



# AGENDA

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

**September 24, 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](mailto: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.*

**PUBLIC FINANCING AUTHORITY**

**4. CONSENT AGENDA**

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

- a. Minutes of the August 27, 2020 Public Financing Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

**WATER UTILITY AUTHORITY**

**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 Water Utility Authority.*

- a. Minutes of the August 27, 2020 Water Utility Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Recommendation:**

- Receive and file the report.

**HOUSING SUCCESSOR**

**6. CONSENT AGENDA**

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

Minutes of the August 27, 2020 Housing Successor Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**SUCCESSOR AGENCY**

**7. CONSENT AGENDA**

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

Minutes of the August 27, 2020 Successor Agency Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

**CITY COUNCIL**

**8. CONSENT AGENDA**

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

- a. Minutes of the August 27, 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. 1112 Amending the Heritage Arts Advisory Committee Membership to reinstate to its membership a member of the Family and Human Services Advisory Committee (City Clerk)

**Recommendation:**

- Adopt Ordinance No. 1112 amending the Heritage Arts Advisory Committee Membership to reinstate to its membership a member of the Family and Human Services Advisory Committee.

- d. A Resolution of the City Council of the City of Santa Fe Springs, California, Censuring Councilmember Joe Angel Zamora and Ordering Training on the City's

Code of Conduct and the City's Harassment Policy (Special Counsel)

**Recommendation:**

- Adopt Resolution No. 9695 – A Resolution of the City Council of the City of Santa Fe Springs, California, Censuring Councilmember Joe Angel Zamora and Ordering Training on the City's Code of Conduct and the City's Harassment Policy.

**PUBLIC HEARING (*Continued from July 23, 2020 City Council Meeting*)**

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

**Recommendation:**

- Open the Public Hearing and receive any comments from the public regarding the appeal of the denial by the Planning Commission of Conditional Use Permit Case No. 795, Zone Variance Case Nos. 82 and 84-87 and Development Agreement 01-2020, and thereafter close the public hearing; and
- Consider the information presented in this report and any public testimony obtained through this Public Hearing, in combination with the February 12, 2020 Planning Commission staff report, approved minutes, adopted resolution, previous presentations provided by Staff and Joseph White, and the July 20, 2020 letter provided by Mr. Mark Rosen (attorney representing Tom's Truck Center), which collectively provide the necessary background and context; and
- Find that the applicant's CUP request does not meet the necessary criteria set forth in §155.716 of the City's Zoning Ordinance for the granting of a Conditional Use Permit; and
- Find that the applicant's project does not meet the necessary finding set forth in §155.384 (C) of the City's Zoning Ordinance for the granting of a Conditional Use Permit for a billboard project; and
- Find that the applicant has not adequately demonstrated that the required conditions for approval of a Variance can be found for the subject billboard project, as set forth in §155.675 of the City of Santa Fe Springs Zoning Ordinance; and
- Uphold the Planning Commission's decision and deny Conditional Use Permit Case No. 795; Zone Variance Case No. 82, Zone Variance Case Nos. 84-87; and Development Agreement No. 01- 2020; and
- Find and determine that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the project is Exempt from CEQA since no project is being recommended for approval at this time; and
- Adopt Resolution No. 9686, which incorporates the City Council findings and actions regarding this matter.



**NEW BUSINESS**

10. Authorize the Purchase of Seven (7) Ford Police Interceptor Hybrids from Fairway Ford by Piggybacking off a Purchase by the City of Whittier (Finance)  
**Recommendation:**
- Authorize the purchase of (7) New 2021 Ford Explorer Police Interceptor Hybrids by piggybacking off a purchase by the City of Whittier through Fairway Ford; and
  - Authorize the Director of Purchasing to issue a purchase order in the amount of \$306,344.08 to process this order.
11. Authorize the Purchase of One (1) BMW Police Motorcycle from Long Beach BMW Motorcycles by Piggybacking off a Purchase by the City of Whittier (Finance)  
**Recommendation:**
- Authorize the purchase of (1) New 2020 BMW Police Motorcycle by piggybacking off a purchase by the City of Whittier through Long Beach BMW Motorcycles; and
  - Authorize the Director of Purchasing to issue a purchase order to Long Beach BMW Motorcycles in the amount of \$32,070.24 to process this order.
12. Authorize the Purchase of One (1) Case Skip Loader from Sonsray Machinery (SFS) by Piggybacking off Sourcewell Contract #032119-CNH (Finance)  
**Recommendation:**
- Authorize the Director of Purchasing to purchase one (1) New Case Skip Loader utilizing the Sourcewell cooperative contract number 032119-CNH; and
  - Authorize the Director of Purchasing to issue a purchase order in the amount of \$116,964.69 for this equipment purchase.
13. Resolution No. 9694 – Establishing the City’s Maximum Contribution for Miscellaneous and Safety Employees under the Public Employees’ Medical and Hospital Care Act (Finance)  
**Recommendation:**
- Adopt Resolution No. 9694, establishing the City’s maximum contribution towards medical insurance premiums under the Public Employees’ Medical and Hospital Care Act.
14. Consideration of an Agreement with Michael Baker International to Assist the City of Santa Fe Springs with its Local Implementation of the Coronavirus Aid, Relief, and Economic Security Act (CARE-Act) (Planning)  
**Recommendation:**
- Award the Agreement with Michael Baker International, Inc., in the amount of \$30,000, to assist the City with its local implementation of the CARES Act, in a final form reviewed and approved by the City Attorney’s office.
  - Authorize the City Manager or designee to execute and administer the Agreement.

# City of Santa Fe Springs

## Regular Meetings

September 24, 2020

- Appropriate \$30,000 from General Fund Revenues.

### 15. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

### 16. COUNCIL COMMENTS

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

### **CLOSED SESSION**

### 17. **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

### **CLOSED SESSION**

### 18. **THREAT TO PUBLIC SERVICES OR FACILITIES**

(Pursuant to California Government Code Section 54957)

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

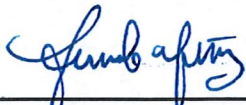
**RECONVENE MEETING** [on Zoom and over telephone]

### 19. **CLOSED SESSION REPORT**

### 20. **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](http://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 17, 2020  
Date Posted

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



## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

- Receive and file the report.

## **BACKGROUND**

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

### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 08/31/2020

None

Outstanding principal at 08/31/2020

\$41,001,082

### Bond Repayment

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

### Unspent Bond Proceeds

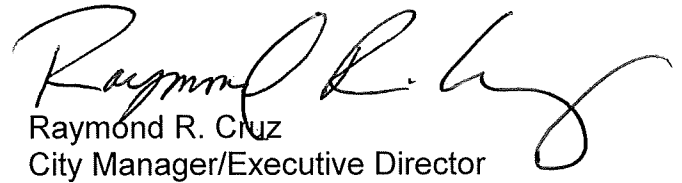
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding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

### 2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz  
City Manager/Executive Director



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



# City of Santa Fe Springs

Water Utility Authority Meeting

September 24, 2020

## CONSENT CALENDAR

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

### RECOMMENDATION

- Receive and file the report.

### BACKGROUND

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

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 08/31/2020	None
Outstanding principal at 08/31/20	\$6,890,000

#### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 08/31/2020	None
Outstanding principal at 08/31/2020	\$1,225,000

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

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

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

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

A handwritten signature in black ink, appearing to read "Raymond R. Cruz", with a stylized flourish at the end.

Raymond R. Cruz  
City Manager/Executive Director



# City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 5C

September 24, 2020

## CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

### RECOMMENDATION

- Receive and file the report.

### BACKGROUND

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

### WHITTIER WATER CONNECTION PROJECT

The bid opening for the project was August 11, 2020. The Agency has awarded the contract to 316 Engineering and Construction based in Rosemead California. The project is anticipated to start construction on October 2020. This project will provide for additional water supply from the City of Whittier, and therefore less reliance on the more costly water from the Metropolitan Water District.

### WATER WELL NO. 2 ASSESSMENT

Water Well No. 2 has been inactive since 2014 due to a change in water quality requirements from the State Water Board. As a subsequent item on this agenda, staff is requesting Council authorize the City Engineer to issue a Request for Bids on the Assessment of Water Well No. 2.

### FISCAL IMPACT

The Whittier Water Connection Project is fully funded by the Water Capital Improvement Plan fund. The Water Well No. 2 Assessment is not an approved Water Capital Improvement Plan (CIP) project and the estimated cost of the assessment is approximately \$125,000 to \$150,000. As staff evaluates whether to move forward with this project, the funding will be addressed at that time. Sufficient funding is available in the Water CIP Fund.

### INFRASTRUCTURE IMPACT

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

A comprehensive assessment of Well No. 2 will provide Staff the information needed to determine if the well can be rehabilitated and if treatment is necessary. This project has the potential to reduce the City's water dependence on the current connection with the Metropolitan Water District.

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

Raymond R. Cruz  
Executive Director

Attachment:

None

Report Submitted By:

Noe Negrete  
Director of Public Works

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

Date of Report: September 17, 2020

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



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

September 24, 2020



# City of Santa Fe Springs

City Council Meeting

## CONSENT AGENDA

Minutes of the August 27, 2020 Regular City Council Meetings

### RECOMMENDATION(S)

- Approve the minutes as submitted.

### BACKGROUND

Staff has prepared minutes for the following meeting:

- August 27, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

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

Raymond R. Cruz  
City Manager

### Attachments:

1. August 27, 2020 Meeting Minutes



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

August 27, 2020

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

**Members absent:** None

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

3. **PUBLIC COMMENTS**

There was no one wishing to speak during Public Comments.

### PUBLIC FINANCING AUTHORITY

4. **CONSENT AGENDA**

- a. Minutes of the July 23, 2020 Public Financing Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nays:** None

**Absent:** None

### WATER UTILITY AUTHORITY

5. **CONSENT AGENDA**

- a. Minutes of the July 23, 2020 Water Utility Authority (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Recommendation:**

- Receive and file the report.

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

**Recommendation:**

- Receive and file the report.

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

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**NEW BUSINESS**

6. Whittier Water Connection Upgrade – Award of Contract

**Recommendation:**

- Appropriate \$583,500 from the Water Capital Improvement Plan Funds to Account No. WT195002;
- Waive minor irregularities in the bid;
- Accept the bids; and
- Award a contract to 316 Engineering and Construction Company of Rosemead, California, in the amount of \$383,475.00.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Mora, to appropriate \$583,500 from the Water Capital Improvement Plan Funds to Account No. WT195002, waive minor irregularities in the bid, accept the bids, and award a contract to 316 Engineering and Construction Company of Rosemead, California, in the amount of \$383,475.00, by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**HOUSING SUCCESSOR**

7. **CONSENT AGENDA**

Minutes of the July 23, 2020 Housing Successor (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

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

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**SUCCESSOR AGENCY**

**8. CONSENT AGENDA**

Minutes of the July 23, 2020 Successor Agency (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

It was moved by Councilmember Trujillo, 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**

**9. CONSENT AGENDA**

- a. Minutes of the July 23, 2020 Regular City Council Meeting (City Clerk)

**Recommendation:**

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (Pursuant to Government Code Section 8630)

**Recommendation:**

- Adopt Resolution No. 9691:

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

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to approve Items Nos. 9A and 9B, by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**NEW BUSINESS**

- 10. Town Center Plaza Landscape Improvements Project Zone I and II – Amendment to Professional Services Agreement (Public Works)**

**Recommendation:**

- Amend the existing Town Center Plaza Landscape Improvements Project Zone I and II Professional Services Agreement to reflect additional scope of work; and
- Authorize the Mayor to execute a Professional Services Agreement with Ardurra Group Inc. formerly Anderson Penna in the amount of \$20,862.00.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to amend the existing Town Center Plaza Landscape Improvements Project Zone I and II Professional Services Agreement to reflect additional scope of work, and



authorize the Mayor to execute a Professional Services Agreement with Ardurra Group Inc. formerly Anderson Penna in the amount of \$20,862.00, by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**11. Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities (City Clerk)**

**Recommendation:**

- Approve appointments of Delegate and Alternate Delegate for the Annual Conference & Expo of the League of California Cities scheduled for October 7-9, 2020.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Trujillo, to approve appointments of Delegate and Alternate Delegate for the Annual Conference & Expo of the League of California Cities scheduled for October 7-9, 2020, by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**12. Adoption of Revised Salary for the City of Santa Fe Springs Firemen's Association (SFSFFA) Positions (Fire Department)**

**Recommendation:**

- Adopt the attached revised salary schedule for positions included in the City of Santa Fe Springs Firemen's Association (SFSFFA).

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Zamora, to adopt the attached revised salary schedule for positions included in the City of Santa Fe Springs Firemen's Association (SFSFFA), by the following vote:

**Ayes:** Rodriguez, Trujillo, Zamora, Mora, Rounds

**Nayes:** None

**Absent:** None

**13. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond R. Cruz called on Interim Police Chief, Aviv Bar to speak about the tactics being used to deal with abusive of force and protocols to investigate police misconduct.
- Interim Police Chief Aviv Bar spoke about utilizing the latest and best updated policies, including services from Lexipol that reviews use of force incidents and changes in the law. He provided additional information on police reports and de-escalation methods by Santa Fe Springs and Whittier Police Officers. He also provided information on requirements for use of force and the methods of investigations when force is used. He also stated that Whittier Police Department attempts to reflect the community that they serve and informed that the Police Department is over 60 percent Latino. Lastly, he talked

about ongoing changes to the department that will allow for use of services, such as partnerships with mental health professionals and high hiring standards for police officers.

- Directors of Public Works, Noe Negrete provided an update on two ongoing projects: 1) The Florence Avenue Widening Project is ongoing and estimates that the completion will be completed in mid-September. 2) He talked about a three-year study by Los Angeles Metro titled as the "605 Improvement Project". The environmental impact report was slated to be released in September but will not be released until they have brought forward an alternative that is to the satisfaction of the impacted cities. He stated that he will provide an update in the future.
- Director of Planning, Wayne Morrell spoke about the property adjacent to Tom's Truck Center facility north of the I-5 Freeway that was auctioned off by Caltrans. It was sold for \$3,050,000.00 and Planning will provide more information as they continue to work on the project. He also spoke of the progress of the General Plan and presented recently acquired information on demographics based on age, race, and income. Additional information was provided on housing.
- Director of Police Services, Dino Torres provided a report on July's traffic enforcement citations along with intersection and violator residency information.
- Fire Chief, Brent Hayward spoke about the several fires currently burning in the state of California. He also provided an update on the number of confirmed COVID-19 cases in Los Angeles County and surrounding cities. He spoke about the upcoming Relay for Life virtual event along with the Potato Bake hosted by the Fire Department, and encouraged people to donate to the "MDA – Fill the Boot" campaign located on the Fire Department's Instagram account. Lastly, he announced the retirement of Fire employee Christa King.
- Director of Finance and Administrative Services, Travis Hickey about the growth of the California Joint Powers Insurance Authority, and announced a partnership with a new risk manager, Tony Leite. Lastly, he wished everyone a safe Labor Day weekend.
- Director of Community Services, Maricela Balderas spoke about registration for the drive-in mariachi concert at St. Paul High School for the annual "Fiestas Patrias" event. She also provided an update on the drive-in movie nights and announced that two additional nights have been added on September 18<sup>th</sup> and October 2<sup>nd</sup>. She announced that the distribution of grab-and-go meals for children began on August 24<sup>th</sup>. She also spoke about the virtual sport offerings that will begin in September that will be free to residents. She announced that due to the success of the library's curb-side pickup service, the hours will be expanded starting September 8. Lastly, she announced the registration dates for the library's reading club start on August 26<sup>th</sup> and also provided information on the upcoming changes to the City's social media accounts.

#### **14. COUNCIL COMMENTS**

Councilmember Rodriguez thanked Community Services staff for the drive-in movie experience as well as for the senior packet deliveries to senior homes. She wished Christa King a happy retirement and encouraged everyone to be cordial to one another for the

betterment of the country.

Councilmember Trujillo expressed the unique composition of the City and thanked the Whittier Police Department for their professionalism. She also thanked the Community Services staff for continuing to provide entertainment and services to all residents.

Councilmember Zamora echoed the sentiments of Councilmember Rodriguez and thanked Christa King for her time with the City. He also thanked City staff for their work in keeping city functions operational and thanked the Whittier Police Department for continuing to serve and protect the City.

Mayor Pro Tem Mora expressed his content at the work being done by City personnel to keep the City operational. He highlighted the Park and Recreation Department for continuing to offer services during the pandemic and wished for the safe return of the Fire Strike team assisting with the fires up north. He also expressed his appreciation to the Whittier Police Department and wished Christa King a happy retirement.

Mayor Rounds highlighted the great work being done by Staff to reopen in the future and thanked City staff for the success of the drive-in movies. He congratulated Christa King on her retirement and thanked the Fire Department for their efforts to raise donations for the "MDA-Fill the Boot" campaign.

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**CLOSED SESSION**

**15. THREAT TO PUBLIC SERVICES OR FACILITIES**

(Pursuant to California Government Code Section 54957)

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

**CLOSED SESSION**

**16. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

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

**CLOSED SESSION**

**17. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One Case

***Mayor Rounds recessed the meeting at 7:12 p.m.***

***Mayor Rounds reconvened the meeting at 10:00 p.m.***

**18. CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a report on the closed session item: On Item 16 of the

closed session agenda, unanimous direction was given by the City Council to initiate an action and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

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**19. ADJOURNMENT**

Mayor Rounds adjourned the meeting at 10:00 p.m. in memory of Mrs. Garrison, Norwalk resident and a Santa Fe Springs swim team mom for almost fifteen years.

\_\_\_\_\_  
William K. Rounds  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



## City of Santa Fe Springs

City Council Meeting

September 24, 2020

### **CONSENT AGENDA**

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

#### **RECOMMENDATION(S)**

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

### **BACKGROUND**

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

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

Raymond R. Cruz  
City Manager

Attachment(s):

None





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8C

September 24, 2020

## CONSENT AGENDA

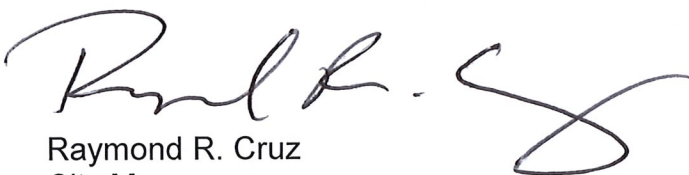
Second Reading of Ordinance No. 1112 Amending the Heritage Arts Advisory Committee Membership to reinstate to its membership a member of the Family and Human Services Advisory Committee

### RECOMMENDATION(S)

- Adopt Ordinance No. 1112 amending the Heritage Arts Advisory Committee Membership to reinstate to its membership a member of the Family and Human Services Advisory Committee.

### BACKGROUND

At its January 23, 2020 regular meeting, in response to the consolidation of City advisory committees, the City Council gave direction to the City Attorney to revise the recent City advisory committee consolidation to exclude the Family and Human Services Advisory Committee and to amend the membership of the Heritage Arts Advisory Committee to reinstate to its membership a member of the Family and Human Services Advisory Committee. On February 13, 2020, the City Council held the first reading for Ordinance No. 1112 amending Santa Fe Springs Municipal Code section 38.45 to provide that the membership of the Heritage Arts Advisory Committee shall include a member of the Family and Human Services Advisory Committee. A second reading and adoption of the ordinance did not take place, and staff recommends that the City Council adopt the ordinance.

  
Raymond R. Cruz  
City Manager

### Attachment:

1. Ordinance No. 1112 amending the Heritage Arts Advisory Committee Membership.

**ORDINANCE NO. 1112**

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 38.45 OF CHAPTER 38 OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO MEMBERSHIP OF THE HERITAGE ARTS ADVISORY COMMITTEE**

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

**SECTION 1.** Subsection (A) of Section 38.45 of Chapter 38 of Title III of the Code of Santa Fe Springs is deleted in its entirety and replaced with the following:

(A) The Heritage Arts Advisory Committee (HAAC) is hereby created as a committee appointed by the City Council to advise on the city's Heritage Artwork in Public Places Program. The HAAC shall consist of a maximum of nine voting and six non-voting members who may be reappointed at the discretion of the City Council and shall include the following unless otherwise directed by the City Council:

- (1) A member of the Planning Commission.
- (2) A member of the Chamber of Commerce and Industrial League.
- (3) A member of the Beautification and Historical Services Advisory Committee.
- (4) A member of the Family and Human Services Advisory Committee.
- (5) A member directly appointed by a City Council member, with each City Council member being entitled to one direct appointment.
- (6) The City Manager or designee, in a nonvoting capacity.
- (7) The Director of Community Services or designee, in a nonvoting capacity.
- (8) The Director of Planning and Development or designee, in a nonvoting capacity.

**SECTION 2.** Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

APPROVED:  
ITEM NO.:

**SECTION 3.** If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

**SECTION 4.** The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
William K. Rounds, Mayor

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk



# City of Santa Fe Springs

City Council Meeting

ITEM NO. 8D

September 24, 2020

## CONSENT AGENDA

A Resolution of the City Council of the City of Santa Fe Springs, California, Censuring Councilmember Joe Angel Zamora and Ordering Training on the City's Code of Conduct and the City's Harassment Policy

## RECOMMENDATION

- Adopt Resolution No. 9695 – A Resolution of the City Council of the City of Santa Fe Springs, California, Censuring Councilmember Joe Angel Zamora and Ordering Training on the City's Code of Conduct and the City's Harassment Policy

## BACKGROUND

At its regular meeting on September 10, 2020, the City Council considered in open session an investigation report prepared by Gabriel Sandoval, Esq., of the law firm of Atkinson, Andelson, Loya, Ruud & Romo, 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 Councilmember 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, Councilmember Zamora accused the City employee of engaging in unprofessional or inappropriate conduct toward him at the golf tournament. As to Councilmember Zamora, the investigator concluded that his conduct violated the City's Code of Conduct for Elected and Appointed Officials, as well as the City's Harassment, Discrimination and Retaliation Policy.

After hearing from the public and from Councilmember Zamora, the other four Councilmembers held a discussion and took action to proceed with a resolution of censure and order re-training on the City's Code of Conduct for Elected and Appointed Officials and the City's Harassment, Discrimination and Retaliation Policy. The attached resolution has been prepared in accordance with the City Council's action.

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

Raymond R. Cruz  
City Manager

## Attachment:

Resolution No. 9695

**RESOLUTION NO. 9695**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CENSURING COUNCILMEMBER JOE ANGEL ZAMORA AND ORDERING TRAINING ON THE CITY'S CODE OF CONDUCT AND THE CITY'S HARASSMENT POLICY**

WHEREAS, on December 9, 2019, the City received a formal complaint alleging that Councilmember Joe Angel Zamora harassed an employee and his son based on perceived sexual orientation at a charity golf tournament on November 11, 2019; and

WHEREAS, on December 11, 2019, the City retained a professional workplace investigator, attorney Gabriel Sandoval of Atkinson, Andelson, Loya, Ruud & Romo, to investigate the allegations against Councilmember Zamora; and

WHEREAS, Mr. Sandoval completed the investigation and provided his findings to the City Council in an investigation report; and

WHEREAS, Mr. Sandoval concluded that Councilmember Zamora did engage in the conduct alleged and violated the City's Code of Conduct for Elected and Appointed Officials and the City's Harassment, Discrimination and Retaliation Policy; and

WHEREAS, the City Council considered the investigation report and Councilmember Zamora's response to the report at a September 10, 2020 open session meeting of the City Council; and

WHEREAS, the City Council (with Councilmember Zamora abstaining from the vote) unanimously voted to proceed with a resolution of censure at the September 10, 2020 City Council meeting.

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

1. The City Council hereby censures Joe Angel Zamora for violating the City's Code of Conduct for Elected and Appointed Officials and the City's Harassment, Discrimination and Retaliation Policy based on his conduct on November 11, 2019, as explained more fully in Gabriel Sandoval's investigation report.

2. The City Council reaffirms its commitment to being a workplace free of discrimination, harassment, and retaliation and orders Councilmember Zamora to

undergo additional training of the City's Code of Conduct for Elected and Appointed Officials and the City's Harassment, Discrimination and Retaliation Policy.

APPROVED and ADOPTED this 24<sup>th</sup> day of September, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
William K. Rounds, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk





### **PUBLIC HEARING (*Continued from July 23, 2020 City Council Meeting*)**

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

### **RECOMMENDATIONS**

- Open the Public Hearing and receive any comments from the public regarding the appeal of the denial by the Planning Commission of Conditional Use Permit Case No. 795, Zone Variance Case Nos. 82 and 84-87 and Development Agreement 01-2020, and thereafter close the public hearing; and
- Consider the information presented in this report and any public testimony obtained through this Public Hearing, in combination with the February 12, 2020 Planning Commission staff report, approved minutes, adopted resolution, previous presentations provided by Staff and Joseph White, and the July 20, 2020 letter provided by Mr. Mark Rosen (attorney representing Tom's Truck Center), which collectively provide the necessary background and context; and
- Find that the applicant's CUP request does not meet the necessary criteria set forth in §155.716 of the City's Zoning Ordinance for the granting of a Conditional Use Permit; and
- Find that the applicant's project does not meet the necessary finding set forth in §155.384 (C) of the City's Zoning Ordinance for the granting of a Conditional Use Permit for a billboard project; and
- Find that the applicant has not adequately demonstrated that the required conditions for approval of a Variance can be found for the subject billboard project, as set forth in §155.675 of the City of Santa Fe Springs Zoning Ordinance; and
- Uphold the Planning Commission's decision and deny Conditional Use Permit Case No. 795; Zone Variance Case No. 82, Zone Variance Case Nos. 84-87; and Development Agreement No. 01- 2020; and
- Find and determine that pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the project is Exempt from CEQA since no project is being recommended for approval at this time; and
- Adopt Resolution No. 9686, which incorporates the City Council findings and actions regarding this matter.

### **BACKGROUND**

On February 13, 2020, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to the subject applications on property located at 13539

Freeway Drive. The appeal, submitted by Becker Boards, was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Ordinance.

On March 12, 2020, in accordance with Section 155.866 of the City's Zoning Ordinance, the City Council unanimously voted in favor of setting the appeal matter as a public hearing before itself. The public hearing was originally scheduled for the April 9th City Council meeting to allow the City Council to consider the subject appeal. However, due to health concerns and travel limitations surrounding the Covid-19 (coronavirus) outbreak, the appellant has continued to request that the matter be postponed. Understanding that we are in unprecedented times, staff had provided the appellant with a total of four (4) postponements to date. The first postponement had delayed the public hearing until the May 28, 2020 City Council meeting, the second was to the June 11, 2020 City Council meeting, the third was to the June 25, 2020 City Council meeting, and the fourth was to the July 23, 2020 City Council meeting,

On July 23, 2020, with knowledge that the applicant was requesting that the matter be further postponed due to the fact that impacts and concerns surrounding Covid-19 still remained, confirmation by the Director of Planning and City Manager that a further postponement would not cause any undue harm, and after hearing the options available to them by the City Attorney, the City Council unanimously voted to continue the appeal matter to the September 24, 2020 City Council meeting. It should be noted that one individual, Mr. Mark Rosen (an attorney representing Tom's Truck Center), spoke during the Public Hearing. Mr. Rosen provided a brief summary of the letter, dated July 20, 2020, which was sent to Mayor Rounds and members of the City Council a few days prior to the July 23<sup>rd</sup> meeting (see Attachment 8). While Mr. Rosen and his client remains in opposition to the proposed digital billboard, he did not offer any opposition to the applicant's request for continuance.

On September 8, 2020, in an effort to gauge the applicant's readiness to move forward with the appeal, staff e-mailed the applicant to remind them of the upcoming Council Meeting date and to confirm if they had any desire to further postpone the appeal matter. On September 11, 2020, staff received an e-mail from the appellant, Mr. Joseph White, indicating that he would like to move forward with the scheduled hearing date (see Attachment 2).

#### **LEGAL NOTICE OF PUBLIC HEARING**

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 through 65096 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.866 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail on July 9, 2019 to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject

property. The legal notice was also posted in the City's Town Center kiosk on July 9, 2019, and published in a newspaper of general circulation (Whittier Daily News) on July 11, 2019 as required by the State Zoning and Development Laws and by the City's Zoning Ordinance.

The public hearing was opened on July 23, 2020 by Mayor Rounds, and after a unanimous vote in favor of granting the applicant a further postponement of their appeal matter, the public hearing was continued to the September 24, 2020 City Council meeting. As mentioned previously, one individual spoke at the July 23, 2020 City Council meeting.

### **CONSIDERATIONS FOR APPEAL**

In addition to any public testimony, presentations by staff and/or the appellant, staff believes that the City Council should consider the following items listed below before making a determination:

#### **A. Project Overview**

The applicant, Becker Boards, proposes to construct and operate a new 50-foot tall V-shaped digital billboard with 14' x 48' display areas, on property located at 13539 Freeway Drive (APN: 8069-016-006), within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone.

#### **B. Necessary Approvals**

In addition to the need for an Outdoor Advertisement Display (OAD) Permit by the California Department of Transportation, the project involves the following entitlements:

*Conditional Use Permit (CUP) Case No. 795:* A request to allow the construction and operation of a new 50-foot tall V-shaped digital billboard with 14' x 48' display areas on the subject property, within the M-2 FOZ (Heavy Manufacturing – Freeway Overlay Zone) zone; and.

*Zone Variance (ZV) Case No. 82:* A request to allow the subject digital billboard to project over the roof of a building contrary to the provisions as set forth in Section 155.384 (E)(1) of the City's Zoning Regulations; and

*Zone Variance (ZV) Case No. 84:* A request to allow the subject digital billboard to be located less than 25' from the front property line contrary to the provisions as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

*Zone Variance (ZV) Case No. 85:* A request to allow the subject digital billboard to be located less than 25' from the side property line contrary to the provisions as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

*Zone Variance (ZV) Case No. 86:* A request to allow the subject digital billboard to be located less than 25' from the adjacent building contrary to the provisions as set forth in Section 155.384 (H)(6) of the City's Zoning Regulations; and

*Zone Variance (ZV) Case No. 87:* A request to allow the removal of an existing on-site tree in order to locate the subject digital billboard as currently prohibited by Section 155.384 (I)(3) of the City's Zoning Regulations.

*Development Agreement (DA) No. 01-2020:* A Development Agreement by and between the City of Santa Fe Springs and Becker Boards which would set forth the rules and regulations under which the proposed billboard would be allowed.

It should be noted that Staff did not require the applicant to move forward with the subject Development Agreement. Efforts to prepare the Development Agreement were initiated by, and at the request of, the applicant. Since staff was not in support of the project, as proposed, it was not necessary to prepare a Development Agreement at that time.

C. Relevant Code Sections from the City's Zoning Ordinance

Pursuant to Section 155.384 (A) of the City's Zoning Ordinance, billboards are allowed for properties in the FOZ only after a valid Conditional Use Permit has first been obtained, and subject to approval of a Development Agreement.

**Section 155.384 (A)**

**Section 155.384 Billboards**

(A) *Use Regulations.* Billboards shall be allowed in the FOZ not more than 200 feet from the centerline of the freeway and only after a valid conditional use permit has first been obtained and a development agreement has been approved. A conditional use permit shall be obtained and a development agreement shall be entered into prior to the issuance of a building permit for any project involving construction of a new billboard, expansion or modification of a billboard, or addition of additional face(s) to a billboard. A development agreement shall include the amount of money to be paid to the city as a result of the installation and operation of the billboard.

As proposed, the subject billboard requires a total of five (5) Zone Variances to Sections 155.384 (E)(1), 155.384 (H)(6), and 155.384 (I)(3) of the City's Zoning Ordinance.

**Section 155.384 (E)(1)**

Section 155.384 Billboards

(E) *Locations prohibited*

1. On the roof of a building or projecting over the roof of a building, whether the building is in use or not.

**Section 155.384 (H)(6)**

Section 155.384 Billboards

(H) *General Requirements*

6. *Minimum setback.* The minimum setback distance of the billboard column support post shall be at least 25 feet from any property line and at least 25 feet from any building. Notwithstanding, no portion of a billboard shall project over the width of any street, highway or other public right-of-way.

**Section 155.384 (I)(3)**

Section 155.384 Billboards

(I) *Standards of Design*

3. The installation of any new billboard shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.

The City Council should note that, although there are three code sections mentioned above, as proposed, the project requires a total of five variances because of the need for three separate variances related to Section 155.384 (H)(6): a variance to reduce the distance of the column support from the front property line, a variance to reduce the distance of the column support from the side property line, and a variance to reduce the minimum distance of the column support from an adjacent building.

**D. History of Billboard Ordinance**

In 2012, in response to a request from Golden Springs Development Company to construct a static and digital billboard on their property at the northeast corner of Marquardt Avenue and Freeway Drive, and because the existing City Code did not address "digital" billboards, the City adopted Ordinance No. 1036 to establish regulations for new billboards within the Freeway Overlay Zone. The intent of the regulations was to prevent and relieve needless distraction and aesthetic clutter resulting from excessive and confusing sign displays; to promote traffic safety; to safeguard and enhance property values; and to promote the public safety and general welfare. Before formulating Ordinance No. 1036, the City looked to several other cities, including but not limited to, Carson, Inglewood, Berkley, Commerce, Compton, Corona, Inglewood, Long



Beach, and Mission Viejo, for guidance. At the time, these cities had either adopted or were in the process of adopting a digital billboard ordinance.

The research of other cities revealed that without proper controls such as quantity, height, size, location, and prescribed operating and aesthetic standards, billboards could have significant adverse influence on the city's visual environment. As a result, staff sought to ensure that the city's billboard ordinance provided proper controls, while recognizing that community appearance is an important factor in ensuring the general community welfare.

In addition to typical billboard regulations, key elements of the adopted ordinance included the following additional controls:

- 1) Limiting billboards to the FOZ;
- 2) Requiring a Conditional Use Permit and Development Agreement for all new billboards and expansion of existing billboards;
- 3) Limiting the placement of billboards to properties with a minimum area of 5-acres;
- 4) Defining and providing regulation for supergraphics and mobile billboards;
- 5) Establishing a minimum distance between billboards; and
- 6) Limiting the contents of messages beyond sexually explicit materials, alcohol and tobacco advertising.

Subsequently, in 2018, after re-evaluating the impacts from the six billboards that had been approved and four billboards that were constructed to-date, considering the new trends observed in other cities, as well as considering the potential remaining sites along the FOZ that would have qualified for a new billboard, the city adopted Ordinance No. 1092 to update the city's existing billboard ordinance. Key elements of the revised ordinance included the following:

- 1) Removal of the 5-acre minimum;
- 2) Discontinue allowing static billboards but allowing existing static billboards (approved by CUP) to remain indefinitely (similar to the Telegraph Road Corridor uses);
- 3) Expand the 500' separation between billboards on same parcels to include separation from existing freestanding signs;
- 4) Prohibit billboards from locating more than 200 feet from the centerline of the Freeway;
- 5) Provide standards for architectural elements (2' on sides and bottom, 6' on top – of sign face), also known as "cutouts" among the billboard industry;



- 6) Require proper screening of cylindrical column and torsion bar;  
and
- 7) Established criteria for V-shaped billboards.

Like all other aspects of planning and zoning, staff fully expects that future trends will likely trigger another revision to the City's billboard ordinance. Until that trend materializes, staff firmly believes that the existing billboard ordinance which was amended this past year, provides reasonable billboard control, while recognizing that community appearance is an important factor in ensuring the general community welfare.

E. Criteria for Granting a Conditional Use Permit

The City Council should note that in accordance with Section 155.716 of the City's Zoning Ordinance, before granting a Conditional Use Permit, the Council shall:

- 1) Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general; and
- 2) Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.

In addition, pursuant to Section 155.384 (C) of the City of Santa Fe Springs Zoning Ordinance, the City Council shall:

- 1) Not approve a conditional use permit for any billboard project unless it can make a finding that the billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway

F. Criteria for Granting a Zone Variance

The Commission should note that in accordance with Section 155.675 of the City's Zoning Ordinance, before granting a Zone Variance, the Commission/Council shall satisfy itself that the applicant has shown that all of the following conditions shall apply:

- 1) That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone; and

- 2) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in questions; and
- 3) That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity; and
- 4) That the granting of such variance will not adversely affect the master plan of the City.

G. Planning Commission Action and Determination

After an in-depth discussion of the issues presented (by both Staff and the appellant, Joseph White), consideration of the facts contained in the oral and written report reports and related attachments, and consideration of all comments made by the public (which included two individuals representing Tom's Truck Center who spoke in opposition to the project), the Planning Commission voted (4-0) to adopt Resolution No. 150-2020 and effectively denying CUP 795, ZV 82, ZV 84-87, & DA 01-2020. It should be noted that Commissioner Carbajal abstained from voting on the matter. A copy of Planning Commission minutes and resolution (Resolution No. 150-2020) are provided as an attachment to this report.

H. Appellant Stated Grounds for Appeal

While the appellant did submit a formal appeal within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Ordinance, the City Council should note that said appeal letter did not state any specific grounds for the appeal. Generally speaking, an appeal of a decision is typically accompanied by precise reasons for why the appeal was filed. The appellant, in this particular case, simply requested that the matter be presented to the City Council.

I. Staff Analysis of the Appeal

Staff believes the City Council should deny the appeal and uphold the Planning Commission's denial of Conditional Use Permit Case No. 795, Zone Variance Case No. 82, Zone Variance Case Nos. 84-87, & Development Agreement No 01-2020, for the following reasons:

1) Substantial Non-Compliance with City's Billboard Ordinance

Prior to Ordinance No. 1036, billboards were not allowed within the Freeway Overlay Zone. Ordinance No. 1036 and subsequent amendments, established specific requirements under which billboards would be allowed. For a billboard to be allowed, it first needed to be in

compliance with all the requirements established by the ordinance. Only then would a billboard be allowed.

It is staff's opinion that the location of billboards should be selected based on the existing code regulations rather than selecting a location and working backwards to obtain necessary variances from the Code. Although the applicant has reduced the number of Zone Variances from a total of six variances initially to the five that still remain, there is still insufficient evidence to support the required findings necessary to approve the five Zone Variances related to the subject digital billboard project. Staff would agree that there are constraints surrounding the proposed project, such as the site's limited street frontage, location of the existing building and trees, and location of adjacent billboards, which do have a direct bearing on the site's suitability as defined in the City's billboard ordinance. It is important to note, however, that said constraints already existed when the applicant selected the subject property for their proposed billboard.

Although other previously approved billboards were granted variances to deviate from existing billboard regulations, none of said billboards had required or received more than two variances. To approve a billboard, or any type of development, which requires a total of five Zone Variances would be unprecedented. Additionally, the granting of multiple variances in the absence of sound findings that cannot be supported by evidence could result in a "de facto" amendment to the City's billboard ordinance.

It should also be noted that a variance to allow the proposed billboard to be constructed over an existing building is not only an exception that has never been granted before but, in staff's opinion, would result in a significant aesthetic impact. The existing billboard ordinance specifically prohibits such designs because they do not portray the image that the City consistently strives to achieve for billboards. Moreover, any variances that are approved for the proposed billboard project would set a precedent for future requests.

In 2012, when Ordinance No. 1036 was adopted, from the Buena Park city limits to the city limits of Santa Fe Springs, there were approximately twelve billboards: eight on the south side of the freeway and four on the north. Staff looked at those billboards and observed that none had consistent heights, sign areas or column design. Some over-hanged buildings, and/or were constructed on top of buildings, and others had support columns of variance distances from the building. Ordinance No.

1036 was, in part, intended to address the chaotic mish-mash, haphazardness, and asymmetrical design that was observed.

2) Adverse Impact on Public Health and Safety

There are several goals and policies within the City's existing General Plan that are intended to ensure that land use decisions consider incompatible uses along with potential crime and traffic safety impacts. As proposed, the subject billboard project is not consistent with said goals and policies as follows:

- Goal 4 of the General Plan Land Use Element states that "Where incompatible land uses are in proximity to one another, provide for buffering, transitional uses or other controls which will reduce the conflict to the maximum extent possible." The subject billboard does not provide the necessary setbacks as specified in the City's Zoning Ordinance nor does it provide the minimum 1,000-foot separation from another message center display as per the Outdoor Advertising Act section 5405(d)(1) which was intended to promote the public safety, health, welfare, convenience and enjoyment of public travel, to protect the public investment in such highways, to preserve the scenic beauty of lands bordering on such highways, and to insure that information in the specific interest of the traveling public is presented safely and effectively, recognizing that a reasonable freedom to advertise is necessary to attain such objectives.
  - It should be noted that staff recently discovered that a loophole does exist within the Outdoor Advertising Act, as well as the City's Zoning Ordinance (which mirrors the Outdoor Advertising Act), whereby the timing for an advertising display could technically be set to change once every 2 minutes and 1 second to avoid said 1,000-foot rule. While the subject billboard could change the timing of their display to avoid the 1,000-foot rule it, the approximately 465' distance between the proposed digital billboard to the existing message center display at 13443 Freeway Drive (Tom's Truck Center) could still be viewed as visual clutter given the close proximity of the two digital signs without the typical buffer.
- Policy 9.1 of the General Plan Safety Element states that "City land use planning policies and decisions will take into consideration the crime and traffic safety impacts of the uses." Since the proposed billboard does not comply with either the City's billboard ordinance

or the California Business and Professions Code, which provides minimum standards to not only minimize aesthetic impacts but also help prevent unsafe distractions to drivers, the Commission, therefore, finds that traffic safety impacts related to the subject billboard have not been adequately addressed.

- Goal 10.1 of the General Plan Safety Element states that the City shall “Continue to protect the Santa Fe Springs community from the loss of life and property from crime or traffic hazards.” Again, given that the proposed billboard does not comply with either the City’s billboard ordinance or the California Business and Professions Code, which are in place to help minimize unsafe distractions to drivers, the Commission finds that the subject billboard could be a traffic hazard which has the potential to result in the loss of life and property.

3) California Environmental Quality Act (CEQA) Impasse

Although it was initially determined by the city, as the lead agency, that a Mitigated Negative Declaration (MND) would need to be prepared for the project, Becker Boards submitted an Initial Study to the City in support of a Negative Declaration (ND). Rather than dismissing their findings, staff asked the City’s environmental consultant, Blodgett Baylosis Environmental Planning (BBEP) to peer review the Initial Study. After careful review, BBEP concluded that the potential impacts for three key areas: aesthetics, biology, and land use, would require mitigation, due to the nature and extent of the requested Variances, to lessen or eliminate potentially significant impacts. The rationale for this conclusion was based on the following:

- The conclusion to finding C of Aesthetics impacts: A determination that the project’s potential for conflicting “with the applicable zoning and other regulations governing scenic quality” as having a *Less than Significant Impact* could not be supported given the number and extent of the requested variances. Mitigation measures that would be effective in reducing these potential impacts (i.e. ensuring conformity with the City’s regulations) must be clearly identified.
- The conclusion to finding E of Biological Resources impacts: A determination that the project’s potential impact for conflicting “with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance” as having *No Impact* could not be supported given that tree removal is not permitted

pursuant to the billboard ordinance. Since the project will require the removal of an existing tree, the finding of *No Impact* is not accurate. Nevertheless, in this case, it was conveyed that an appropriate mitigation measure is possible; for example, some form of tree replacement.

- The conclusion to finding B of Land Use impacts: A determination that the project's potential for conflicting "with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect" as having a *Less Than Significant Impact* could not be supported given that the specific sections of the City's billboard ordinance where variances are being requested are expressly designed to avoid an impact related to the construction and/or operation of a billboard. Therefore, the concluding statement that, "Implementation of the proposed Project would result in less-than-significant impacts due to land use and planning considerations; accordingly, mitigation measures are not required" cannot be supported without evidence provided in the CEQA document.

It is important to note that no specific mitigation measures were identified within the initial Negative Declaration, by the applicant. In several meetings with the Applicant and their representatives, however, concerns were expressed that mitigation for Aesthetics and Land Use may not be possible. Absent any effective mitigation measures, an EIR would be needed so that a "statement of overriding considerations" could be adopted by the City Council as part of the certification of the Final EIR. The applicant subsequently submitted an Initial Study in support of a Mitigated Negative Declaration (proposed IS/MND is attached as an exhibit to the February 12, 2020 Planning Commission report). Said IS/MND was reviewed by City staff, BBEP, and the City Attorney's office and a determination was made that the document lacked clear, effective, and enforceable mitigation measures that would be effective in addressing the potentially significant environmental impacts. In summary, absent clear and enforceable mitigation measures that would be effective in addressing the significant environmental impacts, it was concluded that an EIR (in this case a Focused EIR) would be needed.

Since the applicant did not agree with that conclusion, and there was an apparent impasse, City staff and BBEP suggested that to move the project forward that it be presented to the Planning Commission with a determination that an action to deny the project would meet the "common sense" exemption as outlined in Section 15061(b)(3) of the CEQA



Guidelines. Said section states that a project is exempt from CEQA if "...it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment..." Since the project was not being recommended for approval, the exemption identified could be applied to such action to deny the project. The Planning Commission's denial of CUP 795, ZV 82, ZV 84-87, & DA 01-2020, therefore, also included a determination that the project is Exempt from CEQA.

Unless the City Council decides to approve the project, similar to the determination made by the Planning Commission, the City Council may also determine that the project is Exempt from CEQA since no project is being recommended at this time. On the other hand, if the City Council decides to approve the project, a concurrent determination must be made on the appropriate CEQA document for the subject billboard project.

The City Council would need to decide if the find that:

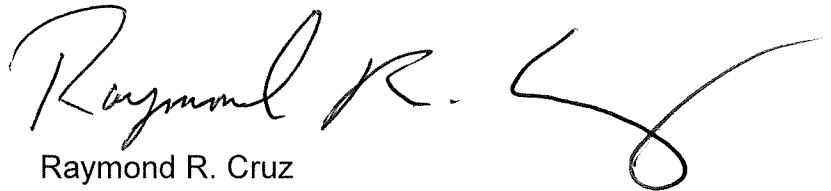
1. The IS/MND, that was submitted by the applicant, adequately mitigates all environmental factors to a less than significant level, or
2. They agree with the determination by City staff, BBEP, and the City Attorney's office, that the document lacked clear, effective, and enforceable mitigation measures and thus a Focused EIR is necessary.

#### **CITY COUNCIL ALTERNATIVES**

In consideration of the filed appeal, the following alternative are available to the City Council:

- A. Adopt resolution (Resolution No. 9686) to deny the appeal, and uphold the Planning Commission's denial of CUP 795, ZV 82, ZV 84-87, & DA 01-2020 and determination that the project is Exempt from CEQA since no project is being recommended for approval at this time;
- B. Direct staff to return with a resolution for project approval, in support of the appeal filed by Becker Boards, with necessary findings and CEQA documents indicated by the City Council;
- C. Request that additional information by staff and/or the applicant be provided and, thereafter, present said information to the City Council for consideration before a determination of the appeal is made.

- D. Direct staff to amend certain sections of the City's Billboard Ordinance as indicated by the City Council and, thereafter, return with a resolution for project approval with necessary findings and CEQA documents.



Raymond R. Cruz  
City Manager

Attachments:

1. Appeal letter by Joseph White
2. September 11, 2020 e-mail from Joseph White – confirmation to move forward with scheduled hearing date.
3. February 12, 2020 Planning Commission staff report – includes IS/MND and DA proposed by Becker Boards
4. Staff presentation to Planning Commissioners
5. Joseph White presentation to Planning Commissioners
6. February 12, 2020 Planning Commission – Approved minutes
7. Resolution No. 150-2020 – Planning Commission's findings and actions
8. July 20, 2020 letter by Mr. Mark Rosen, Attorney for Tom's Truck Center
9. Resolution No. 9686 - City Council's findings and actions
  - A. Signed PC Resolution (No. 150-2020)

**ATTACHMENTS UNDER SEPARATE COVER**



# City of Santa Fe Springs

## City Council Meeting

September 24, 2020

### NEW BUSINESS

Authorize the Purchase of Seven (7) Ford Police Interceptor Hybrids from Fairway Ford by Piggybacking off a Purchase by the City of Whittier

#### RECOMMENDATION

- Authorize the purchase of (7) New 2021 Ford Explorer Police Interceptor Hybrids by piggybacking off a purchase by the City of Whittier through Fairway Ford; and
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$306,344.08 to process this order.

#### BACKGROUND

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2020-21 Budget City Council approved the replacement of seven (7) Police Pursuit vehicles; below is a list of those vehicles that will be replaced with this purchase.

Unit	Year	Dept.	Make/Model	Mileage
524	2014	Police	Chevrolet Caprice	*
525	2014	Police	Chevrolet Caprice	83,120
526	2014	Police	Chevrolet Caprice	76,200
528	2014	Police	Ford Explorer Interceptor	**
529	2015	Police	Ford Explorer Interceptor	81,540
530	2015	Police	Ford Explorer Interceptor	102,900
533	2016	Police	Ford Explorer Interceptor	95,000

\*Unit 524 taken out of service due to motor damage

\*\*Unit 528 taken out of service due to major accident

The City of Whittier solicited bids in July of 2020 to replace police interceptors in their fleet. Fairway Ford was awarded the order and has agreed to hold the pricing for our purchase. We will be replacing the vehicles above with seven (7) New 2021 Ford Explorer Police Interceptor Hybrids. These vehicles are used by Whittier Police Department Officers during their contract patrol of Santa Fe Springs.

#### FISCAL IMPACT

The City Council approved in the fiscal year 2020/21 budget, \$350,000 for the purchase of the above vehicles. The total for this purchase is \$306,344.08. The quoted amounts include all taxes, fees, and delivery. There are additional up-fit costs covered by separate budgeted funds for this purpose.



# *City of Santa Fe Springs*

*City Council Meeting*

*September 24, 2020*



Raymond R. Cruz  
City Manager

Attachment

1. City of Whittier Purchase Order & Vendor Solicitation



**City of Whittier**  
 13230 Penn Street  
 Whittier, CA 90602

**PURCHASE ORDER NO. 21000039**

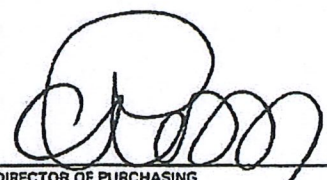
PAGE NO. 1

VENDOR  
 29798  
 FAIRWAY FORD  
 1350 YORBA LINDA BLVD  
 PLACENTIA CA 92870

SHIP TO  
 CITY YARD  
 12016 HADLEY ST  
 WHITTIER, CA 90601  
 ATTN:

ORDER DATE: 08/13/20		BUYER: JAY NOSSETT		REQ. NO.: 21000043		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.:		DESC.:		
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
01	6.00	EA	SIX (6) NEW/UNUSED 2021 FORD POLICE UTILITY HYBRID INTERCEPTORS AS PER QUOTATION DATED JULY 29, 2020 **CITY WILL PAY USING TAX DIRECTLY**		39599.0000	237,582.00	
02	6.00	EA	TIRE FEE		8.7500	52.50	
					SALES TAX:	24,352.16	
ITEM#		ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 261,986.66	
		75030361000 745863		261,986.66		TOTAL \$ 261,986.66	

**APPROVED BY**

  
 DIRECTOR OF PURCHASING





# City of Whittier

13230 Penn Street, Whittier, California 90602-1772  
(562) 567-9999

Date: July 29, 2020  
To: Fleet Sales Department  
From: Jay Nossett  
Subject: New Utility Police Interceptor Quotation

Fleet Sales Department,

✓ The City of Whittier is looking for six (6) new/unused 2020 or 2021 MY Ford Police Utility Hybrid Interceptors. If your dealership has, can find, or order these vehicles with the equipment requirements please, email, mail, or fax a price quotation to the address or number at the end of this specification.

✓ Each vehicle shall be certified as a Police Pursuit Rated (PPV) vehicle with four (4) regular sized doors and a rear hatch, have all the standard features and warranty as shown in the manufacturer's brochure, and be equipped the following optional equipment:

✓ 1. **Powertrain configuration:** Engine shall be a 3.3-liter, all-wheel drive, with HYBRID powertrain (99W), and ten (10) speed automatic transmission (44B) (**Non-EcoBoost**).

Engine shall be California emission compliant.

✓ 2. **Painting:** Black hood, fenders, quarter panels, and rear hatch, with white doors and roof (no vinyl wrap). Vehicles shall have a black base color (UM) and white paint quality shall match OEM.

3. **Options:**

- ✓ a. Charcoal black interior with cloth front seats and vinyl rear seat (96).
- ✓ b. Axle Ratio shall be 3.73 (STD).
- ✓ c. AGM Battery (19K).
- ✓ d. Front license plate bracket (153).
- ✓ e. Badge Delete (16D).
- ✓ f. Front Headlamp Lighting Solution (66A).
- ✓ g. Dual LED Spot Lamps (Unity 51S).
- ✓ h. Keyed Alike 1284 (59B).
- ✓ i. Tail Lamp/Police Interceptor Housing Only (86T).
- ✓ j. Front Driver and Passenger Ballistic Panels (90E).
- ✓ k. Rear Door Handles & Locks Inoperable (68G), Rear Power Window Delete.
- ✓ l. Auxiliary Air Conditioning (17A).

- ✓ m. Dark Car Feature (43D) Courtesy lamp disabled.
- ✓ n. Rear View Camera (87R). To be displayed in rear view mirror.
- ✓ o. Reverse Sensing System (76R).
- ✓ p. Noise Suppression Ground Straps (60R).
- ✓ 4. Keys: 2 sets of keys, for each vehicle, shall be provided.

#### WARRANTY:

✓ The Contractor shall guarantee the complete apparatus furnished under these specifications against defects in material and workmanship (bumper to bumper) for a period of three (3) years or 36,000 miles, whichever occurs first from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.

#### MANUALS:

- ✓ All operator manuals pertaining to this equipment, in hardcopy, must be included in this quotation.

#### DIRECT TAX PAY:

- ✓ The City of Whittier pays use tax directly. The City will provide a "Use Tax Direct Payment Exemption Certificate" to the Contractor. Please reflect sales tax in the quotation below.

#### DELIVERY TIME:

- ✓ Delivery time from receipt of Purchase Order. EST. 90-120 DAYS

VEHICLE QUOTATION (EACH) \$ 39,597<sup>00</sup>

10.25% Sales Tax \$ 4058<sup>69</sup> SFS TAX 10.5%  
4,157.685

Tire Fee \$ 8<sup>75</sup> 8.75

Total (EACH) \$ 43,664<sup>44</sup> \$ 43,763.44

x 7 = \$306,344.08





# *City of Santa Fe Springs*

*City Council Meeting*

ITEM NO. 11

*September 24, 2020*

## **NEW BUSINESS**

Authorize the Purchase of One (1) BMW Police Motorcycle from Long Beach BMW Motorcycles by Piggybacking off a Purchase by the City of Whittier

### RECOMMENDATION

- Authorize the purchase of (1) New 2020 BMW Police Motorcycle by piggybacking off a purchase by the City of Whittier through Long Beach BMW Motorcycles; and
- Authorize the Director of Purchasing to issue a purchase order to Long Beach BMW Motorcycles in the amount of \$32,070.24 to process this order.

### BACKGROUND

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2020-21 Budget City Council approved the replacement of one (1) Police Motorcycle to replace Unit #554 a 2009 Honda motorcycle with 88,657 miles.

The City of Whittier purchased a 2019 BMW Motorcycle for their fleet. Long Beach BMW Motorcycles was awarded the order and has agreed to hold the pricing for our purchase. This motorcycle is used by Whittier Police Department Officers during their contract patrol of Santa Fe Springs.

### FISCAL IMPACT

The City Council approved in the fiscal year 2020/21 budget, \$45,000 for the purchase of the above motorcycle. The total for this purchase is \$32,070.24. The quoted amounts include all taxes, fees, and delivery. There are additional up-fit costs covered by separate budgeted funds for this purpose.

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

Raymond R. Cruz  
City Manager

### Attachment

1. City of Whittier Purchase Order
2. Vendor Quote

**City of Whittier**  
13230 Penn Street  
Whittier, CA 90602

**PURCHASE ORDER NO. 20200039**

PAGE NO. 1

VENDOR 36752  
LONG BEACH BMW MOTORCYCLES  
2125 E. SPRING ST.  
LONG BEACH CA 90806

S  
H CITY YARD  
I 12016 HADLEY ST  
P WHITTIER, CA 90601  
T  
O ATTN:

ORDER DATE: 07/31/19		BUYER: JAY NOSSETT		REQ. NO.: 20200029		REQ. DATE:	
TERMS: NET 30 DAYS		F.O.B.:		DESC.:			
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
01	1.00	EA	ONE (1) NEW/UNUSED 2019 BMW R1250 RT-P POLICE MOTORCYCLE AS PER NOV. 27, 2018 QUOTATION	27870.1500	27,870.15		
02	1.00	EA	INSTALLATION OF RADIO AND RADAR EQUIPMENT	1150.0000	1,150.00		
03	1.00	EA	DOC FEE (\$80.00), CVR FEE (\$29.00), AND TIRE FEE (\$3.50)	112.5000	112.50		
					SALES TAX:		
					2,647.66		
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$		
	75030361000 745852		31,780.31		31,780.31		
					TOTAL \$ 31,780.31		

**APPROVED BY**

**DIRECTOR OF PURCHASING**

# Buyers Order

**LONG BEACH BMW MOTORCYCLES**

2125 E. SPRING STREET  
LONG BEACH, CA 90806  
562-426-1200

**Salesperson Details**

Name: CHARLES BERTHON

**Buyer Information**

CITY OF SANTA FE SPRINGS 562-868-0511  
11710 TELEGRAPH ROAD  
SANTE FE SPRINGS, CA 90670-3679

N/U	Year	Make	Model	Stock #	VIN
New	2020	BMW	R 1250 RT-P	POLICE5	

**Pricing Details**

Manufacturer Base Price	\$28,913.44
Unit Subtotal	\$28,913.44
Other Extras & Fees	\$112.50
Tax	\$3,044.30
Net Selling Price	\$32,070.24
Cash Down	\$32,070.24

Whitaker  
SPEC

Customer  
Date 9/16/20  
Dealer Representative





## City of Santa Fe Springs

City Council Meeting

### **NEW BUSINESS**

Authorize the Purchase of One (1) Case Skip Loader from Sonsray Machinery (SFS) by Piggybacking off Sourcewell Contract #032119-CNH

#### **RECOMMENDATION**

- Authorize the Director of Purchasing to purchase one (1) New Case Skip Loader utilizing the Sourcewell cooperative contract number 032119-CNH; and
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$116,964.69 for this equipment purchase.

#### **BACKGROUND**

Replacement vehicles are budgeted annually for vehicles that have reached the end of their mileage and/or service use life cycle. The City Council approved in the Fiscal Year 2020/21 Budget for the replacement of one (1) Skip Loader that will be used by Public Works Maintenance Division. This purchase will replace unit #376 a 1990 John Deere Skip Loader.

The Director of Purchasing Services requests approval to authorize the purchase of one (1) New Skip Loader by "piggybacking" on an existing cooperative contract through Sourcewell from Sonsray Machinery LLC – Santa Fe Springs. This includes authorization to issue a purchase order in the amount of \$116,964.69. Sourcewell solicited bids and issued a contract to CNH Industrial America LLC, of which Case is a product in their portfolio, and Sonsray Machinery is a local distributor for Case equipment. The contract is valid for use through May 13, 2023. The quoted amount include all taxes, fees, and delivery.

During specification discussions staff decided two upgrades would benefit this purchase, causing the price to increase above the budgeted amount. The skip loader will primarily be used at the Municipal Services Yard to load trash from the trash bay into a dumpster. An enclosed cab will give protection to the operator from trash, dust, and debris. The second upgrade would be solid cushion tires. The trash bay includes construction debris with nails, glass, sharp objects, etc. The solid cushion tires would be a benefit in this environment.

#### **FISCAL IMPACT**

The City Council approved \$110,000 in the Fiscal Year 2020-21 Budget for this acquisition. The \$6,964.69 over budget for the upgrades will be more than offset by the savings on the Police Interceptor purchase up for approval on a separate agenda report at this meeting. The Police Interceptor purchase came in at \$43,655.92 below the budget amount for the lot of vehicles. Both purchases come from the Equipment Acquisition activity.





## *City of Santa Fe Springs*

City Council Meeting

September 24, 2020

A handwritten signature in black ink, appearing to read "Raymond R. Cruz", with a large, sweeping flourish at the end.

Raymond R. Cruz  
City Manager

Attachment(s)

Sonsray Machinery Quote

Sourcewell Contract Information

10950 South Norwalk Blvd. - Santa Fe Springs - CA - 90670 TEL: (562) 903-7377

[www.SonsrayMachinery.com](http://www.SonsrayMachinery.com)

Ship To: CITY OF SANTA FE SPRINGS  
FINANCE DEPARTMENT  
SANTA FE SPRINGS CA 906703679  
Invoice To: CITY OF SANTA FE SPRINGS  
FINANCE DEPARTMENT  
SANTA FE SPRINGS CA 906703679

Santa Fe Springs  
September 11, 2020  
SANTA031

tlucia-0192  
5624097526  
Purchase Order: To Follow

Sales Person: Tony Lucia

Attention: Ed Andrade

## EQUIPMENT QUOTE/SALES ORDER

CASE 570N EP

Serial #: Stock #:

\$91.457.28

New CASE 570NEP Skip Loader Tier 4 Final Cert Diesel Engine \*90 to 120 Days Lead time ARO\*

Sourcewell Contract #032119 Base Price: \$127,024.00 -28% Discount = \$91,457.28

4 Wheel Drive W/ Shaft Guard/ Front Counterweight / 82" 4 in 1 Loader Bucket w/ Bolt on Edges / Ride Control

12x16.5 Front Tires / 19.5x24 Rear Tires / Comfort Steer / Enclosed Cab A/C & Heat/ Deluxe Cab/ Suspension Seat / 3" Belt

PTO Ready/ Battery Switch/ Remote Jump Start / Tool Box / Dual Tilt Rear Aux. w/ Holding Valve on 3 Pt. Hitch / Light Package

MSO PROVIDED FOR REGISTRATION BY CUSTOMER IF APPLICABLE

PAYMENT TERMS: NET 30 DAYS AFTER DELIVERY F.O.B. SANTA FE SPRINGS, CA

Factory Freight	\$2,720.00
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Pre Delivery Inspect & Test	\$1,625.00
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Gannon 84" Heavy Duty Box Scraper	\$4,950.00
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Exterior Mirror Package	\$ 395.00
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Rear SMV Sign	\$ 75.00
---------------	----------

Solid Cushion Traction Tires	\$1,900.00
------------------------------	------------

3 Year / 3,000 Hour Premier Protection Warranty Zero \$ Deductible	\$2,150.00
--	------------

Amber Beacon Light	\$ 415.00
--------------------	-----------

Quoted Price \$105,687.28

Sales Tax 10.50 %	\$10,871.41
-------------------	-------------

Processing Fee	\$ 399.00
----------------	-----------

CA Tire Tax	\$ 7.00
-------------	---------

Cash Due or Finance Amount	\$116,964.69
----------------------------	--------------

**NOTICE TO  
PURCHASER**

**Caution.** Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

**You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.**

**Store Manager signature required for final acceptance of Sales Order.**

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature \_\_\_\_\_ Sales Consultant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_ Accepted By \_\_\_\_\_ Date \_\_\_\_\_

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

SOURCEWELL DIRECTOR OF OPERATIONS AND

PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coauette

7E42B8F817A64CC...

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coauette

(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CNH

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager

Tony Simpson

VENDOR AUTHORIZED SIGNATURE

Tony Simpson

(NAME PRINTED OR TYPED)

Executed on May 10th, 2019

Sourcewell Contract # 032119-CNH





# City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

September 24, 2020

## **NEW BUSINESS**

Resolution No. 9694 – Establishing the City's Maximum Contribution for Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act

### **RECOMMENDATION(S)**

- Adopt Resolution No. 9694, establishing the City's maximum contribution towards medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

### **BACKGROUND**

The various Memoranda of Understanding (MOUs) between the Santa Fe Springs City Employees Association (SFSCEA), the Santa Fe Springs Executive Management Confidential Association (SFSEMCA) and the Santa Fe Springs Firemens' Association (SFSFA) provide for an increase in the maximum amount that the City contributes towards medical insurance for employees and annuitants. As a result of negotiations, new amounts for the medical cap were agreed upon with each bargaining group to be effective January 1, 2020. In addition, the SFSCEA and SFSEMC medical Tier I and II were eliminated and consolidated into one effective upon approval of the agreements by the City Council.

The City contribution to medical premiums for active employees and retirees will be adjusted as follows, effective January 1, 2021:

Santa Fe Springs Executive, Management & Confidential Association and Santa Fe Springs City Employees Association:

From \$1,498.14 to \$1,650 per month


Santa Fe Springs Firemens' Association:

From \$1,456.44 to \$1,750 per month

Government Code Section 22892 requires that a resolution be adopted fixing this maximum amount of medical coverage.

### **FISCAL IMPACT**

The financial impact of this adjustment has already been incorporated and approved in the FY2020-21 Budget as part of the applied benefits and labor costs.



Raymond R. Cruz  
City Manager

Attachment  
Resolution No. 9694



**RESOLUTION NO. 9694**

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL  
FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND  
HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**

- WHEREAS, (1) City of Santa Fe Springs is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Miscellaneous	\$1,650.00	\$1,650.00	\$1,650.00
002 Safety	\$1,750.00	\$1,750.00	\$1,750.00

plus administrative fees and Contingency Reserve Fund assessments; and be it further

- RESOLVED, (b) City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of City of Santa Fe Springs shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Santa Fe Springs would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and

direct, Travis Hickey, Director of Finance and Administrative Services to file with the Board a verified copy of this resolution, and to perform on behalf of City of Santa Fe Springs all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2021.

Adopted at a regular meeting of the City Council at Santa Fe Springs, this 24th day of September, 2020.

Signed: \_\_\_\_\_  
William K. Rounds, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City CLERK



**NEW BUSINESS**

Consideration of an Agreement with Michael Baker International Inc., to Assist the City of Santa Fe Springs with its Local Implementation of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

**RECOMMENDATIONS:**

- Award the Agreement with Michael Baker International, Inc., in the amount of \$30,000, to assist the City with its local implementation of the CARES Act, in a final form reviewed and approved by the City Attorney's office.
- Authorize the City Manager or designee to execute and administer the Agreement.
- Appropriate \$30,000 from General Fund Revenues.

**BACKGROUND**

Coronavirus Aid, Relief, and Economic Security Act

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law to provide emergency appropriations during the Coronavirus pandemic (COVID-19). The CARES Act represented the third package of assistance from the federal government, providing \$2.2 trillion in economic relief to individuals, families, businesses, and non-profit organizations. Funding for governments was also included through the creation of the Coronavirus Relief Fund, which allocated \$150 billion to various State, local and Tribal governments. The Coronavirus Relief Fund (CRF) was distributed to State, local and Tribal governments based on relative population. Local governments with a population of 500,000 or more were eligible to receive a direct allocation from the CRF. Given the population threshold, the City was not eligible to receive a direct allocation.

The State provided a portion of its CARES Act funding to local governments (\$500 million to cities and \$1.3 billion to counties) to combat the COVID-19 pandemic. The State budget provided \$225 million to cities with populations less than 300,000 that did not receive a direct CARES Act allocation from the Federal Government, with the funds distributed according to their relative populations. For cities with populations less than 300,000, the funds were distributed according to their relative populations, with each city guaranteed a minimum of \$50,000. The City of Santa Fe Springs received \$225,891.

**Additional Monies:**

The March 27, 2020 CARES Act, also included \$5 billion in additional Community Development Block Grant (CDBG) funds to prevent, prepare for, and respond to the COVID-19 pandemic. The City received its CDBG-CV allocation of \$78,692. In total, the City received \$304,583 in CARES Act money.

<b><u>Source</u></b>	<b><u>Amount</u></b>
*CARES	\$225,891
CDBG-CV	\$ 78,692
<b>TOTAL</b>	<b>\$304,583</b>

**\*Note:** Payments from the Fund may only be used to cover costs incurred beginning March 1, 2020 and ending December 30, 2020 (the "covered period").

### **Proposed Activities**

Similar to surrounding cities, including, but not limited to Downey, Norwalk, Pico Rivera, and Lakewood, the City intends to use a portion of its CARES monies to implement a Business Assistance Program. Staff is in the process of putting together a program for City Council consideration, and this agreement would be beneficial to have in place as part of that process. Current staff neither has the resources, time and expertise to effectively and efficiently administer such a program. Based on conversations with other cities, Michael Baker International, Inc., was highly recommended. Notwithstanding, staff reached out to two other consulting firms for proposals. The firms were already administering similar programs for other Cities and based on workload, were unable to take on additional contracts. One firm currently has seventeen (17) cities under contract. Michael Baker International, Inc. has the capacity to perform the services for the City.

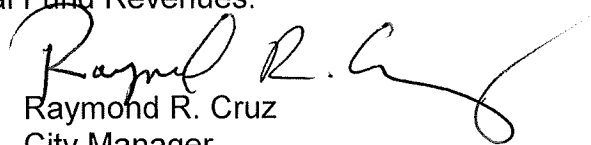
Michael Baker International, Inc., has submitted the attached proposal in the amount of \$30,000. Staff has reached out to three other cities to determine if they are satisfied with the work performed by Michael Baker International, Inc. All contacted cities were very satisfied with the firm and the City of Norwalk sent an email attesting to this fact. Staff is recommending that the City enter into the Agreement with Michael Baker International Inc., to assist the City with its local implementation of the CARES Act Program.

### **LEGAL REVIEW**

The City Attorney's office has reviewed the Agreement.

### **FISCAL IMPACT**

There will be impacts to the City's General Fund in that there will need to be an appropriation of \$30,000 from General Fund Revenues.

  
Raymond R. Cruz  
City Manager

### **Attachments:**

1. Proposal from Michael Baker International, Inc.
2. Professional Services Agreement



September 10, 2020

Ms. Maribel Garcia, Management Analyst  
City Manager's Office  
City of Santa Fe Springs  
34009 Alvarado-Niles Road  
Santa Fe Springs, CA

**Subject: Letter Proposal for CARES Act Implementation**

Dear Ms. Garcia:

Michael Baker International (Michael Baker) is pleased to submit this letter proposal to assist the City of Santa Fe Springs with its local implementation of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Assistance may include drafting deliverables, responding to inquiries, and developing activities that will meet the United States Department of Housing and Urban Development (HUD) and other federal regulations.

Michael Baker is assisting multiple jurisdictions throughout California with their administration of CARES Act funds. This experience makes us well-qualified to assist the City with securing and planning for the utilization of its allocation of CARES Act (CDBG-CV) funds.

Our key personnel are committed to providing a high level of service and look forward to establishing an excellent working relationship with the City.

Micheal Neal will be Michael Baker's contact person for this project, with Shannon Andrews, Tom Lao and Joyce Lee offering technical assistance as needed.

The services to be provided are as follows:

#### **Task 1: CARES Act Implementation**

We understand that the CARES Act funds are an unprecedented, but vital source of funding for the City of Santa Fe Springs to combat the human and economic consequences of the COVID-19 pandemic and Michael Baker will ensure activities and steps taken to utilize these funds are compliant with Los Angeles County Development Authority (LACDA) and federal regulations. Michael Baker will provide thoughtful planning, ensure allowed usage of CDBG-CV funds, and adhere to LACDA and federal requirements.

Michael Baker understands that the City is contemplating the use of CARES Act funding to assist businesses within the community. In providing needed financial assistance to local businesses, Michael Baker envisions performing the following tasks:

- Receive and review applications and supporting documentation to determine adjusted household income and unit (or space) rent amount (payment standard);
- Communicate with applicants during the course of processing applications as necessary;
- Prepare an Application Summary to document tenant's portion of the monthly rent (based on program guidelines), utility allowance and costs for tenant improvements;
- Prepare payment contract between the property owner, business owner and the City (for reimbursement);

- Keep City staff informed of any issues that may arise during application processing;
- Coordinate all reporting to HUD through IDIS;
- Prepare marketing materials and program guidelines for the Business Assistance Program; and
- Prepare files for each business assisted containing all required documentation.

### Budget

Michael Baker staff will provide the requested assistance on a time and materials basis and will bill monthly for labor costs incurred. The budget below is based on a weekly hourly estimate and monthly cost estimate to provide the services described above.

Task	Description	Cost
Task 1	CARES Act Implementation	\$30,000
Total		\$30,000

We appreciate the opportunity to submit this proposal and look forward to assisting the City of Santa Fe Springs with CARES Act implementation. If you have any questions, please contact Damien Delany at (562) 200-7177 or [Ddelany@mbakerintl.com](mailto:Ddelany@mbakerintl.com).

Sincerely,



Albert V. Warot  
Associate Vice President



**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MICHAEL BAKER INTERNATIONAL, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of the 24<sup>th</sup> of September, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on September 24, 2020, and shall remain and continue until completion of the Services, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the services described and set forth in Consultant's Proposal attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full.

**3. PERFORMANCE**

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

**4. CITY MANAGEMENT**

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

**5. PAYMENT**

- A. The City agrees to pay Consultant for Services satisfactorily performed the total amount of Thirty Thousand Dollars (\$30,000).
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ninety (90) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

## **7. DEFAULT OF CONSULTANT**

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

## **8. OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City

or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

## **9. INDEMNIFICATION AND DEFENSE**

- A. Indemnity.

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

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute

between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

#### **10. INSURANCE**

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

#### **11. INDEPENDENT CONSULTANT**

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant and/or independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

## **12. LEGAL RESPONSIBILITIES**

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

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

## **14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

**16. NOTICES**

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

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



To Consultant: Michael Baker International  
3760 Kilroy Airport Way, Suite 270  
Long Beach, CA 90806  
Attention:

**17. ASSIGNMENT**

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

**18. LICENSES**

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

**19. GOVERNING LAW**

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

**20. ENTIRE AGREEMENT**

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

**21. AMENDMENTS**

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

## **22. ATTORNEYS' FEES**

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

## **23. CONSTRUCTION**

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

## **24. WAIVER**

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

## **25. SEVERABILITY**

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

## **26. COUNTERPARTS**

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

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONSULTANT

\_\_\_\_\_  
William K. Rounds, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

CONSULTANT

\_\_\_\_\_  
Janet Martinez, City Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Insurance Requirements

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

## EXHIBIT B

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

**Umbrella or excess liability insurance.** Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and



employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**The City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of Agreement provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by

Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subconsultants, and others engaged in the Services will be submitted to the City review.

**The City's right to revise specifications.** The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.