said that Councilmember Zamora was more talkative earlier in the day. He also noticed that Councilmember Zamora did not finish his plate of food noting that "he is a healthy eater [who] never lets it go to waste." He said he "could tell something was wrong when he didn't finish his plate of food." Mr. Garcia mentioned that the Councilmember told him that Mr. Carrillo used profanity toward him, such as "I'll kick your ass." He also remembered that Councilmember Zamora told him that Mr. Carrillo said, "That's why no one fuckin' likes you over here."

Mr. Garcia said that Mr. Meraz told him that the two other firefighters who were present during Mr. Carrillo and Councilmember Zamora's interaction with one another "should have stopped" Mr. Carrillo from making the comments he made to the Councilmember. Mr. Garcia said that he learned of Mr. Carrillo's interaction with the Councilmember "second-hand" and, as such, could not "say what was true."

3. Additional Information

a. Mr. Carrillo

Mr. Garcia said that he does not know Mr. Carrillo, but he has run into him in the City on occasion. He said that he does not work with Mr. Carrillo. Mr. Garcia affirmed that he has

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never observed Mr. Carrillo engage in any conduct that he deemed to be unprofessional or inappropriate.

b. Councilmember Zamora

Mr. Garcia said that he met the Councilmember through the City and described him as a friend. He said that this friendship started through attendance at fundraisers, i.e., golf and Veterans Day fundraisers. He added that they met at a lot of fundraisers.

Mr. Garcia affirmed that he has never observed Councilmember Zamora engage in any conduct that he deemed to be unprofessional or inappropriate. He further affirmed that he has never observed the Councilmember make any comments that were off color or disparaging to individuals who are gay or based on sexual orientation.

F. SUMMARY OF KEY ELEMENTS OF FIRE DEPARTMENT CHIEF BRENT HAYWARD'S INTERVIEW

1. Background

Chief Hayward commenced his employment with the Department in April 1990, and presently serves as the Fire Department Chief—a position he has had for over two years. Over the course of his employment with the Department, Chief Hayward has served as a firefighter, a firefighter paramedic, a fire engineer, and a Division Chief.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Chief Hayward said that he did not have any information concerning the alleged comment Councilmember Zamora made about a screeching squirrel while on the golf course during the Blazing Tees event.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

At the banquet hall after the golf tournament, Chief Hayward said that he learned that Councilmember Zamora “was either poking fun at them or had fun, or made comments about their shirts.” He said that the Councilmember told him, “I don’t know why, but Pat’s upset about it.” He also said that the Councilmember then told him, “You know me, it’s all about the charity, it’s all about the charity event and it’s not about the politics, again you know me, I’m not into politics.” Chief Hayward said “I know him, I’ve heard statements of that before. But he’s an elected official, part of his job is politics.” He said that he did not know what the Councilmember meant by his statements. “And that caught me off guard because I didn’t understand exactly what he was implying by those statements.” He said that the reported comments that Councilmember Zamora allegedly made about matching shirts were not bothersome to him.

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c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Regarding Councilmember Zamora's alleged comment that Mr. Carrillo and his son were in the wrong restroom or something to that effect, Chief Hayward said that "[t]hat's not something I would expect to come out of his mouth." If true, Chief Hayward said that he would not consider the comments as being homophobic or insinuating that Mr. Carrillo or his son are gay. Rather, Chief Hayward said that he would "consider them more of like a poking, bullying." Chief Hayward said that he would have interpreted Councilmember's alleged comment negatively noting that he, Chief Hayward, has a 17-year-old child.

Chief Hayward then said, "If that was a one-time occurrence with somebody I knew, had somewhat casual, half-tenuous relationship with, I don't know if he has a tenuous relationship with him or no, but I would more or less take it as a joke, ha, ha, absolutely, you know, and maybe say something fun in retort. But with everything that is put on here and previous comments and things like that . . . The shirts . . . with the comments and the things that are noted here to the bathroom. If you take what's going on with this previously and building up to that . . . Again, if it was a bathroom incident and it was one time thing with my son, I would probably chalk that up as just a poor comment or poor comedy and make a comment back, especially with a Councilmember or anyone else in the public because I'm not going to blow-up." He then said that he would interpret the Councilmember's comment as a "homophobic joke" such as "you two guys look like a couple of gay dudes." He further commented, "[D]epending on the circumstances and how it was phrased, inflection, facial tone, things like that, more than likely, and the fact that I'm a freakin' Fire Chief interacting with a Councilmember, I'm going to pretty much take it as a joke."

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Chief Hayward said the interaction between Mr. Carrillo and Councilmember Zamora "caught [him] so off guard." Upon walking into a banquet hall, he said he "heard what [he] thought was a little bit of a loud conversation." He saw Patrick Carrillo, his son, and Councilmember Zamora and two other individuals—possibly Mr. Garcia and Mr. Meraz.

Chief Hayward observed Mr. Carrillo gesticulating his hands and "being very intense and trying to make his point across." Councilmember Zamora "was leaning back a little bit." He heard something to the effect of, "You disrespected my son, you're disrespecting me." He said that he knew that Mr. Carrillo was mad and heard either "Shut the fuck up" or "Get the fuck out of my business." He said that he has never observed Mr. Carrillo conduct himself in this manner. He said that he immediately walked over and heard Mr. Carrillo "saying something about getting away from his son or getting the fuck away from his son." He was an estimated 15-20 feet away from them at the time. Chief Hayward noted that Councilmember Zamora was not saying anything. He said he then approached Mr. Carrillo and placed his right arm on his left shoulder and his left hand on his left forearm, and "I patted him pretty hard and said, "Pat. Not here," or "Pat, this is not the place." He said it was not a "good situation because it's already intense and heated." He said that Mr. Carrillo did not say anything to him. Chief Hayward further described, "In fact, he paused for a brief second. He looked at me, knew I was there, he said a

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couple more things to him and that's when I tapped him on the shoulder pretty hard with my hand and said, 'Pat, this is not the place.'" Chief Hayward said that Mr. S. Carrillo "was standing upright behind his dad, not saying a word, no real expression on his face. More probably shock, if anything . . . he looked like he was in an awkward situation." He noted that Mr. S. Carrillo had the expression of "Oh my God, what's going on here?"

Chief Hayward said that he might have told Mr. Meraz, "What the hell just happened?" Chief Hayward asserted that an estimated four or five people (and potentially up to eight) were around Mr. Carrillo and the Councilmember when the encounter occurred in the banquet hall and noted that he was "sure" that others could hear their interaction, but "I just don't recollect as to who those individuals were."

Chief Hayward said that Councilmember Zamora had an "expression more of surprise" and had "a bit of a grin, I don't know . . . if it was embarrassment, I don't know if it was anger or shock, but he had more of a stoic look on his face and was almost kind of leaning back." He stated that he asked Councilmember Zamora, "What just happened?" Chief Hayward said the Councilmember said something to the effect of, "Hey man, I don't know, I tried to apologize to him, I guess he's upset, I said something about him and their shirts, but I tried to apologize to him."

Chief Hayward said that Mr. Carrillo then took a seat where he, Chief Hayward was seated. He said that he heard Mr. Carrillo "say something across the table, but I can't recall exactly what that was." He explained that he might have heard Mr. Carrillo say, "Hey, what are you looking at? What's your problem?" or something to that effect. He believes that Mr. Carrillo's comment was directed to the Councilmember Zamora who was within view and seated at a table with "no more than one table separation," which reportedly was an "estimated 20 feet." Chief Hayward said, "I saw [Councilmember Zamora] glance over a couple of times and he looked very intense. . . . I derived from that or inferred from that was that he was just trying to gauge the attitude of our table, you know, as to gosh, is everything okay or anything like that." He said that he could tell that Mr. Carrillo "was upset" because "he didn't say a word" and did not really engage with anybody.

Chief Hayward said that he also spoke with former Fire Chief Ryan Williams later the same evening. He said that he told Chief Williams, "Man, I don't have any idea what happened but something crazy just happened." He added that he told him "Dude, I have no idea what Pat and his son just got into, but there was some sort of a blow-out between him and Joe Angel." He said that he also had a brief call with Joe Walls ("Mr. Walls").⁸ He explained that he told Mr. Walls, "Dude, I have no idea what just happened, but there was some sort of encounter at this event." He described the encounter as "unbelievable" to Mr. Walls.

Chief Hayward explained to the Investigator that "this [was] something that I would never have witnessed, you know, on-duty or off, I would never see this because our guys have an unbelievable reputation of being professional, being courteous, on or off-duty, because that's just how we are." He reported that Mr. Walls "was a little taken aback" and said, "Oh great, this is going to be fun." He noted that the relationship between Councilmember Zamora and the

⁸ Joseph "Joe" Walls is the President of Santa Springs Firefighters, IAFF Local 3507.

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Firefighters union has “always been slightly tenuous.” He further commented that the relationship between the Firefighters union, the City, the City Chamber of Commerce, and the City Council “has always been excellent.”

Chief Hayward said that he also had a conversation with Mr. Cruz and vaguely recalls that he contacted Mr. Cruz the evening of the incident, but he said he is certain that he spoke to Mr. Cruz about the matter the next day. Chief Hayward said that he had a meeting with Mr. Cruz and the City Attorney on the next day—November 12th. He stated that he was informed that an investigation into the incident was probably going to take place. He said that he saw Mr. Carrillo a few days later and shook his hand at the administrative offices and briefly spoke generally about what was “going on” and Mr. Carrillo responded, “Hey, I’m sorry, sorry for the situation, sorry to get you in the middle of this.” He said that he thought he told him, “I hope you guys are doing okay.”

Chief Hayward further commented about the incident involving Mr. Carrillo and Councilmember Zamora in the following manner, “. . . I have thought about what could have escalated this incident to this, the only thing that I thought that maybe could happen because of this is because of, this is a man and his son and I have a 17 year old myself and all I can think of at that point is that for this to get to that level, to escalate to that level, was there a line crossed where somebody’s, not masculinity, but role as a father came into play and at some point, this man was pushed to a point where if you don’t do something or don’t have a reaction, his is thinking, “Oh my God dad, this is how it is?”” He explained that at some point he thought that Mr. Carrillo “stood up for himself as a man” and “a father.”

3. Additional Information

a. **Mr. Carrillo**

Chief Hayward said he has an “excellent” working relationship with Mr. Carrillo and described Mr. Carrillo as having “outstanding” performance as a Department member. He acknowledged that he has observed him use profanity in a “casual context” or “humorous context,” but he noted that he has never previously observed Mr. Carrillo use profanity in “a public setting or with an elected official.” He further commented that Mr. Carrillo “represents our department very well and himself” and “holds himself to a pretty high standard.”

Chief Hayward said that he does not recall Mr. Carrillo ever being disciplined. He described Mr. Carrillo as “very honest” and “very respectful” with everyone in addition to being “well-respected.” Chief Hayward said that the incident “is something that I never thought I’d see from [Mr. Carrillo]. And because of that and what I read [of his complaint] and knowing . . . you put something out there on paper like this, it better be the truth, and I don’t doubt in [Mr. Carrillo’s] mind that what he has here is the truth.”

b. **Councilmember Zamora**

Chief Hayward stated he knows Councilmember Zamora because he serves as a City Councilmember and serves as one of the instructors at a local elementary school—teacher or substitute teacher. He also stated that he works with him on City-related matters and events. He shared that he has observed Councilmember Zamora as being “intense” regarding matters

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involving the Firefighters Local and “warning them to stay out of politics.” He added that he had a negative interaction with Councilmember Zamora an estimated year ago when the Councilmember told him to keep his members out of politics.

Chief Hayward noted that he knows that Councilmember Zamora “occasionally” makes “funny comments.” He has never heard him make a “homophobic” comment.

Chief Hayward said that he did not witness Councilmember Zamora engage in any unprofessional or inappropriate conduct during the Blazing Tees event.

G. SUMMARY OF KEY ELEMENTS OF FIRE DEPARTMENT BATTALION CHIEF VICTOR MARIN’S INTERVIEW

1. Background

Battalion Chief Marin commenced his employment with the Fire Department in 1996 as an auxiliary firefighter and currently serves as Battalion Chief.

Battalion Chief Marin stated that he was present at the Blazing Tees event, and noted that he was part of a foursome. He indicated that he was “not really” in proximity to either Mr. Carrillo or Councilmember Zamora while on the golf course. He stated that he might have passed them up on the golf course. Battalion Chief Marin said that he did not observe any interaction between Mr. Carrillo and Councilmember Zamora while on the golf course or at the banquet hall following the tournament.

2. Allegations

a. Councilmember Zamora’s Alleged Screeching Squirrel Comment on Golf Course

Battalion Chief Marin said that he did not have any information concerning the alleged comment Councilmember Zamora made about a screeching squirrel while on the golf course during the Blazing Tees event.

b. Councilmember Zamora’s Comments on Golf Course Regarding Mr. Carrillo’s and His Son’s Matching Shirts

Battalion Chief Marin said that he did not have any information, other than what is discussed below, about comments Councilmember Zamora reportedly made about Mr. Carrillo’s and his son’s matching shirts. He said that he was not present on the golf course when this incident occurred.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Battalion Chief Marin said that he did not have any information about the comment allegedly made by Councilmember Zamora to Mr. Carrillo and his son while they were in the restroom. He said that how one would interpret Councilmember Zamora’s comment would depend partly

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on whether someone knew the Councilmember. He said that if one did not know the person making the comment, he noted that he would look at the person strange and question, "What are you talking about?" He further opined that, if he were Mr. S. Carrillo, he would look at the Councilmember and say, "What are you talking about? . . . I don't even really know you . . ."

If he were Mr. Carrillo, Battalion Chief Marin said, "Yeah, again those are the type of situations that . . . you know . . . you have to be a parent and know . . . you know what . . . I've had enough. I've listened to this all day and I think unfortunately, if whatever [Mr. Carrillo] did . . . he was tired and done with the messing around so. Yeah it was an unfortunate situation and although I would have wanted it to be handled differently . . . I can't explain how [Mr. Carrillo] felt . . . because I think at that point . . . it's too hard to put yourself in that position. Because even though you want to do something that's right, you want to maybe turn and walk away. It's hard to say when it involves your child."

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Battalion Chief Marin said that he came to his assessment that "something wasn't right" because Councilmember Zamora looked "visibly upset" and he had the impression that Councilmember Zamora was crying. He said that he also observed at the time Councilmember Zamora looking in the direction of a table where Mr. Carrillo was sitting with some other people who had participated in the golf tournament. Battalion Chief Marin said that Mr. Carrillo did not look upset when he observed him at the table with other people. He said he was in the presence of Chief Hayward and Councilmember for an estimated three to five minutes.

Battalion Chief Marin said that he did not know what had occurred at that time, but indicated that he was able to secure some information that something had occurred in or by the bathroom. He said that he did not know whether he gathered information that the matter involved Mr. Carrillo while he was listening to Chief Hayward and Councilmember Zamora or whether he subsequently learned of this information when the Councilmember continued to speak with him. Battalion Chief Marin affirmed that Councilmember Zamora spoke with him about his encounter with Mr. Carrillo after Chief Hayward left. He said he recalled Councilmember Zamora telling him, "You need to get the firefighter under control," or something to that effect. Battalion Chief Marin asked the Councilmember to whom he was referring and he then learned the matter involved Mr. Carrillo. He said that Councilmember Zamora was not happy because of what had occurred with Mr. Carrillo and because of belief that that Mr. Carrillo and those with whom he was speaking at the banquet hall were laughing at the Councilmember. He said that Councilmember Zamora told him, "They're laughing right now." Battalion Chief Marin said that Mr. Carrillo and the individuals with whom he was speaking were "so far away" that he could not determine what they were talking about. Battalion Chief Marin said that he did not recall Councilmember Zamora describing the conduct of Mr. Carrillo that he, the Councilmember, deemed to be problematic. He said that he understood that Chief Hayward already knew about the incident through his discussion with Councilmember Zamora and, as such, he stated that he did feel the need to delve into the matter and rehash it with the Councilmember at that specific time. He said that it was not his role to do so.

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Battalion Chief Marin said he later learned about the matter involving Mr. Carrillo and Councilmember Zamora "through the grapevine." He said that he heard that the Councilmember had a conversation with Mr. Carrillo's son, Mr. S. Carrillo. He said that he did not know what was exactly said, but recalled that Mr. Carrillo and his son might have been wearing the same shirts during the Blazing Tees event. Battalion Chief Marin said that he thought that Councilmember Zamora commented on the Mr. Carrillo's and his son's attire. He said that he did not know whether Councilmember Zamora's comment about what they were wearing came off "good" or "bad," but he recalled that it "was kind of like the precursor of what was about to be done and said." Battalion Chief Marin said he also heard Councilmember Zamora was making comments to Mr. Carrillo's son regarding "not necessarily sexual orientation, but just making inappropriate comment to that individual." Battalion Chief Marin said that he learned of this information through members of the Fire Department. When asked to explain why he used the term "sexual orientation," Battalion Chief Marin replied, "I said sexual orientation, but you know maybe . . . maybe just trying to categorize it as inappropriate comments stating like maybe going back to the fact that [Mr. Carrillo and his son] were wearing the same gear. The same shirt. And maybe making a comment saying 'that was gay.'" Battalion Chief Marin said that he has never observed Councilmember Zamora make such types of comments, i.e., "that's gay" or "look at them that's gay." Battalion Chief Marin affirmed that he heard through the "grapevine" that Councilmember Zamora perhaps made a comment that wearing matching shirts was "gay" or something to that effect. He said that he thought he also heard someone say that Mr. Carrillo told Councilmember Zamora that no one liked him. Battalion Chief Marin said, "I got the feeling that [Mr.] Carrillo had enough and he basically gave [Councilmember] Zamora some of his thought." He further commented, "It wasn't a good scenario from both sides. . . . it was definitely unfortunate."

Battalion Chief Marin said that, based on his recollection, Councilmember Zamora never approached him again to talk to him about the issue. Battalion Chief Marin also said that he never spoke with Mr. Carrillo about the matter. He said that he did speak about the incident with Chief Hayward the same evening of the Blazing Tees event.

Battalion Chief Marin denied that Mr. Carrillo came up to Councilmember Zamora and him at the banquet hall and started to badmouth the Councilmember. He said that never observed Mr. Carrillo engage in this type of conduct toward Councilmember Zamora at the banquet hall. Battalion Chief Marin said that he had some interaction with Councilmember Zamora at the Banquet Hall. He said that Councilmember Zamora was speaking with Chief Hayward and he walked over to them to say hello. He said that after greeted them he came to realize that "something wasn't quite right" and "something ha[d] gone on."

3. Additional Information

a. **Mr. Carrillo**

Battalion Chief Marin said that he knows Mr. Carrillo through work. He stated that he has a "fine and good" working relationship with Mr. Carrillo. He said that he has never observed Mr. Carrillo engage in unprofessional or inappropriate conduct. He also stated that he has never heard anything negative about Mr. Carrillo.

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b. Councilmember Zamora

Battalion Chief Marin said he knows Councilmember Zamora through City-related interactions. He noted that he does not have a lot of interaction with the Councilmember, but indicated that he does see the Councilmember at City Council meetings or City events. He said that he has never observed Councilmember Zamora engage in unprofessional or inappropriate conduct. Battalion Chief Marin said that he has heard through the “grapevine” that Councilmember Zamora had interactions with individuals, which, in turn, made the persons “feel uncomfortable.” Battalion Chief Marin said that he did not know whether Councilmember Zamora’s conversations with these individuals were “inappropriate.” Battalion Chief Marin did not provide more details with regard to this statement when the Investigator offered him the opportunity to do so.

H. SUMMARY OF KEY ELEMENTS OF CITY ELECTRICIAN ABEL MERAZ’S INVESTIGATIVE INTERVIEW

1. Background

Mr. Meraz has been employed by the City and serves as the City Electrician and works for the City’s Public Works Department. In this capacity, he is responsible for all of the City-owned properties, including maintenance.

Mr. Meraz stated that he attended the Blazing Tees event and was part of a foursome comprised of City colleagues Mr. Garcia, Mr. Molina, and Mr. Cerda. He said that his foursome started on the same hole as Councilmember Zamora’s foursome, but noted that his group was on the “B” side, and, as such, trailed Councilmember Zamora’s foursome whose group was on the “A” side. He explained, “So along the whole course, you’re kind of traveling with them, but trailing them, so you’ll see them back and forth here and there.”

2. Allegations

a. Councilmember Zamora’s Alleged Screeching Squirrel Comment on Golf Course

Mr. Meraz said that he did not have any information concerning the alleged comment Councilmember Zamora made about a screeching squirrel while on the golf course during the Blazing Tees event.

b. Councilmember Zamora’s Comments on Golf Course Regarding Mr. Carrillo’s and His Son’s Matching Shirts

Mr. Meraz said that he did not hear Councilmember Zamora make any comments about the matching shirts that were worn by Mr. Carrillo and his son to anyone, including Chief Crook. He said that he subsequently learned that the “incident” was about the Councilmember’s comments about their matching shirts. He further commented that he did not hear or observe any conduct between Councilmember Zamora and anyone else, including Mr. Carrillo, that he would deem inappropriate.

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c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. Meraz said that he has no information about Mr. Carrillo and Councilmember Zamora's interaction in the restroom.

With regard to the comment allegedly made by Councilmember Zamora regarding Mr. Carrillo and his son being in the wrong restroom or something to that effect, Mr. Meraz asserted that the statement "would probably bother" him. He further commented, "It would bother me because I do have a son. And I think it would bother me that somebody said that in front of my kid, especially my kid's a little bit younger" He said the alleged comment would "put[] stuff in [his] kid's head like . . . hey, what's wrong with us being in this bathroom together? You know? What are we not good enough for you to use the same bathroom with us? . . . [I]s there something funny about us that you don't want to use the bathroom with us?" Mr. Meraz further said that he would take the comment as being offensive because "[t]hat's like, I mean, kind of disrespecting me in front of my son." He explained, "Like my son's going to tell me like, 'Dad, what's he talking about? How come he doesn't want to go to the bathroom with us?'" Mr. Meraz said that he would then have to explain to his son why the comment was made, which, in turn, he said would make him madder.

Mr. Meraz said that he would take the comment about matching shirts as a compliment.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. Meraz stated that he did observe Mr. Carrillo interact with Councilmember Zamora at the Blazing Tees banquet. He said that he was speaking with Chief Hayward at the banquet hall and Councilmember Zamora was in close proximity to them—an estimated four to five feet away. He said that he then heard a loud voice while he was talking to Chief Hayward, and then noticed that Mr. Carrillo was "kind of screaming" at Councilmember Zamora.

Mr. Meraz stated that he heard, "Oh, you ain't shit," "Don't you ever disrespect me like that in front of my kid," "He's my son," or something to that effect. He said that Chief Hayward then looked at him and said, "What's going on?" to which he replied, "I don't know what's going on." He said that Chief Hayward said that he would call him and then walked away. Mr. Meraz said that Mr. Carrillo then stopped interacting with Councilmember Zamora and the Councilmember sat down at a table. Mr. Meraz said that he joined Councilmember Zamora by sitting down at this table and asked him, "Hey dude, you alright? What happened?" Mr. Meraz said that Councilmember Zamora responded by stating, "Yeah, yeah. It's alright. Yeah, something happened in like the restroom or something." Mr. Meraz said that he noticed that "something was bothering" Councilmember Zamora. He said that noticed that the Councilmember subsequently approached Chief Hayward to speak with him.

Mr. Meraz said that Councilmember Zamora did not explain to him what had occurred in the restroom with Mr. Carrillo. Mr. Meraz then recalled that Councilmember Zamora told him that Mr. Carrillo became offended because of what the City Councilmember told him in the restroom, "Oh cute. You and your son are wearing the same shirts." Mr. Meraz said that Councilmember

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gave this explanation at the same time to Mr. Garcia and Mr. Molina at the banquet hall. Mr. Meraz said that he has not heard additional information about this incident. He further affirmed that he did not observe any other interaction between Mr. Carrillo and Councilmember Zamora on that day.

3. Additional Information

a. Mr. Carrillo

Mr. Meraz stated that he did know Mr. Carrillo and noted that he works as a fireman. He said that he has known Mr. Carrillo for an estimated 10 years. He said that he does not have a regular working relationship with Mr. Carrillo. He noted that he exchanges greetings with Mr. Carrillo if he sees him. Mr. Meraz said that he has never observed Mr. Carrillo engage in any conduct that he deemed to be unprofessional or inappropriate. He said that he was blindsided by the whole incident because Mr. Carrillo seemed like “a nice guy every time” he interacted him.

b. Councilmember Zamora

Mr. Meraz asserted that he has known Councilmember Zamora since high school noting that they went to high school together. He said that he has worked with Councilmember Zamora on projects that he, the Councilmember, is overseeing or that he wanted completed. He stated that he has never observed Councilmember Zamora engage in inappropriate or unprofessional conduct. He reiterated that he was blindsided by the incident involving Mr. Carrillo and Councilmember Zamora.

I. SUMMARY OF KEY ELEMENTS OF CITY OF WHITTIER POLICE DEPARTMENT CAPTAIN KENT MILLER’S INTERVIEW

1. Background

Capt. Miller has been with law enforcement for 24 years, 23 of which have been with the City of Whittier Police Department. He was promoted to captain of the Whittier Police Department in November 2019 shortly before the Blazing Tees event, and was assigned the City contract under which the Whittier Police Department provides law enforcement services.

Capt. Miller said that he was one of the City’s foursome in which Councilmember Zamora was also a member. He said that he was invited to participate in the Blazing Tees event by Mr. Cruz. He said a Starbucks business owner was also part of his foursome. He said that he was on the “A” side. Capt. Miller said he was informed by Councilmember Zamora that City Public Works Department employees were on the “B” side.

2. Allegations

a. Councilmember Zamora’s Alleged Screeching Squirrel Comment on Golf Course

Capt. Miller said that Councilmember Zamora’s alleged comment about a screeching squirrel “doesn’t register at all.”

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b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Capt. Miller said that he received a call from Mr. Cruz and the City Attorney after the Blazing Tees event about anything unusual he observed with regard to Councilmember Zamora and two individuals wearing similar shirts. The Investigator then showed Capt. Miller a photographic image of the shirts worn by Mr. Carrillo and his son. Capt. Miller reviewed the image and noted that the shirt depicted was similar to the ones he observed worn by individuals during the Blazing Tees event. He said that Mr. Cruz asked him whether there was anything negative concerning an interaction he observed involving Councilmember Zamora to which he replied, "No." Capt. Miller said he was informed that a complaint had been filed. He stated that he did not know Mr. Carrillo and believed that he first learned of Mr. Carrillo's name through the interview with the Investigator. Capt. Miller said that he had such a brief interaction with Mr. Carrillo that he mentioned he is uncertain that he would be able to recognize him if he were to see him again.

Capt. Miller recalled having only one contact with Mr. Carrillo and his son. He said that they were just leaving the green having finished playing a hole. He said Councilmember Zamora was driving the cart and he was in the passenger seat. Capt. Miller said he acknowledged Mr. Carrillo and his son and he said he assumed that they knew one another. Capt. Miller said that Councilmember Zamora said "something" about their shirts. He said he responded, "Oh, yeah, they match." He said that he knew that Mr. Carrillo and Ms. S. Carrillo were father and son based on what he believed was a comment made by Mr. Carrillo or information received from Councilmember Zamora. He then he said he remembered that Mr. Carrillo stated, "Hey, that's my son," referring to Mr. S. Carrillo or that the Councilmember Zamora indicated that Mr. S. Carrillo was Mr. Carrillo's son.

When the specific allegation was raised by the Investigator, Capt. Miller stated that the comment, "What's up with the shirts?" sounded familiar. He then said the comment was made in a "teasing tone." He said, "I assumed he was just teasing because he knew them." He said that he recalled Councilmember Zamora making a comment about Mr. Carrillo's and his son's matching shirts, but he stated that he did not recall that Councilmember Zamora made a comment about "leopard skin prints" or "leopard skin shirts." He said that the he did not perceive Councilmember Zamora's teasing of Mr. Carrillo and his son as being "malicious, directed, hurtful in any way."

Capt. Miller said that Councilmember Zamora's comment about Mr. Carrillo's and his son's matching shirts was "so unremarkable" and "he didn't think anything of it." He said that he did not recall that Councilmember Zamora made any "gay" reference in connection with statements he made about the matching shirts worn by Mr. Carrillo or his son. Capt. Miller said Councilmember Zamora told him, in reference to the shirt worn by Mr. S. Carrillo, that "I'm glad my dad didn't dress me in a shirt like that." He said the Councilmember did not explain his statement and he did not ask him to explain it. Capt. Miller said that Councilmember Zamora made this comment while Mr. Carrillo and his son were driving off in their cart or after the Councilmember and he were done playing the hole and driving off. Capt. Miller affirmed that he did not hear the Councilmember make comments about their matching shirts the rest of the day.

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Capt. Miller said he believed that Mr. Carrillo's son was outside of the cart putting his clubs into his bag and getting into the cart when the exchange between Mr. Carrillo and Councilmember Zamora occurred. Capt. Miller said that he observed Mr. S. Carrillo and noted that he did not notice anything remarkable regarding Mr. S. Carrillo's look or expression. He said that he did not believe Mr. S. Carrillo said anything at the time.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Capt. Miller said that he heard rumors about Councilmember Zamora's alleged comment to Mr. Carrillo and his son about being in the wrong restroom or something to that effect. He stated that he believed he learned of this information from Chief Hayward, but then he said he did not recall from whom he received this information, noting, "I don't want to lay Chief Hayward out." He said that he heard that "there was a rather uncomfortable conversation or interaction in the men's restroom."

Capt. Miller said that he would interpret the alleged comment about being in the wrong restroom as "an assumption that we're effeminate or we're women." With respect to the alleged complained-of conduct, Capt. Miller stated, "quite frankly, men do a lot with each [other] in the restroom and locker rooms, having played college sports and athletics."

Capt. Miller said that he would interpret Councilmember Zamora's alleged comment differently depending on who said the comment to his son and him. He explained, "There's [sic] certain Councilmembers who I would just laugh at and so would my son [b]ecause I know them." He further commented, "When there's no history there of antagonism or hurtfulness, I would take it as being joking." He said that he would have a different opinion if he did not have a relationship with the Councilmember who made the alleged comment. He explained that he "would be a little bit more offended because I think that that's extremely forward and aggressive a comment when you don't know somebody." He further commented the alleged comment is "offensive" and expressed his view that "the first interaction with somebody shouldn't be that."

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Capt. Miller said that he did not see any other interaction between Mr. Carrillo or Councilmember Zamora at the banquet hall. He said that he did not sit with the Councilmember during the banquet. He said that he sat next to Mr. Cruz and thought that Councilmember Zamora sat next to members who were on the "B" side of their foursome and employees of the City's Public Works Department.

Capt. Miller said that he was not aware of the complained-of conduct until he received a call from the City Manager and the City Attorney. He acknowledged that he also subsequently learned that there was some kind of interaction at a banquet table between Mr. Carrillo and Councilmember Zamora, but he indicated that he did not remember from whom he learned this information. He further commented that he did not remember the nature of the information that he received.

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3. Additional Information

a. **Mr. Carrillo**

Capt. Miller said that he does not know Mr. Carrillo other than his limited interaction on the golf course at the Blazing Tees event.

b. **Councilmember Zamora**

Capt. Miller said that he does know Councilmember Zamora through his role as captain. He says he knows the City Councilmembers based on his interactions with them. He said that the Blazing Tees event “was the first extensive event that I’ve ever been to with any Councilmember” and it happened to be with Councilmember Zamora. He stated that he has a good working relationship with the Councilmember. Capt. Miller stated that he did not know Councilmember Zamora prior to being promoted to captain other than by name and title.

Capt. Miller said that he has never observed Councilmember Zamora act unprofessionally or inappropriately prior to the Blazing Tees event. He said that he did observe Councilmember Zamora being “very teasing” on the day of Blazing Tees event. He explained, “[Councilmember Zamora] talks to everybody and treats everybody like he’s known them for years and they’re like friends from high school.”

Capt. Miller said that he observed that Councilmember Zamora had been drinking during the Blazing Tees event. He said that he did not believe the Councilmember was inebriated. He stated that Councilmember Zamora’s speech was not slurred and further asserted that he “would know if somebody was extremely intoxicated.”

Capt. Miller said that the Councilmember approached him during the Mayoral swearing-in event in early 2020 and said something about the investigation. He said that he told the Councilmember that he was not going to talk about the matter and that he wanted to stay out of it. Capt. Miller said that Councilmember Zamora asked him, “Have you been interviewed yet?” He indicated that he responded to the Councilmember, “No, but I anticipate it’s going to happen.” Capt. Miller stated that he told Councilmember Zamora at that point that he did not want to talk about it. He said he told the Councilmember, “I’m not going to talk about it.” He said that the Councilmember did not tell him what to say as part of the investigation. He also noted that Councilmember Zamora did not express his view to him about the matter.

J. **SUMMARY OF KEY ELEMENTS OF CHAMBER OF COMMERCE MEMBER DANIEL O’MARAH’S INTERVIEW**

1. Background

Mr. O’Marah stated that he was part of a foursome during the Blazing Tees event, which was comprised of Councilmember Zamora, Mr. Cruz, and Chief of Santa Fe Police Kent Miller (“Capt. Miller”).⁹ He said that he is the Manager of a Starbucks located in the City off of

⁹ The City of Santa Fe Springs contracts with the City of Whittier to provide law enforcement services.

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Telegraph next to the service building of the City's Police Department. Mr. O'Marah further mentioned that he will serve as the President of the Chamber of Commerce in 2021.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Mr. O'Marah affirmed that he did not have any recollection that Councilmember Zamora made a comment about a screeching squirrel on the golf course during the Blazing Tees event. Mr. O'Marah said that his distance to the Councilmember on the golf course ranged from within a couple of feet to 50 to 100 feet.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Mr. O'Marah affirmed that he did not have any information that Councilmember Zamora commented on Mr. Carrillo's and his son's matching shirts. He further affirmed that he did not later learn about any comments Councilmember Zamora made about the shirts. Mr. O'Marah also said that he did not have any information about comments allegedly made to Chief Crook by Councilmember Zamora about the matching golf shirts worn by Mr. Carrillo and his son. He further affirmed that he never heard any comments made by the Councilmember about matching shirts or something to that affect. He noted that Mr. Cruz and he were the worst golfers of the foursome and, as such, they "were more in the bushes finding their balls" during the golf tournament.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. O'Marah said that he did not have any information regarding Councilmember Zamora's alleged comment to Mr. Carrillo and his son about being in the wrong restroom or something to that effect.

Mr. O'Marah said that he would interpret such as comment from the Councilman as indicating that he had walked into the wrong gender restroom. He said, "I would assume they were saying that I walked in the wrong gender restroom." He said that he would "just disregard" such a comment. Mr. O'Marah said that he has told his son that he should not let somebody else's comment impact him if he does not truly believe it. Mr. O'Marah further said that he would tell his son to disregard a comment if such a comment was made directly to him.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. O'Marah said that he did not have any information that Mr. Carrillo and the Councilmember interacted at the banquet hall following the golf tournament portion of the Blazing Tees event. He affirmed that he attended the banquet. He said that he sat at a table with Mr. Cruz and Capt. Miller.

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3. Additional Information

a. Patrick Carrillo

Mr. O'Marah indicated that he did not know Mr. Carrillo, but he then stated that he that must have met Mr. Carrillo because he, Mr. O'Marah, meets a lot of people.

b. Councilmember Zamora

Mr. O'Marah said that has known Councilmember Zamora probably for an estimated two years.

Mr. O'Marah said that he has never witnessed Councilmember Zamora engage in any kind of unprofessional or inappropriate conduct, including statements or comments. He said that he did not observe the Councilmember as being influenced by alcohol on the day of the Blazing Tees event, although he acknowledged that he did observe the Councilmember drinking alcohol during the day. He further affirmed that he has never heard Councilmember Zamora make comments that were or have interpreted to be homophobic or questioning somebody's sexuality or gender.

Mr. O'Marah stated that he attended a City Chamber of Commerce event held in Temecula. He said he did not observe Councilmember Zamora make fun of a shirt worn by Mr. Cruz. He further commented that he did not observe Councilmember Zamora make any comment that he would believe to be offensive or inappropriate by a Councilmember.

K. SUMMARY OF KEY ELEMENTS CITY RESIDENT DOUG RODGER'S INTERVIEW

1. Background

Mr. Rodgers said he is a City resident and said that he knows Councilmember Zamora. He said that he knows Councilmember Zamora because he believes Councilmember Zamora's mother was on the school board of the district in which his, Mr. Rodgers', wife worked as a part-time teacher's aide. He said that he knew Councilmember Zamora's mother.

2. Additional Information

a. Councilmember Zamora

Mr. Rodgers said that his wife introduced Councilmember Zamora to him an estimated five years ago on Father's Day. He said that his wife, children, and he were playing "over the line" in the grass field adjacent to a local school. He mentioned that a car pulled up along the street along the grass field and a man, Councilmember Zamora, got out of the car and walked over to his wife.

Mr. Rodgers said that he was an estimated two feet from his wife when Councilmember Zamora started speaking with his wife. He said that his wife introduced the Councilmember to him and he replied, "Hi." He said that Councilmember Zamora started talking about a few different items. Mr. Rodgers said that he "really wasn't paying too much attention" to his wife and

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Councilmember Zamora's conversation, but he said he overheard Councilmember Zamora say "something to the effect of somebody being gay" and that his wife had the same opinion about the matter. He said that his wife became "quite upset" and told Councilmember Zamora, "You don't know anything about me. You don't know me. You have no opinion on how I feel about something like that." He said that he walked away when he saw that his wife was getting upset because it was his turn to hit the ball. Mr. Rodgers said that he did not participate in the conversation. He said that Councilmember Zamora's tone was "like he thought there wasn't a place for them or something." He affirmed that he did not observe Councilmember Zamora say anything that was disparaging or homophobic, but then said Councilmember Zamora "made it sound like his opinion was not favorable to gay people." Mr. Rodgers said that he did not know the context in which Councilmember Zamora made the comments to his wife and noted that he "came out of the blue and started talking" to his wife. He said that his oldest son was present when the Councilmember made the comments and noticed that his mom was upset, but probably did not know the nature of the conversation.

Mr. Rodgers said that he did not know whether Councilmember Zamora was a Councilmember at the time of the incident involving his wife on Father's Day. Mr. Rodgers said that this wife thereafter spoke to him about the incident and questioned why Councilmember Zamora was speaking to her in this manner. He said that she told him that she did not know the Councilmember and that the Councilmember did not know her "at all." He said that his wife and he later thought that Councilmember Zamora's comment was related to A.J. Hayes, a candidate who was running for City Council at the time who is gay. Mr. Rodgers acknowledged that Councilmember Zamora never mentioned Mr. Hayes by name when he spoke to his wife on Father's Day an estimated five years ago. He also admitted that Councilmember Zamora never mentioned that "we don't want these kind of people in our City," and clarified it was a "feeling" that his wife had. Mr. Rodgers said that he did not believe that he has interacted with Councilmember Zamora since this Father's Day incident. He said that he has not heard that Councilmember Zamora has made any homophobic comments since this incident an estimated five years ago.

Mr. Rodgers stated that Mayor Rounds and he are friends. He said that he met him an estimated 30 years ago. He said that Councilwoman Miller is "probably just an acquaintance," and commented he has only greeted her whenever he has seen her.

L. SUMMARY OF KEY ELEMENTS OF CITY RESIDENT KATRINA RODGER'S INTERVIEW

1. Background

Ms. Rodgers stated that she knew the Councilmember from his work as a substitute teacher at Little Lake City School District and through his mother who served on the school board. She described her relationship with Councilmember Zamora as being an acquaintance and "[n]ot really a friend."

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2. Additional Information

a. Councilmember Zamora

Ms. Rodgers stated that she has observed the Councilmember make a statement that she deemed to be unprofessional or inappropriate. Ms. Rodgers described an incident where the Councilmember (before he was elected) dropped by while she and her family, specifically her children and her husband, were playing over the line at a park. She asserted that the incident probably took place on Father's Day an estimated 4 to 5 years ago. Ms. Rodgers stated that she believed that the Councilmember was running for office at the time. Ms. Rodgers said that he stopped by to talk at which time she introduced him to her husband. She said that during the course of the conversation, he told her, "Hey, I know that you know certain things are going on in our City and know that your moral, basically, compass is the same as mine and you don't believe in certain things."

Ms. Rodgers said that she "knew exactly what he was saying" and became "really upset" and said, "I don't believe the same thing you do. I don't believe the same thing you do. That you have no right to say that to me." Ms. Rodgers admitted that the Councilmember never used names when he spoke with her. Ms. Rodgers asserted her belief that he was speaking about A.J. Hayes who was a former candidate who is gay. When asked why she believed the Councilmember was speaking about A.J. Hayes, she responded, "No, it was too obvious" and reiterated that he mentioned matters involving morality and the she did not "believe in that." She said that she thought at the time, "I know who he is talking about." Ms. Rodgers stated that she told him, "You know what? No. I don't believe the way you do and don't put that in my mouth. And don't put that in my head." Ms. Rodgers said that the Councilmember then apologized to her stating, "Oh, I'm sorry. . . . I didn't know that you felt that way." She said that she then said to the Councilmember that she had "to get back to [her] game with [her] kids" and walked away. Ms. Rodgers said that "he knew that [she] was probably pretty upset at that point." Ms. Rodgers said that the Councilmember did not use the word gay, sexual orientation, or similar words during her encounter. She reiterated that she knew that she was speaking about the gay candidate by the way he made the comment. Ms. Rodgers further commented that the interaction lasted probably less than 15 minutes.

Ms. Rodgers affirmed that she has not heard the Councilmember make any comment that was homophobic, anti-gay, or biased towards individuals based on sexual orientation. Ms. Rodgers said that she recalled raising the incident to Mayor Rounds "a long time ago" because she was "so upset." Ms. Rodgers said that she told Mayor Rounds that she did not like the Councilmember because she did not think "he's right for the job." She thought she also told Mayor Rounds, "I don't think he's very accepting of people. People period." She said that could not remember whether she told Mayor Rounds at the time that the Councilmember was making a reference to Mr. Hayes because of his sexual orientation.

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M. SUMMARY OF KEY ELEMENTS OF CITY MAYOR WILLIAM "BILL" ROUNDS' INTERVIEW

1. Background

Mayor Rounds was elected to City Council in 2007 and presently serves as the City's Mayor. Mayor Rounds had served on the City Planning Commission for nine years before being elected to City Council in 2007. Mayor Rounds has served as the City's Mayor on two previous occasions for one-year terms.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Mayor Rounds said that he did not have any information concerning the alleged comment Councilmember Zamora made about a screeching squirrel while on the golf course during the Blazing Tees event.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Mayor Rounds said he does not have information that Councilmember Zamora commented on the matching shirts worn by Mr. Carrillo and his son, Mr. S. Carrillo, during the Blazing Tees event other than the information he indirectly received from, for example, from Councilmember Trujillo, as further described below.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mayor Rounds said that he does not have any information about a comment Councilmember Zamora allegedly made to Mr. Carrillo and his son, Mr. S. Carrillo, while they were in the restroom other than the information that he indirectly he received from, for example, Councilmember Trujillo, as further described below.

Mayor Rounds said he would interpret Councilmember Zamora's alleged comment that Mr. Carrillo and his son were in the wrong restroom or something to that effect as indicating that "this must be the women's restroom."

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mayor Rounds stated that he did not attend the Blazing Tees event. He said that he heard about the interaction between Mr. Carrillo and Councilmember Zamora through a call he received from Councilmember Trujillo the night of the event. He said that he also learned about the incident from another call from a man he believed he received the following morning. He said that he could not recall the identity of this individual, but asserted that the substance of the call was the same as the call he had with Councilmember Trujillo.

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With regard to Councilmember Trujillo, Mayor Rounds described that he received a call the night of the incident from her while he was in Las Vegas. He said that she asked him whether he had heard about what had occurred, including “[w]hat Joe Angel did this time.”

Mayor Rounds said that Councilmember Trujillo reported that Mr. Carrillo and his son were dressed alike at the Blazing Tees event and that Councilmember Zamora said to them throughout the day, “Oh, come on, you guys look gay.” He said that she told him that other firefighters were present, including Chief Crook. She also told him that Councilmember Zamora went into the restroom while Mr. Carrillo and his son were using it and commented, “Oh, I must be in the wrong bathroom.” He said that Councilmember Trujillo further reported that Mr. Carrillo replied, “If you don’t stop, I’m going to kick your butt,” or something to that effect. He said that she further noted that certain people observed Councilmember Zamora walk out of the restroom with a face as if “he didn’t know what was going on” and then proceeded back to his table. He then said he was not certain whether Councilmember Trujillo was the individual who told him about Councilmember Zamora’s “blank face” when he walked out the restroom. He explained that Councilmember Zamora might have had a stunned face and noted that she said that he was not smiling or laughing when he exited the restroom. Mayor Rounds said that he did not know whether Councilmember Trujillo observed Councilmember Zamora walk out of the restroom.

Mayor Rounds said that Mr. Cruz spoke to him about the incident upon his return from Las Vegas and relayed to him that a complaint had been filed and that he, Mayor Rounds, should not speak to anybody about the matter. He said that he never spoke to Councilmember Trujillo about the matter again.

3. Additional Information

a. **Mr. Carrillo**

Mayor Rounds said he knows Mr. Carrillo as a firefighter. He said that he received a report from the Fire Chief in 2017 that one of the Fire Department’s firefighters sustained an injury while fighting a fire and he decided, as Mayor of the City, to visit the injured firefighter who was Mr. Carrillo. He said that he has also interacted Mr. Carrillo while he, Mr. Carrillo, was on duty or during City-related events, such as open houses. Mayor Rounds noted that they would exchange greetings with one another, but did not address business-related items.

Mayor Rounds affirmed that he has never observed Mr. Carrillo act unprofessionally or inappropriately during the course of his employment at the Fire Department.

Mayor Rounds acknowledged that Councilmember Trujillo mentioned that Mr. Carrillo told Councilmember Zamora that he was “going to kick [his] ass” or something to that effect at the Blazing Tees event. He said that he has never heard Mr. Carrillo use profanity with anyone. He commented that he considered Mr. Carrillo “like a gentle giant.” When the Investigator asked what he meant by “gentle giant,” Mayor Rounds said a “very humble person that’s not going to harm a flea.”

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b. Councilmember Zamora

Mayor Rounds stated that he knows Councilmember Zamora. He explained that he has known the Councilmember since he, the Councilmember, was a child. Mayor Rounds further explained that he knew the Councilmember's mother, Hilda Zamora ("Ms. Zamora"), who used to host various functions at her residence and "be involved in the City." He said that the Councilmember and Ms. Zamora were supportive of him when he decided to run for City Council in 2007. He stated that he had a "really good relationship" with the Zamora family.

Mayor Rounds stated Councilmember Zamora ran for office a few years after 2007. He said that he gave money and his endorsement to Councilmember Zamora, but noted that he "really didn't go out and walk for him" during the campaign. Mayor Rounds said that Councilmember Zamora did not win his election and their "friendship kind of went a little bit south." Mayor Rounds said that Councilmember Zamora ran again for City Council in or about 2011/2012, but he acknowledged that he was uncertain about the exact date. He said that he did not support Councilmember Zamora when he ran again for City Council. He explained, "By that time, we . . . our friendship had gone by the wayside and we just didn't support each other at that point."

When asked why they no longer had a friendship, Mayor Rounds said that he had philosophical disagreements with Councilmember Zamora, such as the manner one treats people. He mentioned that a lot of contracts have been in place in the City for years and he noted that he has built a lot of relationships with contractors and believes that they are "just very good people at what they do." Mayor Rounds said that he would receive feedback from contractors after Councilmember Zamora was elected that he, Councilmember Zamora, "was out soliciting people or chang[ing] things" through what he, Mayor Rounds, considered "backdoor deals."

Mayor Rounds asserted his belief that his friendship with Councilmember Zamora separated the last time he served as City Mayor in 2017. He explained that the City never had a Code of Conduct for its Councilmembers. He said that the City Council decided that a Code of Conduct was needed in 2017 because of "numerous actions" taken by Councilmember Zamora. He said that he met with Councilmember Zamora during this period with the support of other City Councilmembers to express concern to Councilmember Zamora about his actions not only in City Hall, but also in the public. He said that he counseled Councilmember Zamora at the time to "change his ways." When questioned by the Investigator, Mayor Rounds affirmed that he believed that Councilmember Zamora would engage in conduct that sometimes was on the "shady side" or engage in dealings he, Mayor Rounds, perceived to be inappropriate. Mayor Rounds said that Councilmember Zamora refuted this characterization of his conduct. He also admitted that that does not have "actual proof of many, many things" concerning Councilmember Zamora, but stated that he heard concerns from a city councilmember from another city, by way of example.

Mayor Rounds also referenced a City Chamber event in which Councilmember Zamora participated an estimated two years ago. He said that he learned from other attendees of the City Chamber event that Councilmember Zamora "was wasted last night." He expressed his view that it is inappropriate for a Councilmember who is representing the City to get wasted or "intoxicated where you almost pass out type of thing." He said he learned of this information from a City Chamber member by the name of Mike Foley, who is a Chamber Board Member.

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He stated that the other Chamber member is an individual by the name of "Dan" who works for an entity that involves the stock market. He said others employed by the City also commented about Councilmember Zamora's conduct at the Chamber event; however, he said that they "would back off" because "several of them were afraid of retaliation." Mayor Rounds said that one of the individuals who was afraid was a City contractor. Mayor Rounds said that he has observed or heard that Councilmember Zamora was inebriated at other events, such as the 2019 Temecula event with the Chamber. Mayor Rounds mentioned that members of the community, including business leaders and residents, have commented to him that they did not want Councilmember Zamora representing them in City Council.

Mayor Rounds stated that the Councilmember knocked on the door of the residence of Mr. and Mrs. Rodgers when he was running for City Council. He noted that a person by the name of A.J. Hayes, who was running for City Council at the same time, is gay. He said that Councilmember Zamora told Mr. and Mrs. Rodgers that, "[W]e don't want people on our City Council that're gay" or "[W]e don't want gay people running our City." When asked whether Councilmember Zamora made these comments, Mayor Rounds affirmed that the Councilmember made such comments. Mayor Rounds said that Mr. and Mrs. Rodgers are City residents. Mayor Rounds stated that this incident occurred during the period Councilmember Zamora was elected to City Council. He said that he learned of this comment directly from Mr. and Mrs. Rodgers. He explained that they were acquaintances of Mr. Hayes at the time and they took offense when Councilmember Zamora made the statement to them about gay people. Mayor Rounds said that he did not know whether Councilmember Zamora used an epithet based on sexual orientation when he spoke with Mr. and Mrs. Rodgers.

Mayor Rounds next described an incident involving a Chamber event that took place at the Ponte Winery in Temecula in August 2019. He said that he was speaking with Mr. Cruz one morning before breakfast in a little patio outside of the Chamber meeting room. Mayor Rounds said he noticed that Mr. Cruz had on a salmon-colored shirt. He said that Councilmember Zamora walked up to Mr. Cruz, looked directly at Mr. Cruz's salmon-colored shirt, and moved his hand side to side. He said that Councilmember Zamora chuckled at the time of his interaction with Mr. Cruz, and further noted that Councilmember made a statement to Mr. Cruz with "his normal voice, but in a joking manner." He said he could not recall what Councilmember Zamora told Mr. Cruz. With respect to the hand gesture used by Councilmember Zamora, Mayor Rounds explained that, based on his experience, he interpreted Councilmember's hand gesture as one of the gestures used to indicate that someone is gay. He said that he was embarrassed for Mr. Cruz.

Mayor Rounds reiterated that, "[I]n my experience, that would mean hey, that's a little gay." Mayor Rounds said that Councilmember Zamora made the same comment to Mr. Cruz again during the day. He said that Mr. Cruz did not laugh or make a comment and "was lost for words." He said that he thought Mr. Cruz was a "little embarrassed" because Councilmember Zamora "was referring to him as a little gayish." Mayor Rounds affirmed that Councilmember Zamora did not use the word "gay" when he addressed Mr. Cruz. Mayor Rounds reiterated that Mr. Cruz had a "blank face" and "embarrassed look on his face" during this incident with Councilmember Zamora.

Mayor Rounds further noted that other people might have been present to observe this incident, but no one commented about the matter. He stated that he remembered Councilmember Trujillo

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walking up to them, but he stated that he did not recall whether it was at the time of the incident or after. Mayor Rounds said that Councilmember Zamora did make a comment to him about Mr. Cruz's shirt outside of his, Mr. Cruz's, presence. When asked by the Investigator, Mayor Rounds said that he did not recall if Councilmember Zamora made another type of hand gesture toward Mr. Cruz, specifically extending his hand with the hand perpendicular to the arm, which he acknowledged as another hand gesture to indicate that someone is gay.

Mayor Rounds affirmed that he has not observed Councilmember Zamora make any other statements based on sexual orientation, gender identity, or gender expression. He also affirmed that he has never observed Councilmember Zamora make comments about other groups based on race, national origin, or sex.

Mayor Rounds also reported that Councilmember Zamora body-shamed an individual the first year he was elected and, as a result, an internal investigation was conducted. He stated that Councilmember Zamora had to apologize to the employee by the name of "Joanne" for engaging in this conduct.

N. SUMMARY OF KEY ELEMENTS OF CITY FIREFIGHTER PARAMEDIC TRAVIS SANDOVAL'S INTERVIEW

1. Background

Mr. Sandoval has been employed by the City since 2018 and presently serves as a City paramedic firefighter.

Mr. Sandoval asserted that he was part of a foursome that the Blazing Tees event, which included Mr. Carrillo, his son Mr. S. Carrillo, and Mr. Stremel. Mr. Sandoval said that he was in the same golf cart as Mr. Stremel.

Mr. Sandoval stated that alcohol was served during the event and indicated that he observed individuals drinking on that day. Mr. Sandoval said that he did not observe any interaction between Mr. Carrillo and Councilmember Zamora during the Blazing Tees event, but then noted that he heard some comments made by the Councilmember, as further described below.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Mr. Sandoval stated that he did hear comments made by Councilmember Zamora while he was at another hole and he, Mr. Sandoval, was teeing off. He said that he heard the Councilmember make a comment "about something with a squirrel on the back nine." He said that he did not see any interaction between Mr. Carrillo and Councilmember Zamora when he heard the squirrel comment. Mr. Sandoval said he only heard the word "squirrel" and some laughter by Councilmember Zamora. He explained that he was teeing off and looking forward when he heard Councilmember Zamora's comment. He noted, "I was not seeing what was happening behind me."

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Mr. Sandoval said that the Councilmember was an estimated 50 feet away from him when he made the comment. Mr. Sandoval said that Mr. Carrillo and his son were behind him waiting to tee off when Councilmember Zamora made the “squirrel” comment. Mr. Sandoval affirmed that he did not know whether Mr. Carrillo’s son heard Councilmember Zamora’s comment. Mr. Sandoval asserted that the “squirrel” comment was directed to Mr. Carrillo because he heard Councilmember Zamora say Mr. Carrillo’s name before the comment was made. In response to hearing Councilmember Zamora’s comment, Mr. Sandoval said that he heard Mr. Carrillo “kind of mumbling in the background as [he] was teeing off,” something to the effect of “he’s making another comment.” He then stated that he did not know the nature of the statement that was made by Mr. Carrillo in response to Councilmember Zamora’s comment. Mr. Sandoval said that he did not know whether Mr. S. Carrillo heard the comment, but noted that he was standing right next to his father, Mr. Carrillo.

Mr. Sandoval said that Mr. Carrillo informed him what Councilmember Zamora had said about the squirrel at the end of the night when Mr. Carrillo told him.

Mr. Sandoval reiterated that he did not observe any other type of interaction between Mr. Carrillo or his son and Councilmember Zamora on that day.

b. Councilmember Zamora’s Comments on Golf Course Regarding Mr. Carrillo’s and His Son’s Matching Shirts

Mr. Sandoval said that he did not have any information that Councilmember Zamora made comments about the matching shirts that were worn by Mr. Carrillo and his son during the Blazing Tees event. He said that Mr. Carrillo told Mr. Stremel and him about the interaction after it occurred and while they were still playing golf.

Mr. Sandoval stated that Mr. Carrillo “was just kind of upset” that Councilmember Zamora made comments in front of his, Mr. Carrillo’s, son. He said that Mr. Carrillo did “not want to bring his son into anything like that or expose him to any kind of comments like that.” Mr. Sandoval said that the gist of what Mr. Carrillo told him was that Councilmember Zamora was making fun of their matching shirts because “matching shirts” pertained to being “gay” or something to that effect. He further explained that Mr. Carrillo was upset because his son “had to hear that statement.” Mr. Sandoval said that he did not know whether Mr. Carrillo told him that Councilmember Zamora used the word “gay” in commenting about their matching shirts. Mr. Sandoval affirmed that Mr. Carrillo believed that Councilmember Zamora was making fun of their shirts because of a belief that individuals who wear matching shirts are gay or something to that effect.

Mr. Sandoval said that he did not recall another reason Mr. Carrillo mentioned that Councilmember Zamora was making fun of their shirts, such as the print of the shirts. He then recalled Mr. Carrillo told him that Councilmember Zamora made fun of their shirts because they looked like leopard print, which he asserted took place right after the incident occurred. Mr. Sandoval said that he could see how the shirts could look like leopard print based on his observation of them.

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Mr. Sandoval said that he did not hear Mr. Carrillo informing Councilmember Zamora that Mr. S. Carrillo was his, Mr. Carrillo's, son. He said that Mr. S. Carrillo made a statement expressing that he was upset about the comments made by Councilmember Zamora, but he noted that he did not recall what Mr. S. Carrillo exactly said. He said that the nature of Mr. S. Carrillo's comment was that Councilmember Zamora was making inappropriate comments. He said that Mr. S. Carrillo expressed the same sentiment as his father regarding the comments made by Councilmember Zamora about their matching shirts; that is, that the comments were disparaging based on sexual orientation. He then said that he did not recall what was said by Mr. S. Carrillo that led to him to have this impression about how Mr. S. Carrillo felt about the comments. Mr. Sandoval said that Mr. S. Carrillo did not make any comments when his father, Mr. Carrillo, was recounting what had occurred that day with Councilmember Zamora.

With regard to the allegation that Councilmember Zamora made comments about the matching shirts of Mr. Carrillo and his son, Mr. Sandoval said that he would find those comments inappropriate because, if his son and he were the subjects of those comments, he would not want his minor son thinking that wearing matching shirt means that an individual is gay. Mr. Sandoval said that he has not observed Councilmember engage in similar conduct with anyone else.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. Sandoval said that he did not observe any interaction between Mr. Carrillo and Councilmember Zamora in the restroom. He said he learned about the incident from Mr. Carrillo later in the day, as further described below.

Regarding Councilmember Zamora's comment to Mr. Carrillo and his son that they were in the wrong restroom or something to that effect, Mr. Sandoval said that he would interpret the comment as being "very inappropriate" because the comment "would be along the lines of ... insinuating . . . that we are not of the right sexual orientation." He further explained, "[B]eing in the wrong bathroom, you know, I would take it as, you know, that we were not the right bathroom. That we should be in the women's bathroom. . . . [b]ased on [Councilmember Zamora] walking in there and telling us that he's in the wrong bathroom if we're in there."

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Mr. Sandoval said that he did not observe any interactions between Mr. Carrillo and Councilmember Zamora at the banquet hall. Mr. Sandoval said that Mr. Carrillo told Mr. Stremel, other members of the Fire Department, and him about his interactions with Councilmember Zamora during the day, specifically about the shirts and the squirrel. Mr. Sandoval said that he did not recall who else was present when Mr. Carrillo informed them about what had transpired, but stated that one or two additional individuals were present. He stated that those who heard Mr. Carrillo's recap of what had occurred were "kind of surprised by it," namely that any Councilmember would be engaging in the described conduct.

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Mr. Sandoval said that Mr. Carrillo also informed him about comments that Councilmember Zamora made to his son and him in the restroom. He said that Mr. S. Carrillo was also present when Mr. Carrillo was describing his interactions with Councilmember Zamora on that day. Mr. Sandoval said that, during this discussion, he also learned a “little bit” about the “squirrel” comment that was made by Councilmember Zamora.

Mr. Sandoval said that he recalled Mr. Carrillo saying during this discussion that Councilmember Zamora made the following comment to his son and him in the restroom, “If you two are in this bathroom, I must be in the wrong restroom.” He said that he did not fully recall what additional statements Mr. Carrillo made about the incident that occurred in the restroom. Mr. Sandoval said that Mr. Carrillo was upset because his son, who is 16 years old, should not be hearing those types of comments. He said that he did not recall whether Mr. Carrillo told him that Councilmember Zamora’s alleged comments in the restroom were insinuating that his son and/or he are gay during the discussion held at the banquet hall.

Mr. Sandoval said that he did not observe Mr. Carrillo use profanity with Councilmember Zamora during the Blazing Tees event.

Mr. Sandoval said that he did not have any future communication with Mr. Carrillo about what had occurred that day between Councilmember Zamora and him, Mr. Carrillo.

3. Additional Information

a. **Mr. Carrillo**

Mr. Sandoval stated that he works with Mr. Carrillo. He noted that Mr. Carrillo served as his fire engineer from the end to of October 2019 to January 9, 2020. Mr. Sandoval said that he had a “[r]eally good” working relationship with Mr. Carrillo, noting that they “get along really well.” Mr. Sandoval said that he did not know Mr. Carrillo prior to joining the City’s Fire Department. Mr. Sandoval further commented that he met Mr. Carrillo probably in the first month when he, Mr. Sandoval, was on probation. Mr. Sandoval said that he has never observed Mr. Carrillo use profanity in a manner that he deemed to be inappropriate or unprofessional toward any member or employee of the City.

b. **Councilmember Zamora**

Mr. Sandoval said that he met Councilmember Zamora through City events where the Department was present. He noted that has introduced himself to the Councilmember, but indicated that he did not “really have a working relationship with [the Councilmember] at all.” He affirmed that he would greet Councilmember Zamora when he would see him at events.

Mr. Sandoval affirmed that he has never observed Councilmember Zamora engage in conduct that he found to be inappropriate or unprofessional. He further affirmed that he has never observed Councilmember Zamora make any comments based on sexual orientation or anything that he perceived as being homophobic.

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O. SUMMARY OF KEY ELEMENTS OF CITY FIREFIGHTER TYLER STREMEL'S INTERVIEW

1. Background

Mr. Stremel has been employed by the Fire Department as a firefighter since August 2013. Mr. Stremel said that he did not observe any interaction between Mr. Carrillo and Councilmember Zamora while they were on the golf course during the Blazing Tees event.

2. Allegations

a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course

Mr. Stremel said that he did not recall a comment made by Councilmember Zamora on the golf course about a screeching squirrel during the Blazing Tees event.

Mr. Stremel explained that Mr. Sandoval and he were in the same golf cart together and noted that they had music playing in their golf cart with Bluetooth speakers. He said that he was told about the incident after.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts

Mr. Stremel stated that at some point while they were on the golf course Mr. Carrillo approached Mr. Sandoval and him to express concerns about comments Councilmember Zamora made about Mr. S. Carrillo's and his, Mr. Carrillo's, matching shirts. He said that Mr. Carrillo told him that the Councilmember commented to Chief Crook, "Hey Chief, are you letting your guys wear shirts like this now, that's cute" or something to that effect. Mr. Stremel noted that Mr. Carrillo was "venting a little bit" and was "frustrated" with Councilmember Zamora's conduct.

Mr. Stremel said that Mr. Carrillo did not tell him that he, Mr. Carrillo, had interpreted Councilmember Zamora's statements as being anti-gay or insinuating that Mr. Carrillo and his son were acting like women because they were wearing matching shirts. Mr. Stremel explained that he believed that Mr. Carrillo was interpreting Councilmember Zamora's comments in this manner "based on the way he was . . . offended by it . . . just kind of rattled." Mr. Stremel said that he did not know whether Councilmember Zamora knew Mr. S. Carrillo was Mr. Carrillo's son or another firefighter. He further stated that he did not recall whether Mr. Carrillo said that the Councilmember said their matching shirts looked like "leopard prints."

Mr. Stremel said that Councilmember Zamora's alleged comment "seems like a weird thing to make fun of." He further commented, "In my opinion, what does it matter? You know what I mean?" Mr. Stremel said that he told Mr. Carrillo that it was not "worth politically getting into an issue between the Fire Department and the Councilmember." He explained, "For just for the sake of trying to have good relations, hey maybe it was just a joke and maybe you just took it the wrong way, you know, you don't know, I wasn't there, I didn't observe it, so it's kind of the smarter play downplay it, just relax, don't get too riled up by it . . ."

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Mr. Stremel said that he did not recall whether Mr. Sandoval replied to Mr. Carrillo's expression of concern about Councilmember Zamora's conduct. He said that he did not notice any difference with regard to the demeanor of Mr. Carrillo's son. Mr. Stremel said that Mr. S. Carrillo is "already a little more quiet as it was."

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Mr. Stremel said that he remembered walking into the restroom at the banquet hall and seeing Mr. S. Carrillo there. Mr. Stremel stated that he believed that he walked into the restroom with someone else and thought, although he was uncertain, that he walked into the restroom with Mr. Sandoval. Mr. Stremel said he asked Mr. S. Carrillo, "Hey, where's your dad?" He said that Mr. S. Carrillo "just kind of looked stunned." He added that Mr. S. Carrillo looked "a little bit shaken." He said Mr. S. Carrillo replied that his father went outside with the "City guy" and observed that Mr. S. Carrillo made the comment in a "very taken aback manner." Mr. Stremel said that he then asked Mr. S. Carrillo, "What do you mean he went out with the City guy?" to which Mr. S. Carrillo replied, "They kind of got into it right now and I don't know where he just went."

Mr. Stremel said that Mr. S. Carrillo told him that his father and he were in the restroom when Councilmember Zamora walked in and commented, "Well, if you two are in here, I must be in the wrong restroom." Mr. Stremel said that this quote is verbatim from what Mr. S. Carrillo told him that Councilmember Zamora had said upon entering the restroom. When further questioned by the Investigator, Mr. Stremel said, "I'm almost 99% sure" that Mr. S. Carrillo told him that Councilmember Zamora said, "If you two are in here, I must be in the wrong restroom" or something to that effect.

Mr. Stremel said that he believed Councilmember Zamora's comment was what "set off" Mr. Carrillo and that was when he thought Mr. Carrillo had a verbal confrontation with the Councilmember. Mr. Stremel said that he did not know in what direction Mr. Carrillo and Councilmember Zamora left the restroom, but he opined that they could not have been that far away because Mr. S. Carrillo was still washing his hands in the restroom. Mr. Stremel said that Mr. S. Carrillo "wasn't quite sure how to tell [him] what had just happened, like it was almost still processing." Mr. Stremel said that he did not observe Mr. S. Carrillo looking emotional and did not notice any tears in his eyes.

Mr. Stremel said that he told Mr. S. Carrillo to come with him to find his father. He said that he was a "little worried" because he was hoping that the incident involving Mr. Carrillo and Councilmember Zamora did not "turn into a physical altercation because that's even worse than them verbally going at it." He further commented, "Already that's not a good look between a City Councilmember and a City worker, we don't need that, we don't need to have an issue."

Mr. Stremel said that he thought the comment Councilmember Zamora allegedly made in the restroom "was extremely inappropriate." When asked why by the Investigator, Mr. Stremel explained, "To have two men in a restroom and have another male walk in and state 'If you two are in here, I must be in the wrong restroom' after already making a comment referring to their shirts before, you start building that sequence and you go, now it's getting repetitive things, this

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is clearly an inappropriate way to be addressing.” He further explained, “In my opinion, anybody, but especially if you’re in a position of you’re a Councilmember and you’re at a City function, paid for by the City for his entry fee, and on top of that, he’s a teacher in charge of kids, and you’re making comments to a 16-year-old kid and another guy about sexual orientation and everything, to me it seems so out there that it was tough to even, this doesn’t even seem like a real response, like who would say this? It seemed so out of character of anybody you would think that would be in that type of position, so I was a little taken back by it.”

Mr. Stremel affirmed that he thought Councilmember Zamora’s comment in the restroom was a “homophobic comment or questioning the sexual orientation of Mr. Carrillo and his son.” Mr. Stremel said that Mr. S. Carrillo never verbally expressed a view that the Councilmember was making a comment about his sexual orientation or something to that effect. He further commented, “I think it was kind of already understood without having to say it, is kind of the vibe that I got from it.” Mr. Stremel affirmed that he thought the comment allegedly made by Councilmember Zamora in the restroom alone, without considering his previous commentary about Mr. Carrillo’s and his son’s matching shirts, was “independently homophobic.”

When asked to explain his use of the term “homophobic,” Mr. Stremel stated, “Essentially if you’re trying to say you two men are in here, I must be in the wrong restroom, are you trying to assume that [Mr. Carrillo] or [Mr. S. Carrillo] is not a male, or, is there something that you think is going on in the restroom between them that you walk in on, you know, that to me is the implied tone of a comment like that, one male to two other males in a male restroom.” Mr. Stremel further commented, “[Councilmember Zamora] does not know them. He knows of [Mr. Carrillo] and maybe he saw [Mr. S. Carrillo] on the golf course, but they are not cordial friends . . .” He further asserted that Councilmember Zamora’s comment would not be the type of joke that should even be made amongst friends.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

After leaving the restroom, Mr. Stremel said he went to look for Mr. Carrillo. He said he approached Mr. Carrillo who was standing behind a chair at the table and asked him, “Hey is everything cool?” to which Mr. Carrillo responded, “No, it’s not cool.” He said that Mr. Carrillo further stated, “I’m done dealing with these comments right now, that guy needs to leave.” He said he observed Mr. Carrillo being “angry” and “annoyed” based on his body language, and further stated that he could not remember whether Mr. S. Carrillo was present when he spoke to Mr. Carrillo in the banquet hall. He noted that “word had been getting out” about a “confrontation” or “argument” between Mr. Carrillo and Councilmember Zamora. Mr. Stremel said that he told Mr. Carrillo what Mr. S. Carrillo had told him what took place in the restroom.

Mr. Stremel said that he also observed in the banquet hall Mr. Carrillo facing the back of the room and Councilmember Zamora, based on his seating, facing the front of the room. He said that it appeared as if they were looking at each other and he asserted that he could hear Mr. Carrillo “yell something” at Councilmember Zamora that he could not decipher and “point like, hey just leave,” or something to that effect. He said that Mr. Carrillo subsequently sat down at the table. He said, “[P]eople were just trying to get cooler heads to prevail between everybody

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because [Councilmember Zamora] didn't leave, [Mr. Carrillo] didn't leave, they were both still within the banquet halls."

Mr. Stremel said that he did not subsequently receive additional information from Mr. Carrillo about what had happened. He said that he never heard directly or through someone else that Mr. Carrillo used profanity with Councilmember Zamora, i.e., calling him "fat fuck" or using the "F" word.

3. Additional Information

a. **Mr. Carrillo**

Mr. Stremel said that he came to know Mr. Carrillo from the Rio Honda Fire Academy where Mr. Carrillo served as an instructor, and then afterward when he, Mr. Stremel, was hired by the Department. He added that Mr. Carrillo and he are friends at work, "but not necessarily outside of work." He said that he had a good working relationship with Mr. Carrillo. He said that he viewed Mr. Carrillo as a "very stand-up type of person." Mr. Stremel further commented that he thought Mr. Carrillo is "very level-headed" and "very well-respected" in the Department. He affirmed that he has never observed Mr. Carrillo engage in any type of conduct that he deemed unprofessional or inappropriate.

Mr. Stremel also said that Mr. Carrillo refused to drink on the day of the Blazing Tees event. He recounted that he had asked Mr. Carrillo if he wanted a cocktail the morning of the event and Mr. Carrillo responded, "No, I've got my boy with me today, I don't want to be a bad example for him, I'm not going to drink today." He further asserted that Mr. Carrillo is "very conscientious of his reputation" and he further commented that Mr. Carrillo "has a good work reputation" at Rio Honda and the City.

Mr. Stremel said that he has never heard Mr. Carrillo use profanity in the past with any City Councilmember. He said that Mr. Carrillo is not someone who swears very much or uses profanity even around the Department station. He explained, "That's not really his demeanor."

b. **Councilmember Zamora**

Mr. Stremel stated that he knows who Councilmember Zamora is, but asserted that he does not know the Councilmember personally. He explained that he had brief interactions with him, i.e., "just standard pleasantries," at City functions and related events. He further commented that he does not have a relationship with the Councilmember "at all."

Mr. Stremel said that he has observed Councilmember Zamora engage in inappropriate or unprofessional conduct an estimated two years ago at a previous golf tournament fundraiser called the Chieftain's Tournament, which was hosted through Santa Fe High School. Mr. Stremel explained that a bidding process between a couple of individuals was taking place as part of an auction of a figurine. He explained that Councilmember Zamora made a comment with a negative connotation concerning one of the members of the Fire Department who was bidding on the item. Mr. Stremel said that Councilmember Zamora told the Department member, "Just go ahead and work another overtime to pay for it." He said that he made this statement in a "very condescending tone." He further described the Councilmember's tone as

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“awkward.” He said it was an “off-color comment for the role and the position the [Councilmember is] in.” When asked by the Investigator, Mr. Stremel said he could not provide another example of Councilmember Zamora acting inappropriately or unprofessionally. He also affirmed that he has not observed Councilmember Zamora engage in conduct that he perceived to be homophobic or anti-gay/ or anti-LGBTQ community. Mr. Stremel also mentioned that he has not heard anyone else express concerns that Councilmember Zamora has made comments that were perceived to be anti-gay or homophobic.

P. SUMMARY OF KEY ELEMENTS OF CITY COUNCILMEMBER JUANITA TRUJILLO’S INTERVIEW

1. Background

Councilmember Trujillo was elected to City Council in 2009 and has served on the City Council since then. Councilmember Trujillo stated that she arrived at the Blazing Tees event at or about 4:00 p.m.

2. Allegations

a. Councilmember Zamora’s Alleged Screeching Squirrel Comment on Golf Course

Councilmember Trujillo said that she did not have any information concerning the alleged comment Councilmember Zamora made about a screeching squirrel while on the golf course during the Blazing Tees event.

b. Councilmember Zamora’s Comments on Golf Course Regarding Mr. Carrillo’s and His Son’s Matching Shirts

Other than what she heard indirectly, Councilmember Trujillo stated that she did not have information about the comments Councilmember Zamora allegedly made to Mr. Carrillo and his son with respect to their matching shirts, such as “What’s up with those leopard print shirts?” or something to that effect, or directing a comment to Chief Crook about their matching shirts.

c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)

Other than what she heard indirectly, Councilmember Trujillo said that she did not have information about the comment Councilmember Zamora allegedly made to Mr. Carrillo and his son in the restroom; that is, “If you two are in this restroom, I must be in the wrong restroom.”

Councilmember Trujillo said that Councilmember’s alleged conduct is “just sad and embarrassing” and noted that she “could see him saying that” based on her experiences. She said she would be “very furious” and “very offended” if someone directed this comment to her and her child. She explained that her daughter is a minor and has no defense. She questioned how does an adult dare act in this manner toward a minor. Councilmember Trujillo “guaranteed” that Mr. Carrillo probably introduced his son to Councilmember Zamora at some point during the day. She said that, if she were to hear the Councilmember make the same alleged remark, she

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would have “gone off on him.” She further explained, “[Y]ou tell me one parent that wouldn’t defend their child, because I guarantee at that point . . . my child would have been hurt. My child would have been embarrassed.” When asked why by the Investigator, she stated, “Because making a comment like that, especially nowadays when you do that. If that child was gay, if that child was . . . bisexual . . . why would an adult say that to a minor?” She said she would blow off such a comment if her child was not present in the restroom with her. Councilmember Trujillo stated that Councilmember Zamora makes these types of complained-of comments all the time. She then said Councilmember Zamora’s comment insinuated that Mr. Carrillo and his son were girls. She noted, “If you would know him, if you hear the comments he makes, you would now exactly what he was getting at.” She then stated that Mr. Carrillo shows respect to all of the Councilmembers because of their positions.

After arriving at the Blazing Tees event at or about 4:00 p.m., Councilmember Trujillo stated that she observed Mr. Carrillo walk out the restroom “so upset.” She said that he approached her and said, “Your Councilmember, he’d better watch [it]. The way he disrespected my son and me.” She said that she replied, “If someone is going to disrespect your kid, you need to do what you need to do.” Councilmember Trujillo asserted that Mr. Carrillo further commented, “You know what? I’ve had enough. I’ve had enough.” She denied that she told Mr. Carrillo to “have at him”; that is, Councilmember Zamora. When asked to confirm what he said in this regard, Councilmember Trujillo said Mr. Carrillo stated, “I’ve had enough all day. Don’t be disrespecting my son or me. Do not disrespect my son.” She said that Mr. Carrillo did not tell her at the time how his son had been disrespected. She also said that she inferred that Mr. Carrillo was speaking about Councilmember Zamora “because of history.” Councilmember Trujillo said that Councilmember Zamora then exited the restroom with a “Cheshire cat kind of look.” She said that Councilmember Zamora did not look afraid and affirmed that he had a “smirk.” Councilmember Trujillo said that she thought that Councilmember Zamora “must’ve said something stupid.” She noted, “I’ve never once ever been at a golf tournament where Joe Angel wasn’t hammered, drunk, or tipsy.” She then acknowledged that it did not appear to her that Mr. Carrillo had been drinking at the Blazing Tees event.

Councilmember Trujillo said that Mr. Carrillo was not disrespectful during his encounter with her after he exited the restroom. She said that Mr. Carrillo apologized to her for raising his voice when he saw her two weeks after the Blazing Tees event. She said that Mr. Carrillo did not use profanity when he spoke to her about the incident. She acknowledged that Mr. Carrillo was mad when he spoke with her. She said that she told Mr. Carrillo, “Whatever you went through, I would’ve done the same probably.” Councilmember Trujillo said she also told him, “I probably would’ve cursed. I probably would’ve taken him out already.” She said that Mr. Carrillo replied that his son should not be disrespected. Councilmember Trujillo said that Mr. Carrillo never explained to her what had occurred that day. She said that she knew that Mr. Carrillo was bothered. She said that she never previously observed him in this condition.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son

Councilmember Trujillo said that she observed Mr. Carrillo’s son sitting down in the banquet hall and she noted that he looked timid with his head down as if he had been embarrassed or scolded. She said that Mr. Carrillo was supporting his son by putting his arm around him when

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they were sitting together. Councilmember Trujillo said that she did not observe Mr. Carrillo interact with Councilmember Zamora during the Blazing Tees event.

Councilmember Trujillo stated that she heard toward the end of the event that Councilmember Zamora had kept commenting on the matching outfits of Mr. Carrillo and his son, Mr. S. Carrillo, during the golf tournament. She said she heard, "Yeah, you should've seen [Councilmember Zamora] just calling [Mr.] Carrillo shit because of the outfits, because him and his son dressed alike." She explained that the Councilmember was "more or less referring to them being gay" because of their matching outfits, which included traditional matching golfing pants. When asked whether the individuals who told her about the incident used the word "gay," Councilmember Trujillo said the word "gay" was used and noted that she was told that Councilmember Zamora was making fun of Mr. Carrillo and his son by making such comments as, "Oh, yeah, look how gay they look together," and similar comments. When asked who specifically told her about these comments, Councilmember Trujillo said that she could recall the individuals' faces and knew that one individual had retired from the Department an estimated 10 to 14 years ago.

Councilmember Trujillo said that Councilmember Zamora knew that Mr. S. Carrillo was the son of Mr. Carrillo because they "look much alike" and were on the same foursome team. She also surmised that Mr. Carrillo probably introduced Mr. S. Carrillo as his son.

When asked by the Investigator who provided her with information about what had occurred, Councilmember Trujillo did not provide names of the individuals, but she indicated they were members of the Department and others who had golfed that day. She said she learned of what had transpired from an estimated three individuals. She said that some of the people that made comments to her were retired from the City.

Councilmember Trujillo said that she observed Councilmember Zamora at the end of the evening sitting with employees of the City's Department of Public Works. She said that she also observed Councilmember Zamora walk over to Mr. Cruz to speak with him. Councilmember Trujillo said that she did not speak with Councilmember Zamora that day.

3. Additional Information

a. **Mr. Carrillo**

Councilmember Trujillo stated that she knows Mr. Carrillo as a City firefighter and noted that she has interacted with him in many ways, including at City-related matters and events. She also noted that he is one of the instructors at the Fire Academy. She described him as "very respectable" and "very humble" who does a good job. She said Mr. Carrillo has attended to her family members. Councilmember Trujillo said that she would consider Mr. Carrillo a friend because she knew him before she was elected to office. Councilmember Trujillo affirmed that she has never observed Mr. Carrillo engage in unprofessional or inappropriate conduct.

b. **Councilmember Zamora**

Councilmember Trujillo stated that she knows Councilmember Zamora as a fellow resident because he was born and raised in the City. She said that she also knows him in his capacity as a

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Councilmember. She said that she does not always have the best working relationship with Councilmember Zamora. She said that she has questioned Councilmember Zamora's conduct regarding certain City-related matters. Councilmember Trujillo explained that she witnessed Councilmember Zamora attend a Chamber event and be "so drunk."

Councilmember Trujillo further commented that she has observed Councilmember Zamora engage in unprofessional conduct, such as being drunk and making inappropriate comments. As an example, Councilmember Trujillo recalled a recent City Chamber of Commerce event that took place in Temecula. She noted that Mr. Cruz was wearing a salmon or pink-colored shirt. Councilmember Trujillo said that Councilmember Zamora commented to Mr. Cruz, "Really, Ray?" making a hand gesture with the hand being perpendicular to the arm with the hand bent at the wrist. She affirmed that the hand gesture is used to indicate someone is gay or effeminate. She said that Councilmember Zamora made this comment because Mr. Cruz was wearing a salmon or pink-colored shirt.

Councilmember Trujillo said that Councilmember Zamora made this type of comment concerning Mr. Cruz's shirt on multiple occasions during the day at the Temecula event. Councilmember Trujillo stated that she questioned, "Did he just say that again?" She further commented, "It's like, 'Come on, you're in public.'" Councilmember Trujillo noted City Chamber of Commerce members, upon observing Councilmember Zamora's conduct, commented, "Does he not know who he is? Does he not realize his position?" She said that she did not know whether Mr. Cruz knew that Councilmember Zamora was making fun of him. She further commented that she did not know if Mr. Cruz paid attention to Councilmember Zamora's conduct regarding his shirt.

Councilmember Trujillo stated that she has observed Councilmember Zamora engage in other unprofessional or inappropriate conduct. By way of example, Councilmember Trujillo stated that Councilmember Zamora and she attended a conference in Las Vegas along with other Councilmembers. She said that he was walking around the conference in an area that had booths. She said that they both went by a booth for an insurance company named Largo. She said the representative of the insurance company was handing out free headrests for traveling, and she asked the representative if she could get a headrest also for Councilmember Zamora. Councilmember Zamora said, "Oh Largo? Yeah, oh she likes Largo" and pointed to her while making a hand gesture that she interpreted as indicating that she liked a huge sexual appendage of the male anatomy. She said that she could not believe Councilmember Zamora's conduct and walked away. She noted that later the same day Councilmember Zamora made another comment when they were walking by a laundromat service that was giving away different colored gumballs. She said that grabbed some blue gumballs. Councilmember Trujillo stated that Councilmember then responded, "Oh yeah, of course you would. You like those blue balls," which she interpreted as a sexual comment. She affirmed that it is customary for Councilmember Zamora to make these types of comments in front of other people and think it is a joke.

Councilmember Trujillo stated that Councilmember Zamora also opines on the sexual orientation of individuals by stating, by way of example, "Like, oh, look at that guy. Oh, you know which side he plays on." Councilmember Trujillo said that he would make these types of sexual-orientation references about anybody, including City staff, but she said she could not provide

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exact information about whom Councilmember Zamora referenced. She noted that he does not engage in this type of conduct on a regular basis.

Councilmember Trujillo also asserted that Councilmember Zamora was previously reprimanded for harassing a female employee, Joanne Madrid ("Ms. Madrid") for being heavyset. She said the employee had worked for the City for forty years and stated that Councilmember Zamora was found "guilty" of harassing Ms. Madrid. Councilmember Trujillo stated that he was "literally calling [Ms. Madrid] fat" and speaking poorly about her with subordinates. Councilmember Trujillo directed the Investigator to speak with Ms. Madrid for additional examples of Councilmember Zamora's conduct. She indicated that Councilmember Zamora commonly makes comments about other people based on their protected status, but clarified that Councilmember does not make comments about individuals with disabilities because Councilmember Zamora has a brother with disabilities. Councilmember Trujillo stated that Councilmember Zamora uses his power to intimidate people, especially City employees.

Councilmember Trujillo further commented that Councilmember Zamora "doesn't care for the Fire Department" because he did not receive the members' endorsement the first and second time he ran for elected office. She also said that Councilmember Zamora has made it very public that he does not like the Department. She expressed her view that he has a negative relationship with the Fire Department because its members did not support him for elected office.

Councilmember Trujillo also stated that Councilmember Zamora should have been Mayor Pro Tem last year, but was not selected. Councilmember Trujillo said he was angry after the meeting in which he was not selected to serve as Mayor Pro Tem. She said she heard from another Councilmember that Councilmember Zamora told Chief Hayward, "You'd better tell your boys not to get involved in the next one because it's going to be fucking hell for them," or something to that effect.

IV. FACTUAL FINDINGS AND ANALYSES

Based on the preponderance, the Investigator finds that it is more likely than not that:

- It is undisputed that, on November 11, 2019, the Santa Fe Springs Firefighters IAFF, Local 3507, hosted the 6th Annual Blazing Tees Charity Golf Tournament from 8:00 a.m. to 6:00 p.m. at Candlewood Country Club in Whittier, California, and attendees included City elected and appointed officials, Department/Local 3507 members, other City employees, and members of the City's business community. It is further undisputed that: Councilmember Zamora attended the Blazing Tees event and was a member of a foursome golf team, which included Mr. Cruz, Capt. Miller, and Mr. O'Marah; Mr. Carrillo also participated in the charity event and was a member of foursome golf team, which included his minor 16-year-old son, Mr. S. Carrillo, Mr. Sandoval, and Mr. Stremel; and Mr. Garcia, Mr. Meraz, Mr. Molina, and Mr. Cerda were members of a foursome golf team that played on the "B side" of Councilmember Zamora's "A side" team during the Blazing Tees event. See Exhibit 1 and 6.

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A. Complained-of Conduct:

1. Did Councilmember Joe Angel Zamora engage in the behavior described in Mr. Carrillo's December 9, 2019 e-mail to City Manager Ray Cruz?—SUSTAINED.
 - a. Councilmember Zamora's Alleged Screeching Squirrel Comment on Golf Course—SUSTAINED.

Based on the preponderance of the evidence and as discussed in greater detail below, the Investigator finds that it is more likely than not that Councilmember Zamora made a comment on the golf course about a screeching squirrel during the Blazing Tees event, as specifically described in Mr. Carrillo's December 9, 2019 e-mail to Mr. Cruz with a copy to Chief Hayward and during his investigative interviews. See Exhibits 1 and 6.

Here, Mr. Carrillo asserted in his complaint that Councilmember Zamora, upon hearing a screeching squirrel at or about 2:30 p.m. in a tree on the golf course during the Blazing Tees event, commented, "Oh, did you hear that?" Mr. Carrillo further asserted that he, along with other members of his foursome golf team, specifically Mr. Sandoval, Mr. Stremel, and his son, Mr. S. Stremel, observed the squirrel on the tree making the screeching sound. Mr. Carrillo said that Councilmember Zamora followed up his inquiry about the screeching squirrel with the statement, "Well, that's my mating call, so if you hear that, you'll know where I'll be," or "This is my mating call if you hear that, you know where to go." See Exhibits 1 and 6. Mr. Carrillo stated that members of Councilmember Zamora's foursome were present when he made this comment. He also described that Councilmember Zamora laughed and smirked after making his comment. He further acknowledged that people laughed after hearing the Councilmember's comment. Mr. Carrillo admitted that he did not think that Councilmember Zamora's comment was a "big deal," but he, nevertheless, viewed the Councilmember's comment as being "odd" because his son, Mr. S. Carrillo, was right next to him. He further noted that he thought the Councilmember's comment was a "little unprofessional" given the position he held as an elected member of the City Council. See Exhibits 1 and 6.

During his investigative interview, Councilmember Zamora denied making the above-referenced comment in response to hearing a screeching squirrel on the golf course and then, unprompted, said that he did recall making a comment to Chief Crook, "What are you looking for?" when Chief Crook was in the background. In further support of his position that he did not make this complained-of comment, Councilmember Zamora said that he did not "even know what is a screeching sound a squirrel makes." He further conveyed during his interview that he viewed this specific allegation "more as a witch hunt" because he did not make the comment, as had been alleged by Mr. Carrillo. See Exhibits 1 and 6.

Mr. Sandoval, a member of Mr. Carrillo's foursome golf team, stated during his investigative interview that he heard Councilmember Zamora make a comment involving "something with a squirrel" while he, Mr. Sandoval, was teeing off at a hole on the golf course. He said that he only heard the word "squirrel" and Councilmember Zamora's laughter. Mr. Sandoval explained in detail that he was an estimated 50 feet away from the Councilmember and teeing off when he, the Councilmember, made the comment and, as such, he noted that he was not directly observing

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what was happening behind him. He further explained that Mr. Carrillo and his son, Mr. S. Carrillo, were behind him waiting to tee off when the Councilmember made the “squirrel” comment. Mr. Sandoval informed the Investigator that he knew that the Councilmember directed the “squirrel” comment to Mr. Carrillo because he, Mr. Sandoval, heard the Councilmember say Mr. Carrillo’s name before making the comment. Mr. Stremel, another member of Mr. Carrillo’s foursome, stated that he did not recall Councilmember Zamora making the complained-of comment, but he explained in response to the Investigator’s questioning that Mr. Sandoval and he had music playing on Bluetooth speakers in the golf cart that they were using during the Blazing Tees event. See Exhibits 1 and 6.

When presented with this allegation by the Investigator, Mr. O’Marah, a member of Councilmember Zamora’s foursome, said that he did not have any recollection that Councilmember Zamora made the complained-of comment. He acknowledged during his investigative interview that his distance to Councilmember Zamora on the golf course during the Blazing Tees event ranged from two feet to 50-100 feet. Mr. Cruz, another member of Councilmember Zamora’s foursome who was paired with Mr. O’Marah, stated during his interview that he did not observe the Councilmember make the complained-of comment or hear a screeching squirrel on the golf course, but then noted, “Or if I was around that, I didn’t hear that.” Capt. Kent Miller, the remaining member of Councilmember Zamora’s foursome, stated that Councilmember Zamora’s reported comment did not “register at all” with him. See Exhibits 1 and 6.

In making his finding, the Investigator took into consideration Mr. Carrillo’s statements in his December 9th complaint and those that were provided during his investigative interviews. Mr. Carrillo’s statements were consistent, direct, and detailed with respect to material elements of his allegations against Councilmember Zamora. In contrast, certain statements made by Councilmember Zamora during his investigative interview were indirect, non-responsive, and vague and ambiguous in response to inquiries made by the Investigator with regard to key aspects of his alleged complained-of conduct. Regarding his finding concerning Councilmember Zamora’s reported “screeching squirrel” comment, the Investigator also considered the statements of other witnesses interviewed for this investigation, such as Chief Hayward, Mayor Rounds, Chief Crook, Mr. Cruz, Councilmember Trujillo, Mr. Stremel, and Capt. Miller, who corroborated that Councilmember Zamora has previously engaged in this type of behavior by making the same or similar type of comments. See Exhibit 6. The information gathered during the course of the investigation by the Investigator, including the statements of Chief Hayward, Chief Crook, Mayor Rounds, Councilmember Trujillo, Mr. Sandoval, and Mr. Stremel, in addition to Mr. Carrillo’s performance evaluations, established that it was more likely than not that Mr. Carrillo had not previously engaged in any unprofessional, inappropriate, or other conduct as a member of the Department that would call into question his candor with regard to this allegation. See Exhibits 4 and 6. Although the Investigator appreciates that a negative relationship exists between certain Department/Local 3507 members and Councilmember Zamora, the Investigator did not find that Mr. Carrillo individually harbored animosity towards Councilmember Zamora even though he communicated to the Councilmember that “nobody likes” him, as discussed in the finding related to the restroom interaction. For these reasons, the Investigator believed Mr. Carrillo was more credible than Councilmember Zamora with regard to this allegation and, as such, gave more weight to Mr. Carrillo’s statements and less

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weight to the Councilmember's denial that he made the alleged complained-of comment. See Exhibits 1 and 6.

Mr. Carrillo's allegation was further supported by the statement of Mr. Sandoval who was detailed in his description about what he had heard on the golf course related to the allegation, forthright about the limitations of what he observed because he was teeing off at a hole at the time the Councilmember made the comment, and clear about his recollection that the Councilmember used the word "squirrel" and called Mr. Carrillo's name before making the complained-of comment to him. Additionally, members of Mr. Carrillo's and Councilmember Zamora's foursomes did not deny the possibility that Councilmember Zamora might have made the complained-of comment even though some of them did not recall the incident. Based on the information gathered through the investigation, it is more likely than not that certain of these individuals did not have an opportunity to hear Councilmember Zamora make the complained-of comment due to their physical distance from Councilmember Zamora, which is corroborated by the statement of Mr. O'Marah, or because of music playing in their golf cart, which is corroborated by the statement of Mr. Stremel. Other members of Mr. Councilmember Zamora's and Mr. Carrillo's foursomes merely did not recall that the incident had occurred, which does not lead the Investigator to discount or otherwise give less weight to the consistent, detailed statements of Mr. Carrillo and Mr. Sandoval with respect to this allegation. See Exhibits 1 and 6.

Based on the preponderance of the evidence and for the reasons more fully articulated above, this allegation is **SUSTAINED**.

b. Councilmember Zamora's Comments on Golf Course Regarding Mr. Carrillo's and His Son's Matching Shirts—SUSTAINED.

Based on the preponderance of the evidence and as discussed in greater detail below, the Investigator finds that it is more likely than not that Councilmember Zamora teased rather than complimented Mr. Carrillo and his son, Mr. S. Carrillo, when the Councilmember commented on their matching golf shirts on the golf course during the Blazing Tees event, as specifically described in Mr. Carrillo's December 9, 2019 e-mail to Mr. Cruz with a copy to Chief Hayward and during his investigative interviews. See Exhibits 1, 2 and 6.

Here, Mr. Carrillo described in detail in his December 9th e-mail the manner and context in which Councilmember Zamora engaged in the complained-of teasing behavior toward his son and him on the golf course during the Blazing Tees event for wearing matching golf shirts, which is materially consistent with the statements that Mr. Carrillo provided to the Investigator during this investigation and corroborated by the statements of Chief Crook and Capt. Miller. See Exhibits 1 and 6. Mr. Carrillo's allegations are further buttressed by the statements of Mr. Cruz, Mayor Rounds, Chief Trujillo, and Chief Crook, and, to a more limited degree, the Councilmember's own admission, that he, Councilmember Zamora, has previously engaged in similar behavior; that is, teasing or making fun of an individual's clothing, such as the salmon- or pink-colored shirt or casual attire that Mr. Cruz wore during a 2019 City Chamber of Commerce event held at Ponte Winery in Temecula, California. See Exhibits 1 and 6.

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Councilmember Zamora asserted that he commented, "Nice matching shirts," in reference to Mr. Carrillo's and his son's shirts while on the golf course during the Blazing Tees event, but he was hesitant in providing his response when asked by the Investigator to whom he made this comment. The Councilmember replied, "To ... if I did to Chief Crook, then I did. I made the comment to Chief Crook." The Councilmember, however, denied that he commented about Mr. Carrillo's and his son's matching shirts in a teasing manner. Councilmember Zamora explained during his investigative interview that he was paying a compliment to Mr. Carrillo and Mr. S. Carrillo because he thought their matching shirts "were cool"; however, he did not provide any information during his investigative interview that he directed any complimentary statement to Mr. Carrillo or his son. When notified by the Investigator that information existed that he made comments directly to Mr. Carrillo and his son about their matching shirts while on the golf course, Councilmember Zamora merely responded, "Okay." without elaborating. See Exhibit 6. At the time he commented on Mr. Carrillo's and his son's matching golf shirts, the Councilmember also admittedly knew or believed that Mr. S. Carrillo was the son of Mr. Carrillo, which is corroborated by Mr. Carrillo, Chief Crook, and Capt. Miller. See Exhibits 1 and 6. Councilmember Zamora denied that he made a reference to "leopard skin shirts" or something to that effect when commenting on Mr. Carrillo's and his son's matching golf shirts, as specifically alleged by Mr. Carrillo. He also asserted that he did not recall any exchange with Chief Crook as alleged by Mr. Carrillo other than commenting, "Nice matching shirts," as discussed above. See Exhibits 1 and 6. No other witness interviewed for this investigation who were present or in the vicinity when Councilmember Zamora reportedly paid a compliment to Mr. Carrillo and his son heard or recalled the Councilmember saying, "Nice matching shirts," to Mr. Carrillo and his son or otherwise paying them a compliment. These witnesses include Chief Crook, Capt. Miller, Mr. Cruz, Mr. O'Marah, Mr. Sandoval, and Mr. Stremel. See Exhibit 6. Rather, the statements of Chief Crook and Capt. Miller are consistent with and corroborate Mr. Carrillo's allegations set forth in his December 9th e-mail and the statements he provided during this investigation.

For example, Chief Crook corroborated Mr. Carrillo's allegation that Councilmember Zamora asked him, Chief Crook, "Hey Crook, what's up with your boys over here? What type of outfit are you running over there?" or something to that effect in direct reference to the matching golf shirts worn by Mr. Carrillo and his son. See Exhibits 1 and 6. He also admitted that he responded to Councilmember Zamora, "You need to talk to Chief Hayward. I don't run the Department anymore," or something to that effect, which is corroborated by and consistent with the allegations set forth in Mr. Carrillo's December 9th e-mail and the statements he provided for this investigation. See Exhibits 1 and 6. Chief Crook acknowledged that members of the Department also commented on Mr. Carrillo's and his son's matching golf shirts during the course of the day, but he noted that Department members were "extremely respectful, especially in front of [Mr. Carrillo's] son." When questioned by the Investigator whether Councilmember Zamora had the same tone as the Department members when he commented on Mr. Carrillo's and his son's matching shirts, Chief Crook clarified that "the Councilmember's tone was consistent with the way he talks." He further explained, "To me, it's sarcastic, sarcasm a little bit." He further commented that he did not find the Councilmember's commentary surprising because "that's kind of his personality to speak up, to make comments like that." See Exhibit 6.

Additionally, Capt. Miller recalled that Councilmember Zamora made a comment to Mr. Carrillo and his son about their shirts, but he noted that he could not specifically recall what the

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Councilmember said. He then said the Councilmember's comment, albeit not "malicious" or "hurtful," was made in a "teasing tone," which is consistent with and supportive of Mr. Carrillo's allegation. While he did not have any recollection that Councilmember Zamora interacted with Chief Crook, Capt. Miller acknowledged that it "sounded familiar" when the Investigator notified him that information existed that a "What's up those shirts?" comment had been made. When asked whether any reference was made to "leopard skin" by Councilmember Zamora regarding Mr. Carrillo's and his son's matching shirts, Capt. Miller said that he had no recollection of what was said other than that a comment was made by Councilmember about their matching shirts because he, Capt. Miller, subsequently thought to himself, "Oh, yeah, they match." See Exhibit 6. Capt. Miller indicated that Councilmember Zamora did tell him while driving toward or away from Mr. Carrillo and his son on the golf course, "I'm glad my dad didn't dress me in a shirt like that," referring to Mr. Carrillo's son, which further corroborates Mr. Carrillo's allegations that Councilmember Carrillo teased rather than complimented his son and him because of their matching shirts. See Exhibits 1 and 6. When afforded the opportunity to respond to Capt. Miller's statement about him, Councilmember Zamora denied making this comment and then abruptly informed the Investigator that his father had passed and that he, the Councilmember, did not have any children, which was non-responsive to the questions posed by the Investigator. See Exhibit 6.

The Investigator gave more weight to Mr. Carrillo's statements because he provided a detailed, consistent description of what occurred in his December 9th e-mail and during his investigative interviews about the complained-of conduct, which is further corroborated by the statements of Chief Crook and Capt. Miller. Mr. Carrillo's allegation against Councilmember Zamora was also corroborated by Mr. Sandoval and Mr. Stremel, both of whom attested that Mr. Carrillo conveyed to them shortly after the incident that he was upset about the Councilmember's comments about their matching shirts. In contrast, Councilmember Zamora was inconsistent, non-responsive, and vague and ambiguous when he was provided the opportunity to address both the complained-of conduct and provide information to support his position that he complimented Mr. Carrillo and his son because he thought their matching shirts were "cool." The Investigator also did not find any information during the course of his investigation that corroborated or otherwise supported the Councilmember's position on what had transpired. Additionally, for the reasons articulated in the previous finding, the Investigator further finds that it is more likely than not that Councilmember Zamora engaged in the complained-of conduct as described by Mr. Carrillo because he, Councilmember Zamora, has engaged in the same or similar type of conduct in the past based on the preponderance of the evidence. See Exhibits 1 and 6.

Based on the preponderance of the evidence and for the reasons more fully articulated above, this allegation is **SUSTAINED**.

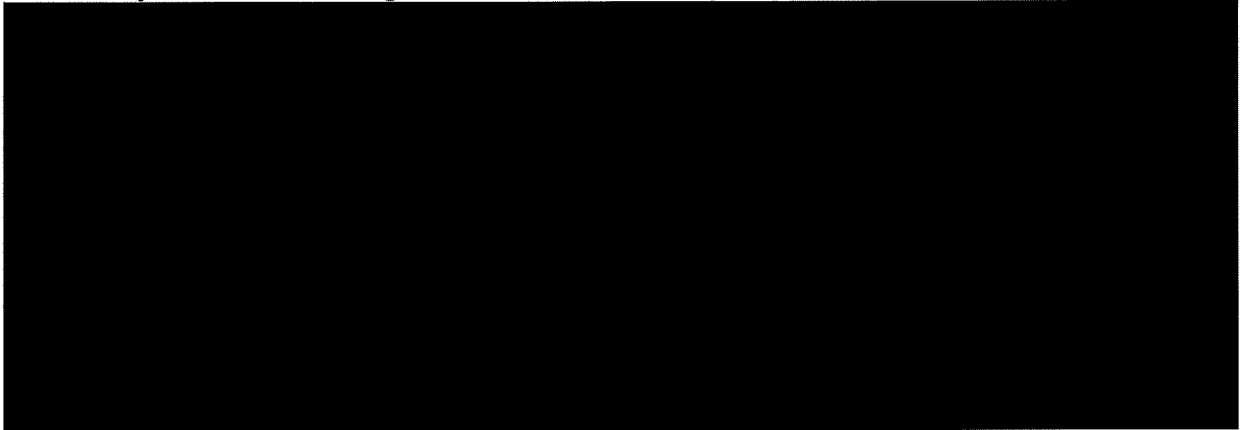
c. Restroom Interaction between Councilmember Zamora, Mr. Carrillo, and His Son (Including Immediate Aftermath)—SUSTAINED.

Based on the preponderance of the evidence and as discussed in greater detail below, the Investigator finds that it is more likely than not that interaction between Councilmember Zamora, Mr. Carrillo, and his son in the restroom during the Blazing Tees event occurred, as specifically

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described in Mr. Carrillo's December 9, 2019 e-mail to Mr. Cruz with a copy to Chief Hayward and during his investigative interviews. See Exhibits 1, 2 and 6.

As part of his determination, the Investigator finds that it is more likely than not that Councilmember Zamora, upon entering into the restroom and seeing Mr. Carrillo and his son an estimated 30 minutes after interacting with them on the golf course, commented, "Aw fuck, you guys," and proceeded to direct the following comment to Mr. S. Carrillo, who asked what was meant by the Councilmember's initial comment, "Well, if I'm in here, you guys can't be in here because you're in the wrong restroom," or something to that effect. See Exhibits 1 and 6.



Here, Mr. Carrillo described in detail in his December 9th e-mail the manner and context in which Councilmember Zamora engaged in the complained-of conduct toward his son and him during their interaction in the restroom, which is materially consistent with the statements that Mr. Carrillo provided to the Investigator during this investigation and corroborated, in part, by the statement of Councilmember Zamora. See Exhibits 1 and 6. Mr. Carrillo's allegations are buttressed, as previously noted, by the statements of Mr. Cruz, Mayor Rounds, Chief Trujillo, Chief Crook, and, to a more limited degree, the Councilmember's own admission, that he has previously engaged in similar behavior; that is, teasing or making fun of an individual's clothing, such as the salmon- or pink-colored shirt or casual attire that Mr. Cruz wore during a 2019 City Chamber of Commerce event held at Ponte Winery in Temecula, California. See Exhibits 1 and 6. Additionally, the statements of certain witnesses interviewed for this investigation, such as Mayor Rounds, Councilmember Trujillo, and Mr. Cruz, in addition to documentary information received by the Investigator from the City, also support a determination that the Councilmember has engaged in what has been perceived to be unprofessional or inappropriate conduct based on other factors, such as sexual orientation/gender non-conforming stereotypes and weight. See Exhibits 4 and 6.

¹⁰ Please be advised that the Investigator will address this element of the scope of the investigation in a subsequent finding.

¹¹ The Investigator is finding that the Councilmember did not make any comment, complimentary or otherwise, regarding Mr. Carrillo's and his son's matching shirts while in the restroom, and, as such, the Investigator is not making a determination as to whether informing Mr. Carrillo and his 16-year-son that their matching shirts were "cute" would be reasonably perceived as a compliment, which is the position communicated by Councilmember Zamora during his investigative interview. See Exhibit 6.

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For example, Mayor Rounds and Councilmember Trujillo stated that they observed Councilmember Zamora repeatedly make fun of Mr. Cruz during a 2019 City Chamber of Commerce event for wearing a salmon- or pink-colored shirt while making hand gestures, i.e., moving his hand side-to-side or lowering it in a V-shape with his palm facing down, to insinuate that Mr. Cruz was gay or effeminate for wearing a salmon- or pink-colored shirt. Mr. Cruz admitted that Councilmember Zamora teased him about his shirt on more than occasion during the 2019 City Chamber of Commerce event, and further asserted, “[W]e have a relationship where [the Councilmember] jokes with me on a number of things, which I do not take offense to.” Councilmember Zamora first said that he did not recall making a comment to Mr. Cruz about his shirt color, but then asserted that he did comment on Mr. Cruz’s casual attire without specific reference to his shirt’s salmon or pink color. The Investigator gave less weight to the Councilmember’s recollection of the incident because the Councilmember’s statement is not supported by the weight of the evidence. As another example of the Councilmember’s past behavior, the City confirmed that Councilmember Zamora apologized to a since-retired City employee for fat-shaming her in the workplace during the Councilmember’s first year of elective office, which is corroborated by the statements of Mayor Rounds and Councilmember Trujillo. See Exhibits 1, 3 and 6.

During his investigative interview, Councilmember Zamora denied that he made the “Aw fuck, you guys” and being in the “wrong restroom” comments. Instead, as further discussed below, the Councilmember asserted that Mr. Carrillo became upset with him in the restroom after he, the Councilmember, paid Mr. Carrillo and his son another compliment about their matching golf shirts by saying “nice shirts” or “cute” in reference to their golf shirts. Councilmember Zamora said that he did not know why Mr. Carrillo would become upset after he and his son received a compliment. When asked why he felt the necessity to apologize to Mr. Carrillo’s son and shake his hand if he had paid him and his father a compliment, Councilmember Zamora said that he merely wanted to defuse the situation. See Exhibit 6.

In making his finding, the Investigator gave more weight to Mr. Carrillo’s statements set forth in his December 9th complaint and those that were provided during his investigative interviews or the following reasons. Mr. Carrillo’s statements were consistent, direct, and detailed with respect to material elements of his allegations against Councilmember Zamora. The Investigator also gave more weight to Mr. Carrillo’s statements because he was forthright in describing the manner in which Councilmember Zamora’s “wrong restroom” comment and other comments about his son’s and his matching golf shirts affected his son and him emotionally, led to Mr. S. Carrillo’s asking if the Councilmember thought they were gay, and adversely impacted Mr. S. Carrillo’s view of his future participation in similar Department or City-related events. The Investigator also gave more credence to Mr. Carrillo’s version of events because he made admissions that were against his own best interest, i.e., knowing that by making such admissions, he may be disciplined for using profanity against the Councilmember and acknowledging that the Councilmember might have felt physically threatened by his conduct toward him in the restroom.

In contrast, statements made by Councilmember Zamora during his investigative interview with regard to this allegation were vague and ambiguous and insupportable by the information the Investigator gathered during the course of the investigation. As an initial matter and as more fully explained in the previous finding, the Investigator did not find that Councilmember Zamora

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had previously complimented Mr. Carrillo or his son with regard to their matching shirts while they were on the golf course an estimated 30 minutes before their interaction in the restroom. Instead, the Investigator found that it is more likely than not that the Councilmember made the complained-of comments because he engages in this type of teasing behavior, as corroborated by Chief Crook, Mayor Rounds, Mr. Cruz, Councilwoman Trujillo, and, to a lesser degree, Councilmember Zamora. The Investigator further finds Councilmember Zamora's explanation that Mr. Carrillo became upset and used profanity against him after the Councilmember complimented his son and him as not being credible. The Investigator finds support in his credibility assessment of Councilmember Zamora with regard to this allegation in the statements of the majority of witnesses, including Councilmember Zamora himself, coupled with Mr. Carrillo's performance evaluations from his employment history with the Department, that establish that it is more likely than not that Mr. Carrillo has been a positive contributor to the Department and has not previously engaged in conduct deemed to be unprofessional or inappropriate. See Exhibit 6.

Finally, although the Investigator finds Councilmember Zamora's allegation that he felt physically threatened credible and corroborated by Mr. Carrillo, the Investigator, nevertheless, gives less weight to Councilmember Zamora's statements with regard to this allegation based on the Councilmember's assertion that he also felt threatened by Mr. S. Carrillo because he did not intervene to stop his father's interaction with him, the Councilmember, while in the restroom. See Exhibit 6. The Investigator does not find the Councilmember's assertion about Mr. S. Carrillo in this regard credible because the Councilmember acknowledged that Mr. S. Carrillo did not say anything to him or direct any physical conduct toward him, and merely stayed by his father's side. The Investigator finds further support in his credibility assessment of the Councilmember where the preponderance of the evidence established that it is more likely than not that the Councilmember repeatedly teased Mr. S. Carrillo and his father for wearing matching shirts at the Blazing tees event and further subjected him and his father to questioning as to whether they were in the wrong restroom or something that effect. See Exhibit 6.

Based on the preponderance of the evidence and for the reasons more fully articulated above, this allegation is **SUSTAINED**.

d. Banquet Hall Interaction Involving Councilmember Zamora, Mr. Carrillo, and His Son—SUSTAINED.

Based on the preponderance of the evidence and as discussed in greater detail below, the Investigator finds that it is more likely than not that interaction between Councilmember Zamora and Mr. Carrillo in the banquet hall at Blazing Tees event occurred, as specifically described in Mr. Carrillo's December 9, 2019 e-mail to Mr. Cruz with a copy to Chief Hayward and during his investigative interviews. See Exhibits 1, 2 and 6.

Here, Mr. Carrillo described in detail in his December 9th e-mail the manner and context in which Councilmember Zamora engaged in the complained-of conduct toward his son and him during their interaction in the banquet hall, which is materially consistent with the statements that Mr. Carrillo provided to the Investigator during this investigation and corroborated by the several witnesses interviewed for this investigation, including Chief Hayward, Battalion Chief

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Marin, Mr. Meraz, Mr. Garcia, and, to a lesser degree, Councilmember Zamora. See Exhibits 1 and 6.

Based on the information received during the investigation, Mr. Carrillo and his son entered into banquet hall after their interaction with Councilmember Zamora in the restroom with the purpose of finding a seat at one of the banquet tables. See Exhibit 6. Shortly thereafter, Councilmember Zamora approached Mr. Carrillo and his son in another attempt to apologize to Mr. Carrillo's son, which led Mr. Carrillo to get in between his son and the Councilmember because he no longer wanted the Councilmember to interact with his son after the incident that had recently occurred in the restroom.

Mr. Carrillo admitted that he became upset and, during his interaction with the Councilmember, and expressed in a loud voice his displeasure with the manner in which the Councilmember behaved toward his son and him and, among other comments, told the Councilmember, "[G]et the fuck away from my son. . . . You know exactly what you did. You know what you said. Don't ever harass me again." See Exhibits 1 and 6. The evidence also established that this interaction between Mr. Carrillo and Councilmember Zamora was observed by Chief Hayward and Mr. Meraz. Chief Hayward asserted that he heard a "loud conversation" between Mr. Carrillo and Councilmember Zamora. Chief Hayward also acknowledged that he heard Mr. Carrillo use profanity toward the Councilmember and knew that Mr. Carrillo was mad and, as such, immediately walked over, placed both of his hands on Mr. Carrillo while saying, "Pat, not here," or, "Pat, this is not the place," and then proceeded to direct him to sit at his, Chief Hayward's table, which is corroborated by Mr. Carrillo. See Exhibits 1 and 6.

After sitting at the banquet table as directed by Chief Hayward, Mr. Carrillo and Councilmember Zamora, who was seated at another table a few tables away, had an unobstructed view of one another and were looking at each other, which is corroborated by the statements of Chief Hayward, Mr. Carrillo, and Councilmember Zamora. The information gathered during the investigation that Councilmember Zamora more likely than not looked at Mr. Carrillo and his son, which, in turn, led Mr. Carrillo to throw his hands up and say out loud in the direction of Councilmember Zamora, "What are you looking at?", "What's your problem?", or something to that effect, which is corroborated by the statements of Councilmember Zamora, Mr. Carrillo, and Chief Hayward. For example, Chief Hayward said that he had observed Councilmember "glance over a couple of times and he looked very intense," surmising that the Councilmember was seeking to gauge the attitude of his, Chief Hayward's, table to assess if everything was okay. See Exhibits 1 and 6. Mr. Carrillo admitted that Councilmember Zamora stopped looking at his son and him after he directed the above-referenced questions to him. See Exhibit 6.

During his investigative interview, Councilmember Zamora asserted that his first interaction with Mr. Carrillo in the banquet hall was when Mr. Carrillo was seated at Chief Hayward's table and Mr. Carrillo asked him, "What're you fucking look at?" The Councilmember further stated that Mr. Carrillo confronted him and used profanity only after he, Mr. Carrillo, observed him engaging in a conversation with Battalion Chief Marin. The Investigator does not credit the Councilmember's version of events with regard to the timeline he provided and the context in which Mr. Carrillo's and his interaction arose in the banquet hall. No other witness interviewed for this investigation supported Councilmember Zamora's recollection of events in this regard. Specifically, Councilmember Zamora's statements are not corroborated by and are inconsistent

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with the statements of other witnesses interviewed for this investigation, including witnesses who were seated at the Councilmember's table, such as Mr. Garcia and Mr. Meraz. Chief Marin also denied that Mr. Carrillo came up to Councilmember Zamora and him while they were conversing at all, much less in the manner described by Councilmember Zamora. See Exhibit 6. Mr. Garcia, an individual who was seated at Councilmember Zamora's table, said that the Councilmember informed him that Mr. Carrillo had an altercation with him in the banquet hall when he was seated with Mr. Meraz and two other television vendors who were eating dinner at the time. See Exhibit 6.

Based on the preponderance of the evidence and for the reasons more fully articulated above, this allegation is **SUSTAINED.**

2. **If so, did Mr. Carrillo reasonably believe that any of the statements allegedly made by Councilmember Zamora towards Mr. Carrillo or his son were due to his/their actual/perceived sexual orientation?—SUSTAINED.**

Based on the preponderance of the evidence and as discussed in greater detail below, the Investigator finds that it is more likely than not that Mr. Carrillo reasonably believed that the Councilmember's statements to Mr. Carrillo and his son, particularly Councilmember's "wrong restroom" comment, were based on sexual orientation and related issues involving gender identity, gender non-confirming stereotypes, and homophobia.

To provide context and as discussed in greater detail above, the Investigator has found that it is more likely than not Councilmember Zamora repeatedly teased Mr. Carrillo and his son directly on the golf course for wearing matching golf shirts during the Blazing Tees event, including referring to the shirts as being "leopard skin shirts," as specifically described in Mr. Carrillo's e-mail to Mr. Cruz with a copy to Chief Hayward; asked Chief Crook, "Hey Crook, what's up with your boys over there? What type of outfit are you running?" or something to that effect in reference to Mr. Carrillo and his son wearing matching shirts, which was overheard by Mr. Carrillo; commented to Capt. Miller on the golf course and in reference to Mr. S. Carrillo, "I'm glad my dad didn't dress me in a shirt like that"; and directed the following comment to Mr. Carrillo's son, which was heard by Mr. Carrillo and his son where all in the restroom, "Well if I'm here you guys can't be here because you're in the wrong restroom" or something to that effect. See Exhibits 1 and 6.

With regard to Councilmember Zamora's teasing of the matching shirts worn by his son and him, Mr. Carrillo admitted to the Investigator during his interview that he initially did not perceive these statements as being homophobic or insinuating that he and his son were gay at the time the comments were made by the Councilmember. See Exhibit 6. Mr. Sandoval and Mr. Stremel, however, stated that Mr. Carrillo did communicate to them explicitly and implicitly while on the golf course that he interpreted Councilmember Zamora's comments as insinuating that Mr. Carrillo and his son were gay because of a belief that men who wear matching shirts are gay. See Exhibit 6. When questioned by the Investigator about his view on the Councilmember's comments, Mr. Carrillo asserted that he believed Councilmember Zamora insinuated that he and his son were gay based on the Councilmember's reference to their shirts as being "leopard print" or "leopard skin" shirts. In support of his view, Mr. Carrillo asserted that he has only observed

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women wearing “leopard print” clothing. See Exhibit 6. The information secured by the Investigator indicates that Mr. Carrillo initially questioned the possibility that Councilmember Zamora’s comments about their matching shirts, including reference to “leopard skin” or “leopard print,” were homophobic or insinuated that Mr. Carrillo and his son were gay. However, the information establishes that it is more likely than not that Mr. Carrillo clearly considered these comments as being homophobic or calling into question his and his son’s sexual orientation only after Councilmember Zamora directed the “wrong restroom” comment to his son and him an estimated 30 minutes after their encounter with the Councilmember on the golf course.

As discussed above, the Investigator finds that it is more likely than not that Councilmember Zamora said, “Aw fuck, you guys,” upon seeing Mr. Carrillo and his son in the restroom. It is also more likely than not that, when Mr. S. Carrillo asked Councilmember Zamora what he meant by that comment, the Councilmember replied, “Well, if I’m in here, you guys can’t be in here because you’re in the wrong restroom,” or something to that effect. See Exhibits 1 and 6. Based on the preponderance of the evidence, the Investigator finds that Mr. Carrillo reasonably understood the Councilmember’s comment as informing his son and him that he, the Councilmember, held the view that they should not be in the men’s restroom because it was the “wrong” restroom for them even though they are both male. The Investigator further finds that the Councilmember’s comment was reasonably interpreted as calling into question the sexual orientation of Mr. Carrillo and Mr. S. Carrillo, in addition to related issues concerning their gender identity and other matters based on gender non-conforming stereotypes and homophobia.

The majority of witnesses interviewed for this investigation support the Investigator’s finding that Mr. Carrillo’s belief about the significance of Councilmember Zamora’s comment was reasonable one, including Chief Crook (comment questions the sexuality of the recipients of that message), Mr. Garcia (comment indicated that the recipients of that message should have been in the women’s restroom), Chief Hayward (comment was “homophobic” and insinuated that the recipients of the message are “gay”), Mr. Meraz (comment was “offensive” and might lead a minor to question his father, “What’s wrong with us being in the restroom together?”), Capt. Miller (comment assumed that the recipients of the message were “effeminate” or “women”), Mayor Rounds (comment indicated that the recipients of the message should have been in women’s restroom or something to that effect), Mr. Sandoval (comment was inappropriate and communicated to the recipients of the message that they “were not of the right sexual orientation”), Mr. Stremel (comment was “extremely inappropriate” and “independently homophobic”), and Councilmember Trujillo (comment was offensive and communicated to the recipients that they were “girls”). See Exhibits 1 and 6. Mr. Carrillo also credibly stated during his investigative interview that his son believed that Councilmember Zamora was questioning their sexual orientation through his conduct during the Blazing Tees event. He also conveyed that Councilmember Zamora’s conduct made his son “feel extremely uncomfortable.” See Exhibits 1 and 6. Councilmember Zamora denied he made statements that insinuated that Mr. Carrillo and/or his son are gay during the Blazing Tees event. To further buttress his claim, the Councilmember shared with the Investigator that he did not perceive Mr. Carrillo or his son to be gay. He also noted that he has family members who are gay with whom he socializes. The weight of the evidence, however, leads the Investigator to find that Mr. Carrillo reasonably believed that the Councilmember’s comments, specifically the “wrong restroom” comment, was based on sexual orientation and related issues identified above. See Exhibit 6.

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Based on the preponderance of the evidence and for the reasons more fully articulated above, this allegation is **SUSTAINED**.

3. 


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V. CITY POLICY/CODE DETERMINATIONS

B. Councilmember Zamora

Based on the complained-of conduct of Councilmember Zamora that was **SUSTAINED** and more fully articulated above, the Investigator finds that Councilmember Zamora violated the City's Code of Conduct for Elected and Appointed Officials ("Code of Conduct") and its Harassment, Discrimination and Retaliation Policy ("Anti-Harassment\Discrimination Policy"), as identified below:

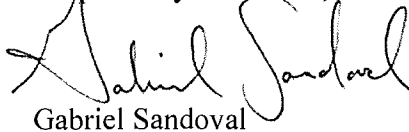
- **Code of Conduct for Elected Officials:** Councilmember Zamora violated the Code of Conduct because, during the Blazing Tees event, he did not "promote and maintain the highest standards of personal and professional conduct in the City's government"; and "while exercising [his] office," he did not "conduct [himself] in a manner that will instill public confidence and trust in the fair operation and integrity of [City] Government";
 - With regard to ethics, Councilmember Zamora violated the Code of Conduct because he (1) did not "[c]omply with both the spirit and the letter of the [l]aw and City [p]olicy," specifically the City's Anti-Harassment/Discrimination Policy; (2) engaged in conduct that was not "above reproach" and did not

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“avoid the appearance of impropriety”; (3) “did not refrain from abusive conduct, personal charges[,] or verbal attacks upon the character or motives of . . . the staff or public”; and (4) did not “support the maintenance of a positive and constructive workplace environment for City employees and for citizens . . .”;

- With regard to his conduct to City staff, Councilmember Zamora violated the Code of Conduct because he did not treat Mr. Carrillo as a professional, did not make “every effort” to “show mutual respect” to Mr. Carrillo for “the good of the community,” and engaged in “unacceptable” and “poor behavior towards” Mr. Carrillo;
- Also with regard to his conduct to staff, Councilmember Zamora violated the Code of Conduct because he did not comment about Mr. Carrillo’s performance only to the City Manager through private correspondence or communication, but rather the Councilmember inappropriately “express[ed] concerns about the performance of [Mr. Carrillo] in public . . . [and] to [Mr. Carrillo’s] manager,” Chief Hayward, Battalion Chief Marin, and employees of the City’s Public Works Department.
- **Anti-Discrimination/Harassment Policy:** Councilmember Zamora violated the City’s Anti-Discrimination/Harassment Policy, during the Blazing Tees event, when he commented to Mr. Carrillo and his minor son that they were in the wrong restroom (the men’s restroom) or something to that effect, because such conduct was harassment based on sex and sexual orientation, including gender identity and gender non-conforming stereotypes. Here, the “policy prohibits” City Councilmembers, such as Councilmember Zamora, from harassing employees and members of the public, including minors such as Mr. S. Carrillo, on these protected bases. “Prohibited harassment includes but is not limited to ‘speech, e.g., epithets, derogatory comments, or slurs’ and ‘any conduct which would be ‘unwelcome.’” Here, Councilmember Zamora’s “wrong restroom” comment, as further explained above, was unwelcome.

Respectfully Submitted,



Gabriel Sandoval