

AGENDA

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

May 4, 2021 6:00 P.M.

VIA TELECONFERENCE

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, 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:

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

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 comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council meeting will be distributed to the City Council and made a part of the official record of the meeting. You may contact the City Clerk's Office at (562) 868-0511 ext. 7314 with any questions.

Regular Meetings May 4, 2021

1. CALL TO ORDER

2. ROLL CALL

Jay Sarno, Councilmember Juanita Trujillo, Councilmember Joe Angel Zamora, Councilmember Annette Rodriguez, Mayor Pro Tem John M. Mora, Mayor

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

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

HOUSING SUCCESSOR

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 April 6, 2021 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 April 6, 2021 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 April 6, 2021 Regular City Council Meeting (City Clerk) Recommendation:
 - Approve the minutes as submitted.

Regular Meetings May 4, 2021

b. Subcommittee Updates

Recommendation:

Receive and file the meeting report.

UNFINISHED BUSINESS

9. Tree Maintenance Services – Award of Contract (Public Works)

Recommendation:

- Accept the proposals;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for Tree Maintenance Services; and
- Authorize the Mayor to Execute On-Call Tree Maintenance Services agreement with West Coast Arborist, Inc.

NEW BUSINESS

10. Renewal of Five-Year Weed Abatement Services Agreement Services Agreement with the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures (City Clerk)

Recommendation:

- Approve the renewal of a five-year services agreement between the City of Santa Fe Springs and the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures for weed abatement services.
- 11. Approval of Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center (Community Services)

Recommendation:

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by five (5) months for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$523 for the extended period.
- Authorize the Mayor to execute and sign Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and the Whole Child.
- Approval of Amendment No. 1 to Use Agreement for Athletic Fields and Facilities between the City of Santa Fe Springs and Metropolitan Little League for 2021-2023 (Community Services)

Recommendation:

- Approve Amendment No. 1 to the Use Agreement for Athletic Fields and Facilities with the Metropolitan Little League for 2021-2023.
- Authorize the Mayor to execute and sign Amendment No. 1 to Use Agreement between the City of Santa Fe Springs and Metropolitan Little League.

Regular Meetings May 4, 2021

Recommendation for Implementation of County of Los Angeles Department of Public Health, Appendix Z of the Health Officer Order (Protocol for Live Events and Performances [Outdoor Seated] for the Concert and Fireworks Show at the annual Independence Day Event on July 3, 2021 (Community Services)

Recommendation:

 Approve staff's recommendations for the implementation Plan of Compliance for the Concert and Firework Show at the Annual Independence Day event on July 3, 2021

14. I-605 EIR Public Outreach/Community Engagement – Award of Contract (Public Works) Recommendation:

- Award a contract to Southstar Engineering & Consulting, Inc., from Riverside, California, for the I-605 EIR Outreach and Community Engagement in the amount of \$21,859.00;
- Approve the Cost Sharing and Reimbursement Agreement;
- Authorize the Mayor to execute Cost Sharing and Reimbursement Agreement; and
- Authorize the Mayor to execute the Professional Services Agreement with Southstar Engineering & Consulting, Inc.

15. Purchase of Holiday Decorations for City Street Light Poles (Public Works)

Recommendation:

- Issue a Purchase Order to Display Sales of Bloomington, MN in the amount of \$74,755.16;
- Appropriate \$74,755.16 from the General Fund Reserve to a 9000 account;
 and
- Authorize the Director of Purchasing to execute the Purchase Order.
- 16. <u>Custodial Services Amendment Number Five to Approve Daily Disinfectant Fogging at City Facilities (Public Works)</u>

Recommendation:

- Approve Contract Amendment Number Five with EE Building Maintenance to add daily spray disinfectant fogging at City Facilities; and
- Authorize the Mayor to execute Contract Amendment Number Five.
- 17. Authorize the Purchase and Installation of Emergency Equipment to Eight (8) Ford Explorer Police Pursuit Vehicles from Dana Safety Supply (Finance)

Recommendation:

- Authorize the purchase and installation of emergency equipment to eight
 (8) Ford Explorer police pursuit vehicles from Dana Safety Supply;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$104,525 to process this order.
- Amendment Number One to the Professional Services Agreement with the consulting firm MIG to add a sub-consultant for the preparation of an Economic Development Element (Planning)

Regular Meetings

Recommendation:

- Approve Amendment Number One to the Professional Services Agreement with the consultant firm MIG, to add a sub-consultant for the preparation of an Economic Development Element.
- Authorize the Mayor or designee to execute Amendment Number One.
- 19. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 20. PRESENTATIONS
 - a. Proclaiming May 16-22, 2021 as "National Public Works Week" (Public Works)
- 21. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS
- 22. COUNCIL COMMENTS
- 23. ADJOURNMENT

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

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

Janet Martinez, CMC, City Clerk

April 29, 2021
Date Posted

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

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



City Council Meeting

May 4, 2021

CONSENT AGENDA

Minutes of the April 6, 2021 Regular City Council Meeting

RECOMMENDATION(S)

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

• April 6, 2021 Regular Meeting Minutes

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz City Manager

Attachments:

1. April 6, 2021 Regular Meeting Minutes

Report Submitted By: Janet Martinez

City Clerk

Date of Report: April 29, 2021



MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 6, 2021

1. CALL TO ORDER

Mayor Mora called the meeting to order via teleconference at 6:03 p.m.

2. ROLL CALL

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

Members absent: None.

3. INVOCATION

Council Member Zamora led the invocation.

4. PLEDGE OF ALLEGIANCE

The Youth Leadership led the Pledge of Allegiance.

5. PUBLIC COMMENTS

Angel Sotelo, from North Star Land Care spoke during public comment.

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 March 2, 2021 Housing Successor Meeting (City Clerk)

Recommendation:

Approve the minutes as submitted.

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

Ayes:

Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes:

None

Absent: None

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 March 2, 2021 Successor Agency Meeting (City Clerk)

Recommendation:

Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

CITY COUNCIL

8. CONSENT AGENDA

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

- a. Minutes of the March 2, 2021 Regular City Council Meeting (City Clerk)
 - Recommendation:
 - Approve the minutes as submitted.
- b. <u>Florence Avenue Underpass Storm Pump Removal & Replacement Award of Contract (Public Works)</u>

Recommendation:

- Add the Florence Avenue Underpass Storm Pump Removal and Replacement to the Capital Improvement Plan;
- Appropriate \$276,000 from the Utility Users Tax (UUT) Fund to Florence Avenue Underpass Storm Pump Removal and Replacement Project;
- Accept the bids; and
- Award a contract to Cora Constructors, Inc., of Palm Desert, California, in the amount of \$210,700.00.

It was moved by Council Member Zamora, seconded by Council Member Sarno to approve the consent agenda, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

PUBLIC HEARING

9. Resolution No. 9710 - Approval of Use of Community Development Block Grant Funds (CDBG) for the CDBG Revolving Grant Fund (City Manager)

Recommendation:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the FY 2021/2022 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report;
- Adopt Resolution No. 9710; and
- Authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects.

Senior Management Analyst, Maribel Garcia provided a brief presentation on Item No. 9.

Mayor Mora opened the public hearing at 6:13 p.m.

There were no speakers for Item No. 9.

Mayor Mora closed the public hearing at 6:13 p.m.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Trujillo to approve the Fiscal Year 2021/2022 CDBG unallocated funds to the CDBG Revolving Grant Fund as described in the body of this report; adopt Resolution No. 9710; and authorize the City Manager to execute the Agreement to transfer CDBG Funds to the CDBG Revolving Grant Fund for later use in Santa Fe Springs CDBG eligible projects, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

NEW BUSINESS

10. Approval of Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center (Community Services)

Recommendation:

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one year for use of the modular building located at the Gus Velasco Neighborhood Center.
- Authorize the Mayor to execute and sign Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

Family & Human Services Manager, Ed Ramirez provided a brief presentation for item no. 10.

Councilmember Zamora spoke about The Whole Child paying an amount of \$275 per month to use the City-owned bungalow at the Gus Velasco Neighborhood Center. He stated that since there is a possibility that they could remain at the facility for another unanticipated year, the rent should be increased to either \$500 or \$1000. Councilmember Sarno agreed with Councilmember Zamora, adding that he believes it's a matter of The Whole Child paying their fair share for the additional year, since there is no guarantee that they will leave if their separate building project is not completed on time.

Councilmember Trujillo agreed that the amount they are paying to rent the facility was too low, and asked Edmund Ramirez if they could reevaluate the pricing after taking into consideration the water, electricity, and staffing.

Edmund Ramirez stated that The Whole Child pays for water and electricity and that in the 2019 initial agreement, the rent was \$523 which included a one-time installation fee of the

meters to read the water and electricity usage. Once that was completed, only the monthly landscaping fee of \$250 remained and is being increased based on talks with Public Works.

Councilmember Sarno reiterated that if The Whole Child was leaving in October it would not be an issue. But because they might potentially stay until April 2022 and are servicing less than 5% of City residents, the rent should be increased to about market rate.

Edmund Ramirez stated that there is a provision in the contact for termination within 90 days.

Mayor Pro Tem Rodriguez agreed with Council that the rental price should be increased.

Councilmember Zamora emphasized the need to increase the rent sooner as The Whole Child will not be vacating the building in October and should be paying their fair share.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to table Item No. 10 and directed Edmund Ramirez to inquire with The Whole Child on what they would be able to pay for rent, and to report back to the City Manager, or to bring it back to the next council meeting, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

11. Approval of Amendments to Agreements between City of Santa Fe Springs and Options for Learning and Little Lake City School District (LLCSD) (Community Services)

Recommendation:

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Los Nietos Childcare Center.
- Approve Amendment Number One to Premises Use Agreement between City of Santa Fe Springs and Options for Learning at Lakeview Elementary School.
- Approve Amendment Number One to Agreement between the City of Santa Fe Springs and Little Lake City School District (LLCSD).
- Authorize the Mayor to execute and sign amendments with Options for Learning and Little Lake City School District (LLCSD).

Family & Human Services Manager, Ed Ramirez provided a brief presentation for item no. 11.

Councilmember Sarno thanked Edmund Ramirez for his work on this item. He also inquired if Options for Learning could provide special rates for City employees if the schools have not opened to full capacity by the time the City returns to full staffing.

Councilmember Zamora stated that they had already inquired about said rates, and would be working with the Finance Department to see who could potentially qualify.

Mayor Pro Tem Rodriguez thanked Edmund Ramirez and his staff for working with Options for Learning, and thanked Councilmember Zamora for his work on the committee. She spoke

about having the opportunity to speak to the teachers who provide the online curriculum to students and reported positive interactions.

Edmund Ramirez thanked Council for their guidance, and Councilmember Zamora thanked Councilmember Sarno for bringing attention to this item back when he was Mayor during his initial term on Council.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and Options for Learning at the Los Nietos Childcare Center.1; approve Amendment Number One to Premises Use Agreement between City of Santa Fe Springs and Options for Learning at Lakeview Elementary School; Amendment Number One to Agreement between the City of Santa Fe Springs and Little Lake City School District (LLCSD); authorize the Mayor to execute and sign amendments with Options for Learning and Little Lake City School District (LLCSD).by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

12. Resolution No. 9709 – Request for Parking Restrictions during Certain Hours on Altamar Place West of Dice Road (Public Works)

Recommendation:

 Approve Resolution No. 9709 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. be implemented on both sides of Altamar Place from Dice Road to the westerly terminus along with a towaway provision for violators.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 12.

It was moved by Council Member Sarno, seconded by Mayor Pro Tem Rodriguez, to approve Resolution No. 9709 to implement a parking restriction between the hours of 9:00 p.m. and 6:00 a.m. be implemented on both sides of Altamar Place from Dice Road to the westerly terminus along with a tow-away provision for violators, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

13. On-Call Professional Engineering Services – Award of Contract (Public Works)

Recommendation:

- Accept the proposals; and
- Award a contract to each of the twenty-one engineering consulting firms listed below for the On-Call Professional Engineering Services for various capital improvement projects.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13.

Council Member Trujillo inquired whether hiring consultants would assist the department in moving forward quicker with projects or would the consultants be working on additional projects.

Mr. Negrete stated that the City currently has on-call engineering firms. The only difference would be additional consultants to choose from to have the ability to have more work done.

City Manager, Raymond R. Cruz add that there are projects pending that are ready to be funded by grants approved by the Governor which are currently pending assistance from consultants to begin on the projects.

Council Member Zamora inquired how many projects average a year.

Mr. Negrete stated there are 10-12 projects a year.

Council Member Zamora requested a list of projects that the consultants have worked on the past 3-5 years. He also expressed his concerns for the number of consultants being proposed.

Mr. Negrete stated that there is an upcoming Study Session related to CIP projects that will provide additional details on the projects.

Mr. Cruz noted that the list can be provided to Council as requested.

Council Member Sarno inquired whether the City pays consultants as we use them.

Mr. Negrete confirmed; the department will reach out to consultants as needed and that is when payments are done.

Mr. Cruz provided additional information on why the City is in need for having multiple consultants on call.

Council Member Sarno expressed the importance to move forward with projects once the consultant agreements are approved.

It was moved by Council Member Sarno, seconded by Council Member Trujillo, to accept the proposals; and award a contract to each of the twenty-one engineering consulting firms for the On-Call Professional Engineering Services for various capital improvement projects, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

14. <u>Acceptance of State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Mobile Data Computers (MDCs) for the Department of Fire-Rescue (Fire)</u>

Recommendation:

 Accept 2018 State Homeland Security Grant Program (SHSGP) funds in the amount of \$30,045.28 and authorize the purchase of seven (7) GETAC Mobile Data Computers (MDCs) and associated equipment from DuraTech USA, Inc.

Fire Chief, Brent Hayward provided a brief presentation on Item No. 14.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to accept 2018 State Homeland Security Grant Program (SHSGP) funds in the amount of \$30,045.28 and authorize the purchase of seven (7) GETAC Mobile Data Computers (MDCs) and associated equipment from DuraTech USA, Inc, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

15. Tree Maintenance Services – Award of Contract (Public Works)

Recommendation:

- Accept the proposals;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for Tree Maintenance Services.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 15.

Director of Public Works, Noe Negrete stated that Public Works failed to attach the full attachments to the agenda item, and forwarded the attachments along with RFP information to Council this morning.

Councilmember Sarno asked about the pricing for tree maintenance provided by each bidder.

Director Negrete spoke about the different pricing submitted by each bidder, elaborating on the nineteen items on each pricing sheet.

Councilmember Sarno asked why the pricing was not included to Council.

Director Negrete stated that they typically only attach the bid schedule for the winner, and provided the additional attachments this morning.

Mayor Pro Tem Rodriguez asked why the other 2 bidders' proposals were not included, as it would provide Council with a better picture of why to go along with staff's recommendations.

Director Negrete replied that it is because there is no fixed monthly billing amount.

Councilmember Zamora inquired about the differences in the allotted budget amount for tree maintenance services, and asked about seeing the numbers for the RFP process.

Director Negrete explained that the costs are usually included when there is a fixed scope of work and a fixed cost, and the tree maintenance contract costs depend on that the City's needs are at the time on-call services are rendered. He added that the trees are trimmed once every three years on average, but not every tree gets trimmed on that one year period.

Councilmember Sarno requested to see all three of the proposals, and asked if it would be possible to have all three contractors on-call and choose them based on what they charge and which trees need maintenance.

City Attorney, Ivy M. Tsai recommended against that, as it would be difficult to manage three contracts as there would be issues with respect to responsibility. She further clarified that this is not a Public Works project where the lowest responsible bidder and bottom line needs to be considered, and should instead be determined by different standards based on various factors including vendor qualifications. She added that there are different factors involved in making a determination, and the itemization is contained within the contractors proposal should Council need to reference it. If Council is looking for additional information, they may direct staff to provide it. She noted that the current contract expires within a week and additional direction will be required to avoid a lapse in maintenance, should Council choose not to make a decision tonight.

Director Negrete stated the evaluation criteria included items such as staffing experience, equipment, and reference checks. The other two bidders received negative marks on responsiveness and customer service due to having less staff available to respond.

City Manager Raymond R. Cruz emphasized the points made by the City Attorney.

Councilmember Zamora requested information on the meeting in which Council authorized to go out for RFP for this item and expressed his desire at wanting to compare pricing for all three proposals.

Councilmembers Trujillo and Sarno expressed interest in also wanting to compare prices.

Director Negrete requested clarification on how long to go without services.

Councilmember Sarno made a motion, seconded by Councilmember Trujillo, to table the item to the next council meeting, and authorize the City Manager to extend the current contract by 30 days.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

COUNCILMEMBER REQUESTED ITEM

16. Santa Fe High Graduating Banner Support (City Manager)

Recommendation:

 Provide direction on the establishment of a Santa Fe High Graduation Banner Support.

City Manager, Ray Cruz provided a brief presentation on Item No. 16.

Mayor Pro Tem Rodriguez expressed her support for the banners and stated that due to the pandemic

Council Member Trujillo expressed her concerns for the number of items listed on the report to be approved and why other schools were not listed.

Mayor Pro Tem Rodriguez stated that due to the pandemic the school did not have resources and opportunities they should have last year, which is why they are listing the number of items to be approved.

Council Member Trujillo inquired whether the school had more than one bid.

Mayor Pro Tem Rodriguez stated that the City had two bids; the other bid was for \$25,000 and this one was lower.

Discussion ensued amongst Council.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to approve the cost of banners for \$15,503.77, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None Absent: None

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the recent Leadership/Team Building session.
- Senior Management Analyst, Maribel Garcia provided a brief update on the restaurant grant program. She noted that on March 18, 2021 all grant checks were hand delivered. She expressed how all restaurant owners were grateful to receive the assistance.
- Director of Planning, Wayne Morrell introduced Senior Planner, Cuong Nguyen to provide the presentation on behalf of the Planning Department.
- Senior Planner, Cuong Nguyen spoke about the 3rd General Plan Community Workshop that took place virtually on March 31, 2021.
- Council Member Zamora requested for staff to provide information to residents on the cost of cleaning properties that have wells to make the community aware that it is not easy to place any type of developments in the City.
- Council Member Sarno spoke about the land on Bloomfield and how there was a similar situation on the cost to clean the wells. He also expressed the support to educate the community on the process and cost of land that has wells.
- Planning Director, Wayne Morrell stated that the purpose of these community
 meetings is to obtain the view of the community. However, he will make a note for
 future meetings to include information for the community on what the cost is on these
 type of developments.

- Director of Police Services, Dino Torres spoke about the process of obtaining a permit
 to have yard sales in the City. He also provided an update on schools having students
 coming back to school in person. Last, he stated that his public safety staff was out
 the past weekend visiting the parks monitoring the reopening of the parks based on
 the health order.
- Council Member Zamora requested to have additional patrol by the schools Monday through Friday.
- Director of Police Services, Dino Torres noted that his staff will have that part of their routine to go by schools to ensure everyone's safety.
- Fire Chief, Brent Hayward provided a brief update on Los Angeles County's percentage of COVID-19 cases. He expressed the percentage has gone down significantly to 1.40%. He also spoke about the COVID-19 vaccines that will be arriving this week and whom is currently eligible in receiving the vaccines. He also added that Chasen Holland and Tim Taylor have just passed probation and earned their badges. Last, he congratulated Kevin Yang, who was just hired as the Deputy City Marshall.
- Director of Finance and Administrative Services, Travis Hickey spoke about the Fiscal Health for California Cities. He noted that there are around 450 cities that are part of this program and around 118 are at moderate risk.
- Director of Community Services, Maricela Balderas spoke about Spring Camp, she
 noted there were 23 registered participants and stated great feedback from parents.
 She also spoke about the parks and recreation division whom celebrated Easter
 Activities over the weekend, she stated there were 251 Easter baskets that were
 distributed.

18. PRESENTATIONS

- a. Proclaiming April 30, 2021 as "National Arbor Day" (Public Works)
- b. <u>Proclaiming the Month of April 2021 as "DMV/Donate Life Month" (City Manager)</u>

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Mayor Pro Tem Rodriguez appointed Angelique Duque to the Youth Leadership Committee.

20. COUNCIL COMMENTS

Councilmember Sarno spoke about attending the General Plan Community Workshop on March 31, 2021 he stated it was very informative; he thanked Planning Director Wayne Morrell, Senior Planner, Cuong Nguyen and the Consultants that attended. He also thanked Community Services Director Maricela Balderas and staff for putting together the Easter event over the weekend, especially when children have not been able to attend events for a while. He thanked everyone for their help in moving forward.

Councilmember Trujillo spoke about the City slowly going back to normal. She also acknowledged the Easter event that occurred over the weekend and acknowledged staff

for their hard work. She also congratulated on the most recent promotions.

Councilmember Zamora echoed comments given by his colleagues and acknowledged the gift baskets that were distributed to the community members. He also acknowledged Community Services Director Maricela Balderas for organizing the event and having a great turnout. Last, he acknowledged staff for their hard work and noted that questions are asked to inform the community of the information being brought forward for approval.

Mayor Pro Tem Rodriguez spoke about attending the General Plan Community Workshop, she noted she arrived a little late due to having to attend another meeting at the same time. She expressed how information the meeting was and thanked staff for answering everyone's questions. She also thanked Senior Management Analyst Maribel Garcia for working with the restaurant grant program. She congratulated the recent Fire Staff for their new promotions. Last she thanked staff for distributing the Easter baskets and acknowledged the great turn out of the event.

Mayor Mora also agreed with the rest of the Council's comments. He expressed how he used to own a restaurant and acknowledges the struggles that restaurants go through. She congratulated all newly promoted Fire Staff. Last, he spoke about the Easter event and thanked staff.

CLOSED SESSION

21. 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

22. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Name of case: City of Signal Hill v. Central Basin Municipal Water District, Los Angeles Superior Court, Case No. 19STCP03882.

CLOSED SESSION

23. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

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

CLOSED SESSION

24. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

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

Employees' As	ganization: Santa Fe Springs Executive, Management and Confidentia sociation				
Mayor Mora recessed the meeting at 8:31 p.m.					
	Mayor Mora reconvened the meeting at 9:25 p.m.				
City Attorney, I	SION REPORT vy M. Tsai provided a report on Closed Session Items: Direction was give reportable action was taken.				
ADJOURNME Mayor Mora ac	NT Ijourned the meeting at 9:25 p.m.				
	John M. Mora Mayor				
ATTEST:					
Janet Martinez City Clerk	Date				

City Council Meeting

May 4, 2021

CONSENT AGENDA

Subcommittee Updates

RECOMMENDATION

Receive and file the meeting report

BACKGROUND

Economic Development Sub-Committee

On April 20, 2021, a meeting was held with Councilmember Joe Angel Zamora and Jay Sarno (Council Economic Development Subcommittee), City Manager Ray Cruz, City Attorney Ivy Tsai, Economic Development Consultant Jack Wong, Director of Planning Wayne Morrell, and Senior Planner Cuong Nguyen.

The following items were discussed during the meeting:

- In reviewing the budget for the Comprehensive General Plan and Targeted Zoning Code Update, staff discovered a potential surplus.
- 2. Jack Wong provided a brief presentation to the Council Economic Development Subcommittee to provide an overview on the purpose and overall benefits of having an Economic Development Element.
- 3. The Council Subcommittee was supportive of using the potential surplus towards the preparation of an Economic Development Element.
- 4. The Council Subcommittee expressed the desire to keep the entire City Council more apprised of the ongoing progress for the General Plan and suggested that periodic Study Sessions be held to provide the Council with updates.

FISCAL IMPACT

None.

Raymond R. Cruz City Manager

gel E

Report Submitted By: Wayne Morrell/Cuong Nguyen

Planning Department

Date of Report: April 29, 2021

City Council Meeting

May 4, 2021

UNFINISHED BUSINESS

Tree Maintenance Services - Award of Contract

RECOMMENDATION

- Accept the proposals;
- Award a contract to West Coast Arborists, Inc. from Anaheim, California for Tree Maintenance Services; and
- Authorize the Mayor to Execute On-Call Tree Maintenance Services agreement with West Coast Arborist, Inc.

BACKGROUND

The City Council awarded a two-year On-Call Tree Maintenance Services contract to West Coast Arborist (WCA) effective April 13, 2017. The contract contained a stipulation allowing the City Council to renew the contract for an additional two years at the end of the term, based on performance and approval by the City Council. On March 28, 2019, the City Council amended the contract for an additional two-year extension. The current contract will expire on April 13, 2021, without the option to further extend the contract. At the April 6, 2021 Council Meeting, Council extended the current contract for one month to May 13, 2021 and requested further information from staff.

On December 10, 2020, the City Council authorized the advertisement for Request for Proposals (RFP) for Tree Maintenance Services, to allow the City to award a contract to a contractor that best meets the City's Tree Maintenance requirements based on their qualifications and experience in performing similar work. City staff received a total of five proposals on January 21, 2021, from the following tree maintenance contractors:

- 1. International Environmental Corp
- 2. Mariposa Tree Management, Inc.
- North Star Land Care
- 4. Tiger Tree Services, Inc.
- West Coast Arborists. Inc.

Staff conducted follow-up interviews with the three top-rated firms. The interviews included the following criterion: Contractors capabilities of providing required tree maintenance services, proper equipment, and personnel to provide those services, and a history of providing the services to other municipalities. A summary of the three top-rated firms is shown below.

 West Coast Arborists has been in business for close to 50 years, with approximately 330 municipal contracts, over 1,000 field staff, over 100 vehicles available for maintenance of trees, and over 85 Certified Arborists on staff. Currently, WCA is the Cities Tree Maintenance Contractor.

Report Submitted By: Noe Negrete

Director of Public Works

Date of Report: April 29, 2021

- Mariposa Tree Management has been in business for nearly 2 years with 10 municipal contracts, 50 field staff, has vehicles available to perform necessary works, and has 4 available Certified Arborists on staff.
- North Star has been in business since 2018 with 9 municipal contracts, 16 field staff, has access to proper vehicles in inventory to provide necessary services, and has 3 available Certified Arborists on staff.

A three-member evaluation team reviewed each proposal based on project-specific criteria, such as the experience and capability of the firm, ability to perform work with appropriate staff and equipment, quality of work performed, and total fee proposed / bid schedule of rates. The City is not required to award to the lowest bidder for On-Call Tree Maintenance Services; since this is not a Public Works Contract as defined by the Public Contract Code.

The evaluation team consisted of Joe Barrios (Transportation Supervisor), Kevin Periman (Municipal Services Manager), and Eric Borunda (Streets and Grounds Supervisor). Upon evaluating the proposals, staff determined that West Coast Arborists is the contractor best qualified and equipped to provide tree maintenance services. Attached is a summary of the evaluation teams' rankings of the proposals. The proposals submitted to the City and the evaluation score sheets are on file with the Public Works Department.

Based on the evaluation criteria, the proposals were ranked as follows:

<u>Rank</u>	<u>Contractor</u>	Base Fee	<u>Score</u>
1	West Coast Arborists, Inc.	\$ 172,000	94.0
2	Mariposa Tree Management	\$ 170,000	87.0
3	North Star Land Care	\$ 152,000	80.6
4	Tiger Tree Service	\$ 187,500	55.3
5	International Environmental	\$ 1,250,000	28.7

After the April 6, 2021, Council meeting, West Coast Arborists has submitted its Best and Final offer of \$150,000. Per their attached correspondence, the offer is made as WCA is cognizant that the COVID-19 pandemic has negatively impacted cities' revenues. Plus they acknowledge that they were being recommended as the number one ranked contractor by staff.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

Proposed funding for the Tree Maintenance Services is included in the Department of Public Works budget.

Report Submitted By: Noe Negrete Date of Report: April 29, 2021

Director of Public Works

Date of Report: April 29, 2021

INFRASTRUCTURE IMPACT

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

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Evaluation Summary

Attachment No. 2: Agreement

Attachment No. 3: Bid Proposals: Mariposa Tree Management and North Star Land

Care.

Attachment No. 4: Best and Final Offer from WCA

Tree Maintenance RFP Summary Evaluation Sheet

	International Environment Co.			Mariposa			North Star		
Criteria	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer
Criteria	#1	#2	#3	#1	#2	#3	#1	#2	#3
Expereince and Capability of the Firm	10	10	10	25	25	25	20	23	25
Perform work with staff and equipment	5	5	5	10	10	10	7	5	6
Quality of work performed through references	4	5	4	8	6	8	7	7	7
Annual Total Fee Proposal	10	10	8	45	45	45	45	45	45
Subtotal Scores:	29	30	27	88	86	88	79	80	83
Average Scores:	s: 28.7			87.0			80.6		

	Tiger Tree Services			West Coast Arborists			
Criteria	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	Reviewer	
Criteria	#1	#2	#3	#1	#2	#3	
Expereince and Capability of the Firm	15	12	15	29	30	30	
Perform work with staff and equipment	5	4	5	10	10	10	
Quality of work performed through references	8	7	10	10	10	10	
Annual Total Fee Proposal	25	30	30	43	45	45	
Subtotal Scores:	53	53	60	92	95	95	
Average Scores:		55.3			94.0		

CITY OF SANTA FE SPRINGS TREE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORIST, INC.

This Landscape Maintenance Services Agreement ("Agreement") is made and effective as of the 14th of May, 2021 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and West Coast Arborist, a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on May 14, 2021, and shall remain and continue in effect for a period of four years, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services described and set forth in the City's Request for Proposals attached hereto as Exhibit A and Contractor's Proposal attached hereto as Exhibit B ("Services"), both incorporated herein as though set forth in full.

3. <u>PERFORMANCE</u>

Contractor shall at all times faithfully, competently and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor 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 Contractor for Services satisfactorily performed, in accordance with the fees set forth in Exhibit B.
- B. Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the

Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

C. Contractor 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 Contractor's Services or fees, it shall give written notice to Contractor 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 Contractor at least ninety (90) days' prior written notice. Upon receipt of said notice, Contractor 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 Contractor 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, Contractor will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONTRACTOR

If the City determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Contractor a written notice of the default. Contractor shall have seven (7) days after service of said notice to cure the default. In the event that Contractor 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 Contractor any costs incurred by the City as a result of Contractor's default.

8. OWNERSHIP OF DOCUMENTS

A. Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor'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. Contractor 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 Contractor in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

To the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees, or subcontractors (or any agency or individual that Contractor 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 Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor'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. Contractor'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 Contractor 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, Contractor 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. Contractor 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

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

11. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor 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.
- No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Insurance Compensation. Unemployment Disability Security. State Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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 contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor 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 Contractor under this Agreement as a result

- of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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

Contractor 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. Contractor 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 Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without the City's prior written authorization, unless the information is clearly public. Contractor, its officers, employees, agents, or subcontractors, 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 Contractor gives the City notice of such court order or subpoena.
- B. Contractor shall promptly notify the City should Contractor, its officers, employees, agents, and/or subcontractors 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 Contractor is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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: Director of Public Works

To Contractor:

Patrick Mahoney

West Coast Arborist, Inc. 2200 East Via Burton Anaheim, CA 92806

17. ASSIGNMENT

Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide the City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and 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 subcontractor 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, Contractor 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 Contractor 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 Contractor 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	CONTRACTOR
John M. Mora, M	ayor	Patrick Mahoney, President
Date:		Date:
ATTEST:		CONTRACTOR
Janet Martinez, C	City Clerk	Name: Title: Date:
APPROVED AS	TO FORM:	
Ivy M. Tsai, City	Attorney	
Attachments: Exhibit A Request for Proposals Exhibit B Contractor's Proposal Exhibit C Insurance Requirements		

EXHIBIT A REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS TREE MAINTENANCE SERVICES



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

Kevin Periman, Municipal Services Manager City of Santa Fe Springs 11710 Telegraph Road Santa Fe Springs, CA 90670 Phone (562) 868-0511, Extension 3604

January 21, 2021

REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

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

The City of Santa Fe Springs invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, <u>until 3:00 p.m.</u> on Thursday, January 21, 2021.

Interested proposers must submit six (6) copies of their proposal labeled "PROPOSAL FOR TREE MAINTENANCE SERVICES" to:

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

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this project.

The City reserves the right to: reject any or all proposals, to waive any irregularity in any Proposal received, and to be the sole judge of the merits of the respective proposals it receives, and to take all Proposals under advisement for 45 days. The award, if made, will be made to the Contractor whose Proposal best meets the technical requirements of the RFP as determined by the City. The Proposal submitted by the selected Contractor shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to Kevin Periman at (562) 868-0511, extension 3604.

INSTRUCTIONS TO PROPOSERS

1. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	12/16/2020
Deadline to Submit Questions	01/14/2021 by 5:00 pm
Deadline to Receive Proposals	01/21/2021 by 3:00 pm
Contract Award	02/27/2021
Notice to Proceed	04/15/2021

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

2. PRE-SUBMITTAL MEETING

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

3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Thursday, January 21, 2021. Contractors must submit six (6) copies of their Proposal labeled "PROPOSAL FOR TREE MAINTENACE SERVICES" to:

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

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Contractor unopened.

4. DISSEMINATION OF RFP INFORMATION

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this Request for Proposals ("RFP"), or other material related to this solicitation. By submitting a proposal, Contractors are deemed to have constructive knowledge and notice of all information pertaining to this RFP.

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Contractors will be required to document that they are aware of all addenda issued by the City in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. Kevin Periman, Municipal Services Manager who can be reached at (562) 868-0511, ext. 3604 or by email at kevinperiman@santafesprings.org.

B. Clarifications of the RFP

Contractors are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Contractor require clarifications to this RFP, the Contractor shall notify the City in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the City by 5:00 p.m. on Thursday, January 14, 2021. The City is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City is not liable for any late arrivals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 5:00 p.m. on Thursday, January 14, 2021 will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on Monday, January 18, 2021.

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Contractor who elects to submit a proposal in response to this RFP or by any Contractor that is selected. Pre-contractual expenses are defined as expenses incurred by Contractors and the selected Contractor, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the City on any matter related to this RFP;
- · Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Contractor prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Contractor.

8. CONFLICT OF INTEREST

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

- Neither Contractor, nor any of its affiliates, proposed subcontractors, and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Contractor, nor any of its affiliates, proposed subcontractors and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all Contractors, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither Contractor, nor any of its affiliates, proposed subcontractors or associated staff, have any financial interest in any property that will be affected by any of the referenced projects.
- Neither Contractor, nor any of its affiliates, proposed subcontractors, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with the referenced projects.

9. KEY PERSONNEL

It is imperative that personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful performance of the Scope of Services. The Contractor must identify all proposed personnel in its Proposal. The Team must be well qualified and have sufficient experience in the areas described in the Scope of Services.

10. BASIS FOR AWARD OF CONTRACT

The City intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with Scope of Services. To that end, the contract is to be awarded to the Contractor whose proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the proposal submitted by Contractor shall be incorporated as part of the final contract accordingly.

11. TERM OF AGREEMENT

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

The City will compensate the Contractor for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule in the proposal. The Contractor will provide an invoice clearly documenting the services performed consistent with an approved Monthly Service Schedule.

12. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed thirty (30) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Contractors are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Contractor, including name, address and telephone number.
- Name, title, address, and telephone number of contact person.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Acknowledgement that Contractor is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for forty five (45) calendar days from the submittal deadline.
- Signature of a person authorized to bind Contractor to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Contractor to satisfactorily perform the required work. More specifically, in this section, the Contractor shall:

- Provide a profile of the Contractor including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Contractor's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Contractor's ability to provide Tree Maintenance Services.)
- Provide information on the strength and stability of the Contractor's current staffing capability and availability; current work load; and proven record of meeting schedules on similar tree maintenance contracts.

C. Proposed Staffing

The identity of personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

D. Subcontractors

The City desires to enter into a contract with one Contractor that will be responsible for all work, and services. There is to be no assignment of any aspect of this work without the prior written authorization from the City.

E. Bid Schedule

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

F. Client References

List the five (5) most recent similar clients (including name, address, contact person, and phone number). The City is most interested in government and California clients and may randomly select agencies to contact from the reference list as part of the evaluation process.

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

13. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. The proposed Annual Total Fee will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily the lowest Annual Total Fee Amount.

B. EVALUATION CRITERIA

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

C. EVALUATION AND RANKING

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

D. INTERVIEW (If Necessary)

The Contractor should have available the project manager and key project personnel to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying the Proposal.
- A description of previously related experience.

E. FINAL SELECTION

The final selection will be the Contractor which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received.

14. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Contractor's submittal is contingent and which shall take precedence over this RFP.

15. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Contractor will be required to submit to the City the required insurance certificates for the Contractor and its employees.

The successful Contractor shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of this contract.

The Contractor selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Contractor:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence, \$10,000,000 General Aggregate, for Bodily Injury, Personal Injury and Property Injury.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

16. RIGHTS OF THE CITY

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Services; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals.

- The right to conduct a back ground check of any Contractor. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the Contractor.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.
- The right to disqualify any potential Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential Contractor and to negotiate with other potential Contractors who are deemed qualified.
- Although cost is an important factor in deciding which Contractor will be selected, it is only one of the criteria used to evaluate Contractors. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Contractor and the City makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between the City and Contractor, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Contractor shall secure a City of Santa Fe Springs business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

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

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Contractor acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Contractor believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

Submitted	By:	
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PROPOSAL

FOR

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

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

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

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

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

2021

Dated this day of	<u>, 2021</u> .
BIDDERS INFORMATION:	
Signature	Name (Please Print or Type)
Title	
Firm Name	
Firm Address	
()	
Firm Business Phone No.	
E-mail Address	·

Submitted By:	
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BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

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

Submitted	By:	***************************************
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ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM			
NO.	DESCRIPTION	UNIT	PRICE
1. E	Emergency Call-out (3-man crew w/equipment)	HOUR	\$
2. I	Labor Rate	HOUR	\$
3. 0	Crew Rental (3-man crew w/equipment)	HOUR	\$
4. 8	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	\$
5. T	Tree Injection	PER INJECTION	\$
6. <i>A</i>	Arborist Services / Tree Inspection	HOUR	\$

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

Submitted 1	By:	
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REFERENCES

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

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

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

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

SCOPE OF SERVICES

TREE MAINTENACE SERVICES

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

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

GPS TREE INVENTORY

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

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

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

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

TREE TRIMMING/GRID PRUNING SERVICES

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

SPECIAL SERVICE REQUEST PRUNING

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

TREE REMOVAL/STUMP REMOVAL

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

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

EMERGENCY SERVICES

The City may call upon the Contractor to respond to an emergency situation that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency situation. Contractor shall be required to respond to the emergency within one (1) hour of notification by the City

ARBORIST SERVICES

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

PRUNING PALM TREES/ PINE TREES

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

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

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

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

EMERGENCY INFORMATION

The name, address and telephone numbers of the Contractor shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road) and the Fire Department (11300 Greenstone Avenue).

STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel.

PROJECT COORDINATION AND SUPERVISION

City shall designate the Director of Public Works or his designee as the City's Contract Administrator, and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of all Tree Maintenance Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the services areas as required.

WORKFORCE

Contractor shall pay all workmen engaged in the work, prevailing rates of wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to wear proper work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies and jurisdiction.

The Contractor's vehicles shall be clearly identifiable by company name, logo, and local telephone number printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, City and companies. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

CLEANING AND ENVIRONMENTAL CONTROLS

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Superintendent shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged as a result of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

TRAFFIC CONTROL - PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

- 1. Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
- 2. Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.
- 3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.
- 4. Contractor's employees working within the right-of-way shall wear reflective vests at all times.
- 5. <u>Lane Closures.</u> In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc.
- 6. <u>Parking Restrictions.</u> When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy two (72) hours in advance of the start

of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors.

WORKING HOURS

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night, Saturday, Sunday or during City holidays as follows:

New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency situation that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency situation. Contractor shall be required to respond to the emergency within one (1) hour of notification by the City

DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

- 1. Work identified in the Work Order is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
- 2. Claims filed or reasonable evidence indicating probably filing of claims for damages caused by the Contractor to private or public property.
- 3. Expenses incurred by the City to perform work required as identified in the Work Order that the Contractor performed in a defective or incomplete manner

PESTS AND DISEASES

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

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

PESTICIDE TREATMENT OF TREES

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

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

MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

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

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

EXHIBIT B CONTRACTOR'S PROPOSAL



CITY OF SANTA FE SPRINGS RFP FOR TREE MAINTENANCE SERVICES





Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA Certified

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section A – Letter of Offer





Tree Care Professionals Serving Communities Who Care About Trees

January 20, 2021

City of Santa Fe Springs

Attn: Noe Negrete, Director of Public Works

11710 Telegraph Road

Santa Fe Springs, CA 90670

RE: RFP: Tree Maintenance Services

Due: Friday, January 21, 2021 at 03:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenace services for the City of Santa Fe Springs. WCA is a family-owned and operated company employing nearly 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a minimum of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 48-year track record of working for more than 300 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31(Traffic Control). We currently employ over 80 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Gonzalo Regalado, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (626) 255-7618 or gregalado@wcainc.com.

Sincerely,

Patrick Mahoney President

PROPOSAL

FOR

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

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

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

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

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

Dated this 19th day of January	<u>, 2021</u> .
BIDDERS INFORMATION:	Patrick Mahoney
Signature	Name (Please Print or Type)
President	
Title	
West Coast Arborists, Inc.	
Firm Name	
2200 East Via Burton, Anaheim, CA 92806 Firm Address	
(714) 991-1900	
Firm Business Phone No.	
vgonzalez@wcainc.com	
E-mail Address	

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section B – Qualifications of the Firm







WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 300 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney Organization Type: Corporation Established: 1972 Federal Tax ID: 95-3250682 DIR Registration: 1000000956 Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St. Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA Indio, CA Phoenix, AZ Riverside, CA Sacramento, CA San Diego, CA San Jose, CA San Francisco, CA Stockton, CA Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President Corporate Office Phone (714) 991-1900 Fax (714) 956-3745 Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Gonzalo Regalado, Area Manager Corporate Office Phone (714) 991-1900 Fax (714) 956-3745 Email: gregalado@wcainc.com

EMERGENCY RESPONSE 24/7

DUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



80+ ISA Certified Arborists



Accredited by TCIA



45+ Years Experience (Similar Size & Scope)



Local Office & Nursery (Anaheim & Placentia)



1,000+ Qualified Employees



1500+ Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Dur customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by CBIC, an A+ rated company
- 1,000+ employees
- 300+ contracts with public agencies
- 85+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees removed annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees inventoried annually over past 3 years.
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$120 million annually
- Fleet of approximately 1,500 pieces of equipment



Contractor Information

Legal Entity Name Corporation Active 1000000956

07/01/19

06/30/22 2200 E VIA BURTON ANAHEIM 92806 CA United States of America 2200 E VIA BURTON ANAHEIM 92806 CA United States of America

zzoo E. VIA BURTON A vgonzalez@wcainc.com License Number (s) CSLB-366764 WEST COAST ARBORISTS, INC.











Active Memberships:

Tree Care Industry Association (TCIA)

International Society of Arboriculture (ISA)

League of California Cities (LCC)

California Parks & Recreation Society (CPRS)

Association of California Cities- Orange County (ACCOC)

Maintenance Superintendents Association (MSA)

California Landscape Contractors Association (CLCA)

Street Tree Seminar (STS)

California Urban Forest Council (CaUFC)

American Public Works Association (APWA)



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



366764

Eren CORP

SEGMENT MARINE WEST COAST ARBORISTS INC

: (assultation(s) C61/D49 C27 A C21 B C31



Expiration Date 12/31/2022

www.cslb.ca.gov



ISSUED: January 01, 2020 EXPIRES: December M, 2021

Pest Control Business - Main LICENSE LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lopse before expination date

Milling Address

dor

WEST COAST ARBORISTS, INC 2200 E VIA BURTON ST ANAHEIM, CA 92806 Business Logation
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW. THIS LICENSE IS NOT TRANSPEABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENS



B.2 EXECUTIVE SUMMARY

West Coast Arborists, Inc.'s goal as a professional tree maintenance and management company is to educate our clientele and provide them with our expertise and knowledge to ensure their urban forest is healthy and thriving for years to come. This goal helps protect and maintain the integrity of our states tree canopy, to prevent and properly manage pests and disease as well as ensuring the 'right tree is planted in the right place,' to reduce liability and to protect our citizens, city property and the trees themselves. Proper maintenance and management go hand in hand and starts with a clear, concise understanding of the condition of an urban forest, the City's goals, and a plan for long term care.

As a result of the recent budget issues, municipalities are being stretched to their financial limits. City and County administrators are faced with budget reductions leading to staff cut backs, decreased levels of service, and antiquated equipment. The resulting trend of lower service levels needs to be turned around. We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs. Our staff, fleet and financial capabilities make us the best candidate

Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City right-of-way. Obviously, this cannot be accomplished without the City's valued input or without community involvement.

<u>Community</u>: The community consists of everyone that cares about trees. They include residents, business owners, community groups, consumers, schools, and citizen arborists. We believe the community is the actual customer. We strive to provide the highest level of service in the safest manner possible in an effort to create a beautiful environment. In addition, as a valuable resource within the community we are able to offer extraordinary services to the public including, but not limited to, arboricultural education, participation in Arbor Day and other County events, and special community projects.

<u>City Administration</u>: City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees.

West Coast Arborists, Inc. (WCA): We have the challenge of meeting the community's needs, not only in tree care, but also in other aspects. However, unlike most firms, we believe to be a valuable resource in that we have the qualifications and corporate capabilities to meet the community's needs and beyond. Our Certified personnel ensure the community that the work performed will be in accordance with today's standards. The collection of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with information management, which provides communities with a complete, comprehensive urban tree care program.

Statement of Pending Litigation: A large, mature Eucalyptus tree uprooted and struck bystanders at a City of Whittier park while taking photos under the tree. WCA was pulled in a as a cross-complaint from the City of Whittier. Result of litigation will not effect WCA's ability to complete the contract with Santa Fe Springs.

Case No. BC656449 – Mojarro, et al. v. City of Whittier, et al. Case No. BC666844 – Stephanie Oviatt v. City of Whittier, et al.

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure, and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement



Palm Trunk Skinning (Optional)

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue. This is performed under the hourly rate.

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Tree removal and stump removal are to be charged separately in accordance with the contract.

Tree Planting (Optional)

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering (Optional)

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- · Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

Shot Hole Borer

They Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species. When heavily infested, the resulting Fusarium causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City of Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



WCA is committed to working with the City of Santa Fe Springs to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the agency and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the agency's budget and that the agency may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the Housing Authority of the City of Santa Fe Springs by providing gold standard tree care services.

Patrick Mahoney, President

1/20/2021



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Gonzalo Regalado

ISA Certification #: WE-9952AT

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

B.4 QUALITY CONTROL

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "nofee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Work order is given to the Foreman

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory; then submits to office

Area Manager schedules the

work & informs the Agency

CSR closes work order; Billing Dept. prepares invoice

Removal Flowchart (15 day Completion)

Customer marks trees for **USA & notifies resident**

Work request received from Customer

CSR creates work order & contacts USA 48 hours in advance of work

Work order is given to the Area Manager

Area Manager schedules work, informs the Agency & gives work order to Foreman

Crew performs work

Foreman completes work order & inventory; then submits to office

CSR closes work order; Billing Dept. prepares invoice

Planting Flowchart (15 day Completion)

Work request received from Customer

CSR prepares work order & orders tree(s) from Nursery Manager

CSR gives work order to Area Manager to schedule work & inform the Agency

Work order is given to the Foreman

Crew performs work & hangs tree care door hanger

Foreman completes work order & inventory: then turns in

CSR closes work order; Billing Dept. prepares invoice

Billing Dept. processes & prepares invoice

Service Request Flowchart (15 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Work order is given

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory; then turns in

Area Manager schedules the

work & informs the Agency

CSR closes work order; Billing Dept. prepares invoice

to the Foreman

Emergency Flowchart (1 Hour Response/ 24 Hour Completion)

Emergency request received from Customer

On-Call Supervisor dispatches Emergency Crew Supervisor creates work order & sends to Foreman

Crew performs necessary work to ensure safety

Crew sends notification and photos to Agency and Supervisor that work is complete

If applicable, crew return o site next day to complete work

Foreman completes work order & inventory; then turns in

CSR closes work order; Billing Dept. prepares invoice

EMERGENCY CONTACTS

TOLL FREE **866.546.2369**

in case of emergency after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

JORGE JIMINEZ, FOREMAN 714.863.1559

JOSE LUIS DELREAL, SUPERVISOR 714.231.3342

GONZALO REGALADO, AREA MANAGER 626.255.7618

ROB THOMPSON, AREA MANAGER 714.240.1645

After confirmation from on call Manager, you can email multiple locations to:

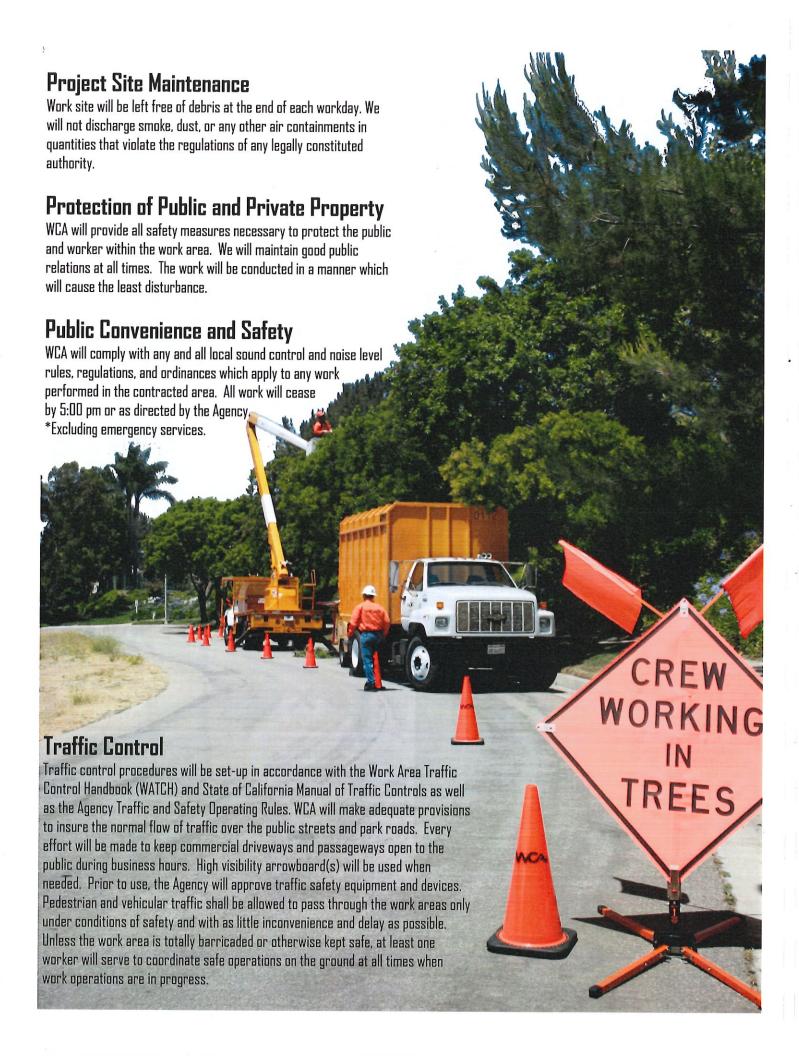
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS 714.991-1900



SAMPLE PLANTING DOOR HANGER









EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

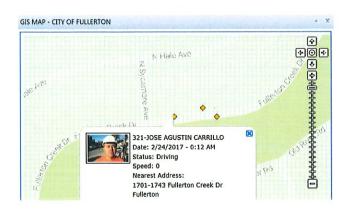
CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



EQUIPMENT LIST SUMMARY:

Pick Up Trucks	338
Aerial Lift Devices	321
95' Aerial Devices	18
Dump Trucks	192
Flat Beds	42
Field Service Trucks	19
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	81
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	51
Saw Mill	3
Log Skidder	1
Back Hoes	1
Brush Chippers	184
Cranes	6
Toyota Prius	7
Toyota Yaris	8
Ford CMAX	4



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.



INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions onsite at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed 300+ GPS tree inventories.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS DETAILED TREE SITE CHARACHTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with biweekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not quaranteed.

SAMPLE SPECIES FREQUENCY REPORT

Botanical	Common	Total
Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
Ulmus parvifolia	CHINESE ELM	3,857
Lagerstroemia indica	CRAPE MYRTLE	2,638
Jacaranda mimosifolia	JACARANDA	1,927
Cinnamomum camphora	CAMPHOR TREE	1,456
Pinus canariensis	CANARY ISLAND PINE	1,401
Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
Quercus ilex	HOLLY OAK	1,077
Cupaniopsis anacardioides	CARROTWOOD	905
Lophostemon confertus	BRISBANE BOX	836
Other	OTHER	14,330
Total Trees		33,812

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section C – Proposed Staffing





Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

PROJECT TEAM

Experience & Resumes





NICK ALAGO Regional Manager/V.P. ISA Certified Arborist Utility Specialist #WE-4396AU TCIA Certified Treecare Safety Professional #250 ISA Tree Risk Assessment Qualified TLC Wildlife Area

Mr. Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a columniation of experience and continued education as well as certification that is offered in the industry.



GONZALO REGALADO Area Manager ISA Certified Arborist/ Tree Worker Climber Specialist #WE-9952AT ATSSA Traffic Control Technician #459653

TLC Wildlife Aware

Mr. Regalado has nearly 20 years experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing filed operations and crews throughout the Southeast Los Angeles region.



JOSE DELREAL Project Supervisor ISA Certified Arborist/Tree Worker Climber Specialist # WE-1123IAT & TLC Wildlife Aware TCIA Certified Treecare Safety Professional #3514 ISA Tree Risk Assessment Qualified

Mr. DelReal has 8 years of experience working with WCA and currently supervises more than 35 employees in the Southeast Los Angeles region. Responsibilities of the Project Supervisor includes assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

Organizational Structure

Area Supervisor

Customer Service Rep

SUPPORT STAFF

Meet the Team





JORGE JIMENEZ Project Foreman ISA Certified Treeworker Climber #WE-11110T

ISA Certified Treeworker Climber #WC-111101
TLC Wildlife Aware
WCA Qualified Arborist, Crewleader & Treeworker
WCA Qualified Line Clearance Tree Trimmer
WCA Qualified Stump Grinder Operator

Mr. Jimenez has over 20 years of experience working the arboriculture industry. He began working with WCA in 1998 as a groundman and worked his way up to his current position as Foreman. Mr. Jimenez has experience working with Cities in Southeast Los Angeles County. He has worked in the City of Santa Fe Springs and is familiar with the specific needs of the City. He will be the assigned Foreman for the City.



TIM CROTHERS Plant Health Care Manager ISA Board Certified Master Arborist #WE-7655BUM CA Dept. Pesticide Regulation QAL #145321 B, D

ISA Tree Risk Assessment Qualified & TLC Wildlife Aware

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our *in-house* Qualified Applicators (QAL) and Pest Control Advisors (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available asneeded.



MARIA ZUNIGA Customer Service Rep. (CSR)

Ms. Zuniga joined WCA in 2019 as a Customer Service Clerk and was quickly promoted to a Customer Service Representative (CSR). As the CSR, Ms. Zuniga is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Zuniga is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc. Maria works directly with all of our customers in the Southeast Los Angeles region.

EXECUTIVE STAFF

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney

President



Randy Thompson Vice President



Richard Mahoney **Secretary**



Debbie DePasquale Vice President



Rose Epperson Treasurer



Michael Palat Vice President



Andrew Trotter V.P.—Operations



Nick Alago Vice President



Chris Crippen V.P.—I.T



Victor Gonzalez V.P.—Business Development



Ernesto Macias Vice President



Jason Pinegar Vice President



LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America (LiUNA!).

Higher Standards + Exemplary Training = Superior Employees

ISA Certified

87

Arborists



Board Certified Master Arborists



Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.



Certified Urban Forester 112

WCA Certified Utility Line Clearance Workers 18

ISA Certified Utility Specialists 50

TCIA Certified Treecare Safety Professionals 10

ISA Municipal Specialists

Nursery in Placentia & Dedicated Manager 6

Information Technology Specialists 75

Fleet Mechanics



NCCCO Certified Crane Operators

Unique Capabilities



WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain *in-house* CA Dept. of Pesticide licensed Advisors and Applicators.

Advisor

12

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

Applicators





WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife. 95

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

ISA Board Certified Master Arborists

Michael Palat #WE-6541 BUM Kelley Gilleran #WE-7061 B Tim Crothers #WE-7655 BUM Cris Falco #WE-7490 B Glenn Reeve #WE-10177 B Eugene Bordson #WE-10777BT

asca RCA

3 ASCA Consulting Arborists: Cris Falco RCA #557 - Cris Falco, RCA #557
Tim Crothers, RCA #721

WCA's ISA Certified Arborists

MPA 2 IDA F	ici illicu	WI DOLIDED	
Employee Name	Cert #	JOSE M. CORTEZ TORRES	WE-8539AUT
ADAN BALTAZAR REYNAGA	WE-7786AT	JOSE M. MUNIZ BARCIA	
ANDREW JOSEPH PINEDA	<u>WE-12738A</u>	JOSE M. CHAVARRIA MANZO	<u>WE-11210AT</u>
ANDREW R. TROTTER	<u>we-0842au</u>	JOSE MANUEL PEREZ	<u>we-0818at</u>
BENJAMIN EUGENE BORDSON	WE-ID777A	JOSEPH BARTOLO	WE-2034AU
BRIAN C. KIRKEGAARD	WE-10476AT	JOSEPH NICK ALAGO	WE-4396AU
BRIAN M. KOCH	<u>WE-0341A</u>	JUAN ORTIZ	WE-8514AT
CALVIN F. HAUPT	<u>WE-7834A</u>	JULIO C. GARCIA VAZDUEZ	WE-ISI75AT
CURTIS PATRICK WORTH	WE-IO97ZAUT	JUSTIN LEE MERZEL	WE-11758A
DANE JENSEN	WE-12014A	KANAMI MARIE OTANI	
DANIEL CHAVARRIA	<u>WE-10292AT</u>	KRIS BURBIDGE	WE-9566AUM
DANIEL MAHDNEY	WE-10434A	LEONARDO RAMOS	WE-11264AT
DEBORAH DEPASOUALE	<u>WE-3812A</u>	LEONEL CORTEZ	WE-8625AT
EDIBERTO SERNA SALAZAR	<u>WE-HOSIAT</u>	LORENZO PEREZ	WE-7443AT
EBUARDO VARGAS	WE-IID58AT	MANUEL BRIAND	<u>WE-879IAT</u>
ELDY MARDUEZ	<u>WE-H566AT</u>	MARCO A. PAOILLA JIMENEZ	WE-8621AT
ERNESTO J. F. MACIAS	<u>we-7120aum</u>	MARIA MUNDZ-CAMPOS	WE-8267A
FELIX HERNANDEZ	WE-2037AT	MARIO A. GONZALEZ	WE-13119A
FERNANDO MENDOZA	<u>WE-10135AM</u>	MATED ARVIZU	WE-10151AT
FRANCIS LEO MALABUYOC	WE-12279AT	MICHAEL ALAN DA SILVA II	WE-12483A
GENARO VICENTE CORONEL	WE-12740A	MICHAEL ANTHONY NUNES	WE-12943A
GERARDO PEREZ	WE-9131AT	MICHAEL LOUIS YOUNG	WE-II687AT
GÉRARDO MARTINEZ GARCIÁ	WE-11358A	MITCHELL ANDREW OWERS	WE-12619AT
GONZALO REGALADO	<u>WE-9952AT</u>	NESTOR VALENCIA	WE-11359A
HECTOR MONTES	WE-8079AUT	PATRICK D. MAHONEY	WE-117ZA
HERMINIO PADILLA	<u>we-7552autm</u>	RANDY J. THOMPSON	WE-1043A
HUGO ANGEL RINCON	WE-87IGAT	REBECCA A. MEJIA	WE-2355A
IGNACIO LOPEZ	WE-7329AU	RENE ROSALES	WE-7841AT
ISAAC GARZA, JR.	WE-8689A	RICHARD R. MAHONEY	WE-1171A
ISAIAS BARAJAS MACIAS	WE-ID979AT	ROBERT A. WRIGHTSON	WE-ID4IIA
ISIORO ESTRADA BARBOZA	<u>WE-11685A</u>	ROBERT D. THOMPSON	WE-09ISAU
J. ALONSO GARCIA-LOPEZ	WE-8499A	ROSE M. EPPERSON	WE-1045A
JAIME ROGELIO HERNANDEZ	<u>WE-5297AT</u>	RYAN R. COLBERT	WE-13154A
JAMES PAUL SPECK II	WE-ID858AT	SAMUEL JIMENEZ	WE-IIIO9AT
JASON PINEGAR	WE-2039AU	SEAN PATRICK SULLIVAN	WE-10050AT
JASON ROSS DAVLIN	WE-7628A	SHAWN A. GUZIK	WE-3182AU
EFFERY B. WILLIAMS	WE-HOOAT	STEFAN B. KALLENBERG	WE-10730AT
JEREMY PAUL PIERCE	WE-12566A	STEPHEN GLENN DAVIS, JR.	WE-10894ATM
JOEL LOPEZ	<u>WE-1087IAT</u>	STEVE B. HUNT	WE-10034ATM
JOHN LEE PINEDA Jorge Magana	WE-10367AUT	TIMOTHY R. PATTERSON	
JOSE ALFREDO GONZALEZ	<u>we-3460a</u> we-6475at	VICTOR M. GONZALEZ	<u>we-12037a</u> we-7175am
JOSE INEZ MANCILLA	WE-10983TA		
JOSE LUIS ABALOS	WE-8734A	WALLACE BURCH	WE-07/3AT
JOSE LUIS DELREAL	WE-11231AT	WILLIAM STEVE PONCE	<u>WE-846IA</u>
ADAN RODRIGUEZ	WE-II28IT	BRIAN YOUNG NORTON	WE-12678T
ADDLFO S. RUIZ	WE-11294T	CANDELARIO PRIEGO	WE-12781T
ALFREDO ANGEL LOPEZ	WE-11334T	CARLOS IXTA	WE-11106T
ANDRES ROMAN	WE-11285T	CARLOS LEYVA BARAJAS	WE-1262DT
ANTHONY DOUGLAS FONG II	WE-12051T	CARLOS RAMOS Celedonio R. Manzano olea	WE-11263T
ANTONIO CASTELLANOS ANTONIO GARCIA CONTRERAS	WE-11203T WE-11173T	CELESTINO PEREZ	WE-10984T WE-11243T
ARIEL ALONSO	WE-10906T	CESAR WENCESLAD	WE-10968T
ARMANDO SOTO	WE-11131T	DANIEL RIVAS	WE-10850T
ARMANDO D. LOPEZ	WE-10953T	DELFINO AGUILAR-MORALES	WE-10900T
AURELIO PAZ-GUZMAN	WE-11084T	DEMETRIO LIRA	WE-11323T
BRIAN YOUNG NORTON	WE-12678T	DEMETRIO OSEGUERA	WE-11043T

WCA's ISA Certified Tree Worker/Climbers

Employee Name	Cert #	JOSE M. MUNIZ GARCIA	WE-11686T
EDIBERTO SERNA SALAZAR	WE-11051T	JOSE M. CHAVARRIA MANZO	WE-IIZIDAT
EDUARDO AVILA	WE-10812T	JOSE MANUEL PEREZ	WE-DBI8AT
EDUARDO E. DAVILA LOPEZ	WE-13260L	JOSE R. GRANADOS	WE-III86T
EDUARDO HERNANDEZ	WE-12917T	JUAN BECERRA	WE-10932T
EDUARDO VARGAS	WE-11058AT	JUAN MARQUEZ	WE-10987T
EDWIN ANTONIO FUENTES	WE-127771	JUAN ORTIZ	WE-8514AT
ELIGIO IBARRA CARDOSO	WE-11197T	JUAN TELLEZ TAPIA	WE-11137T
ELDY MARQUEZ	WE-IISBBAT	JUAN AMADOR ARCE	WE-11480T
ERNESTO GONSALEZ	WE-II46IT	JUAN C. LOPEZ GARCIA	WE-12918T
FAUSTO GUZMAN	WE-11083T	JUAN C. PENA-ARIAS	WE-11327T
FELIX GARCIA	WE-1H7OT	JUAN C. TORRES-COVARRUBIAS	WE-12343T
FELIX HERNANDEZ	WE-2037AT	JULIO C. GARCIA VAZQUEZ	WE-11175T
FRANCIS LEO MALABUYOC	WE-12279T	KYLE JAMES VIGNEAU	WE-10962T
FRANCISCO LOPEZ	WE-10952T	LEONARDO RAMOS	WE-11264T
FRANCISCO RAMIREZ	WE-11259T	LEONEL CORTEZ	WE-8625AT
FRANCISCO VILLANUEVA	WE-10965T	LETUSA MUAAU, JR.	WE-11021T
FRANCISCO F. WENCESLAO	WE-10969T	LORENZO PEREZ	WE-7443AT
BARAJAS	ME-IDODO	LUIS A. MUNOZ RAMIREZ	WE-HO23T
FRANCISCO URENA JIMENEZ	WE-11075T	LUIS P. PEREZ	WE-11245T
GABRIEL GAMINO	WE-11167T	MANUEL BARRAGAN	WE-10925T
GABRIEL MERCADO RUIZ	WE-IIS68T	MANUEL BRIANO	WE-879IAT
GAMALIEL MANZAND CORONA	WE-12280T	MARCO A. PADILLA JIMENEZ	WE-862IAT
GEORGE HERNANDEZ PEREZ	WE-12269T	MARCOS RICHARD-MARTINEZ	WE-10989T
GERARDO PEREZ	WE-9131AT	MARCOS ALEJANDRO GAMINO	WE-11482T
GERARDO A. ORDUNO	WE-HO36T	MATEO ARVIZU	WE-10151AT
GERARDO MARTINEZ GARCIA	WE-10997T	MELCHOR LEMUS	WE-11237T
GLENN O. WHITLOCK REEVE	WE-IO177BTM	MICHAEL ALAN DA SILVA II	WE-12207T
GONZALO REGALADO	WE-9952AT	MICHAEL LOUIS YOUNG	WE-II687AT
HECTOR MONTES	WE-8079AUT	MIGUEL AYALA	WE-10924T
HERIBERTO CORONEL WENCESLAD	WE-11218T	MIGUEL MACIAS	WE-10978T
HERMINIO PADILLA	WE-7552AUTM	MITCHELL ANDREW DWENS	WE-12619T
HUGO ANGEL RINCON	WE-87IDAT	NELSON R. AGUIRRE	WE-10901T
HUMBERTO CHAVARRIA	WE-11207T	NICOLAS GODINA	WE-11907T
ISAIAS BARAJAS MACIAS	WE-10979AT	OSCAR GUTIERREZ	WE-12783T
ISRAEL A. RAMIREZ	WE-11567T	PEDRO CUEVAS	WE-11765T
J. SOCORRO GARCIA	WE-11172T	PEDRO GARCIA	WE-NIG8T
JAIME ROGELIO HERNANDEZ James Paul Speck II	WE-5297AT WE-10858AT	PEDRO SANDOVAL	WE-H3OIT
JEFFERY B. WILLIAMS	WE-100JOAT	PEDRO ADALBERTO HERNANDEZ	WE-11095T
JESUS A. MONTES	WE-11014T	ALTAMIRANO	เมา เกลววา
JESUS M. SARABIA PENA	WE-1145DT	RAMON ZUNIGA GOMEZ Ranulfo peralta Castaneda	WE-10977T WE-11202T
JOEL LOPEZ	WE-IO87IAT	RAUL MANZO HERNANDEZ	WE-10985T
JOEL MARTINEZ	WE-10992T	RAUL TELLEZ TAPIA	WE-1038T
JOEL ORTIZ Joel M. Rivera	WE-11039T WE-11273T	RENE ROSALES	WE-794IAT
JOHN LEE PINEDA	WE-10367AUT	ROBERT EDWARD KNIGHT	WE-H564T
JORGE ARREOLA-HERNANDEZ	WE-11321T	ROMUALOD GAETA LUNA	WE-11165T
JORGE DUENAS	WE-11144T	SALOMON SILVA	WE-11053T
JORGE JIMENEZ	WE-IIIOT	SALUSTIO SANCHEZ ARROYO	WE-11462T
JOSAFAT MONTOYA Jose Aguayo	WE-NDIST WE-ID899T	SAMUEL JIMENEZ	WE-NIOST
JOSE JIMENEZ	WE-11108T	SANTOS MACIAS LEMUS	WE-10980T
JOSE JIMENEZ HERNANDEZ	WE-IIII3T	SEAN PATRICK SULLIVAN	WE-10050AT
JOSE RODRIGUEZ	WE-11277T	SERGIO LOPEZ-RIVERA	WE-10957T
JOSE A. ALVAREZ	WE-10908T	SERGIO MACIAS-PEREZ	WE-LOSSOT
JOSE ABEL CANCINO	WE-NI92T	TREVOR SCOTT SMITH(E2859)	WE-11903T
JOSE AGUSTIN CARRILLO Jose Alejandro Valenzuela	WE-11200T WE-11674T	TRISTON JAMES POWERS(E3662)	WE-12211T
JOSE ALFREDD GONZALEZ	WE-6475AT	VENTURA GOMEZ	WE-11180T
JOSE DE JESUS PINEDO	WE-12277T	VINCENT MICHAEL TANKERSLEY	WE-12793T
JOSE INEZ MANCILLA	WE-10983T		

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training -New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.

Issued Bys DEVIATIONS FROM CPersonal Protective Hordi Headi Eye/F Leg P, Work Footh Climbi Ropes Lenyo Other, Seath Equipments Track Seath Equipments Key te Whee	Hal ng Protection cace Protection rotection CLothing ear ling Saddle		Inadequat Improper Inadequat Improper Improper Improper Improper Vorked C Unapprov Other Other	GENERAL SAFETY RULES GENERAL SAFETY RULES It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow: Report all injuries to management immediately, no matter how minor. Learn the hazards of your job by discussing them in detail with your Supervisor. When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and p their avoidance. Report all new hazards to the attention of your Foreman or Supervisor. Develop a daily routine of checking your job area, equipment and machinery or any potential hazards or deficient the Foreman. Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position of the foreman. Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position of the protection of the control of the contro
DEVIATIONS FROM O Personal Protective Hood Hood Heart Eye/F Leg P, Leg P, Cambi Ropes Lenya Other Sequipments Track Seath Equipments Key te Whee Minus Ingrap Other, Other, Other, Other,	OMPANY POLICY (exploin where again apricele) a Equipment: Hal ng Protection ace Protection or Protection Clothing ear ing Saddle ard/Snops/Etc. - Driving ain Not Fostenend in saft in lightling is Not Chocked of Hand Tools of Hower Tools	Work Proc	Inadequal Improper Inadequal Improper Improper Improper Improper Vorked C Unapprov Other Other	It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow: Report all injuries to management immediately, no matter how minor. Learn the hazards of your job by discussing them in detail with your Supervisor. When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and p their avoidance. Report all new hazards to the attention of your foreman or Supervisor. Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficient the cequipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions the Foreman. Wear all personal protective devices, i.e., plasses, belts, shoes and proper clothing, as required by your position on the job task. Avoid the use of equipment and machinery that are defective. Become familiar with the performance limitations of your tools and/or machines. A clean and orderly workplace is a safe place. Provide suggestions concerning safety to your Supervisor or Manager. Keep all emergency equipment such as fine extinguishers and exit doors clear of obstacles. Know the location of fire and safety exits. PERSONAL SAFETY Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injute in his fellow workers and others. Be prepared to perform your job. Do not come to work fatigued or hung over. Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol. Do not speed while driving. Aways walk, do not un in work areas.
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Misuse Misuse Improp Other	of Hand Tools of Power Tools			 Do not speed while driving. Always walk, do not run in work areas.
Misuse Improp Other_	of Power Tools			
Improp Other				 Horseplay, practical jokes or sports activities are forbidden at all times. Uft correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
Other_	or Tools Used Near Bectrical Conductors			Observe all warning, caution, and danger signs as well as safety and health notices.
Other				 No loose clothing or dangling jewelry (i.e. earnings, chains, necklaces, bracelets, etc.) can be worn while working it
				production areas.
das the employee o				 Smoking is restricted to designated areas only. Learn the location of first aid kits and fire suppression equipment in your work area.
	previously been trained in this aspect of	of company p	policy?	EQUIPMENT AND MACHINERY SAFETY
	E .			Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFFI Guards must be in place on every machine while in operation. No safety devices may be becaused or disposance.
If Yes, how	were they trained? (verbal/video/OJT,	, etc):		 Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged. Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor
			- 1	has had an opportunity to examine it.
orrective Action to	or Employee:			Unauthorized use of equipment is prohibited.
				 Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job. Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance
				 never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
Date of Compliance	Adknowledge	ed By		 Do not put your hands or any part of your body into moving equipment at any time.
		-,-		 No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS!
Company Disciplina	ry Action Takens			 Employees will not stand or jump over machinery or conveyor belts. Nothing is to be placed within three (3) feet of the electrical panels and transformers.
				 Equipment shall only be used for its specified purpose.
omments:				Use a ladder when required. Do not dimb machinery.
Describe potential penalty Distributions	for repeal violations per company policy)Employee Manage		Forema	 Electrical power extension cords must be grounded and in good condition.

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section D - Subcontractors

No subcontractors to be used.



CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section E – Bid Schedule



BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		EXTENDED AMOUNT
	GRID TREE PRUNING					
1.	Grid Tree Trimming	2,500	EA	\$ 69.00	\$_	172,500.00
	GPS TREE INVENTORY / ONLINE	MAINTENAN	CE A	CCESS		
2.	GPS Tree Inventory and Software	1	LS		\$_	0.00
	SPECIAL REQUEST TREE PRUNIN	G IN DBH				
3.	Extra Small Trees (0"-6")	1	EA	\$ _69.00	_	
4.	Small Trees (7"-12")	1	EA	\$ 94.00	_	
5.	Medium Trees (13"-24")	1	EA	\$ 194.00	_	
6.	Large Trees (25"-30")	1	EA	\$ 194.00	_	
7.	Extra Large Trees (>31")	1	EA	\$ 294.00	_	
8.	Palm Trees	1	EA	\$ 94.00		
9.	Pine Trees	1	EA	\$ 324.00		
	SPECIAL REQUEST TREE REMOV	AL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	\$ 184.00	_	
11.	Small Trees (7"-12")	1	EA	\$ 384.00	-	
12.	Medium Trees (13"-24")	1	EA	\$ 784.00	_	
13.	Large Trees (25"-30")	1	EA	\$ 784.00	_	
14.	Extra Large Trees (>31")	1	EA	\$ 984.00	_	
	SPECIAL REQUEST STUMP REMO	VAL IN DBH				
15.	Extra Small Trees (0"-6")	1	EA	\$_74.00	_	
16.	Small Trees (7"-12")	1	EA	\$ 104.00	_	
17.	Medium Trees (13"-24")	1	EA	\$ 174.00		
18.	Large Trees (25"-30")	1	EA	\$ 194.00	_	
19.	Extra Large Trees (>31")	1	EA	\$ 194.00	_	

Submitted By: West Coast Arborists, Inc.

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM			
NO.	DESCRIPTION	UNIT	PRICE
1. Eme	rgency Call-out (3-man crew w/equipment)	HOUR \$	345.00
2. Labo	or Rate	HOUR \$	95.00
3. Crew	Rental (3-man crew w/equipment)	HOUR \$	285.00
4. Spec	ialty Equipment Rental (100-ft Boom Truck)	HOUR \$	184.00
5. Tree	Injection	PER INJECTION \$	44.00
6. Arbo	orist Services / Tree Inspection	HOUR \$	164.00

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

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section F – Client References



REFERENCES

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

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

1.	Agency:	City of Norwalk		
	Address:	12700 Norwalk Blvd., Nor	walk, CA	90650
	Phone No.:	(562) 929-5511	Contact:	Joe Garcia, Maintenance Supervisor
	Project:	Annual Tree Maintenance		Year Completed 1997 - Present
2.	Agency:	City of Whittier		
	Address:	13230 Penn St., Whittier, C	CA 90602	
	Phone No.:	(562) 464-3375	Contact:	Wayne McBurney, Tree Maint. Supervisor
	Project:	Tree Maintenance Services	<u> </u>	Year Completed 2005 - Present
3.	Agency:	County of Los Angeles		
	Address:	38126 N. Sierra Highway,	Palmdale,	CA 93550
	Phone No.:	(661) 974-7173 ext. 257	Contact:	Nathan Birdwell, Tree Superintendent
	Project:	Tree Trimming Services		Year Completed 2010 - Present
4.	Agency:	City of Alhambra		
	Address:	111 S. First Street, Alhamb	ora, CA 91	801
	Phone No.:	(626) 308-4874	Contact:	Janell Mathani
	Project:	Tree Maintenance Services	S	Year Completed 1997 - Present

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

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.



CITY OF NORWALK-SINCE 1997



WCA performs various tree maintenance services for the City. The City is currently on a 3 year maintenance cycle which includes major arterials, residential areas, parks, and facilities. WCA maintains all tree maintenance records in ArborAccess. ANNUAL BUDGET: \$435,000

CONTACT: Joe Garcia, Maintenance Supervisor ADDRESS: 12700 Norwalk Blvd., Norwalk, CA 90650

PHONE: (562) 929-5511

EMAIL: jgarcia@ci.norwalk.ca.us

CITY OF WHITTIER- SINCE 2005



WCA performs various tree maintenance services for the City and maintains the work records for 22,623 city-owned tree sites including parkway, parks, facilities. The City of Whittier is currently on a 5 year grid trim maintenance cycle. Emergency response is also provided. **ANNUAL BUDGET: \$1,000,000**

CONTACT: Wayne McBurney, Tree Maintenance Supv.

ADDRESS: 13230 Penn St., Whittier, CA 90602

PHONE: (562) 464-3375

EMAIL: wmcburney@cityofwhittier.org

COUNTY OF LOS ANGELES - SINCE 2010



WCA trims nearly 25,000 trees of the county's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis. Part of our work requirements include palm tree inspection and bird nesting inspections as work is performed.

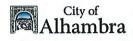
ANNUAL BUDGET: \$8,000,000

CONTACT: Nathan Birdwell, Tree Superintendent

ADDRESS: 38126 N. Sierra Highway, Palmdale, CA 93550

PHONE: (661) 974-7173 x. 257 EMAIL: nbirdwell@dpw.lacounty.gov

CITY OF ALHAMBRA - SINCE 1997



WCA performs tree maintenance in several areas including blocks, medians, trails, facilities and parks. WCA assisted the City in developing a Master Plan for the urban forest. In 2012 the GPS inventory was updated to reflect the circumstantial changes effected by the storm damage in 2011.

ANNUAL BUDGET: \$550,000 CONTACT: Janell Mathani

ADDRESS: 111 S. First Street, Alhambra, CA 91801

PHONE: (626) 308-4874

EMAIL: jmithani@cityofalhambra.org

CITY OF BELLFLOWER - SINCE 2002 ·



WCA performs various tree maintenance services for the City. The City is currently on a 4-year maintenance cycle which includes major arterials, residential areas, parks, and facilities. WCA maintains all tree maintenance records in ArborAccess. Emergency response is also provided. ANNUAL BUDGET: \$380,000 CONTACT: Frank Preciado

ADDRESS: 9944 Flora Vista Street, Bellflower, CA 90706

PHONE: (562) 804-1424

EMAIL: fpreciado@bellflower.org

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

- 1	TVI TIVITIANT - NOVIVITIA	CALII DIVINIA CITICA/ CO	INVILED DUNCK COULKY	TO I WILL WARM
	CITY OF AGOURA HILLS	CITY OF INDIO	CITY OF REDLANDS	CITY OF TULARE
	CITY OF ALAMEDA	CITY OF IRWINDALE	CITY OF RIALTO	CITY OF TUSTIN
	CITY OF ALHAMBRA	CITY OF LA CANADA FLINTRIDGE	CITY OF RIVERSIDE	CITY OF UNION CITY
	CITY OF ANAHEIM	CITY OF LA HABRA	CITY OF ROSEMEAD	CITY OF UPLAND
	CITY OF ARTESIA	CITY OF LA MESA	CITY OF ROSEVILLE	CITY OF VENTURA
	CITY OF AZUSA	CITY OF LA MIR <mark>ada</mark>	CITY OF SACRAMENTO	CITY OF VICTORVILLE
	CITY OF BALDWIN PARK	CITY OF LA PAL <mark>ma</mark>	CITY OF SAN BERNARDINO	CITY OF VISALIA
	CITY OF BELL	CITY OF LA PUE <mark>nte</mark>	CITY OF SAN DIEGO	CITY OF VISTA
	CITY OF BELLFLOWER	CITY OF LA VER <mark>ne</mark>	CITY OF SAN DIMAS	CITY OF WALNUT
	CITY OF BEVERLY HILLS	CITY OF LAGUNA BEACH	CITY OF SAN FERNANDO	CITY OF WEST COVINA
	CITY OF BREA	CITY OF LAGUNA HILLS	CITY OF SAN GABRIEL	CITY OF WEST HOLLYWOOD
	CITY OF BRENTWOOD	CITY OF LAGUN <mark>a Niguel</mark>	CITY OF SAN JACINTO	CITY OF WEST SACRAMENTO
		CITY OF LAKE E <mark>lsinore</mark>	CITY OF SAN JOSE	CITY OF WHITTIER
	CITY OF BUENA PARK	CITY OF LAKEW DOD	CITY OF SAN JUAN CAPISTRAND	CITY OF WOODLAND
	CITY OF BURBANK	CITY OF LODI	CITY OF SAN MARCOS	CITY OF YORBA LINDA
	CITY OF CAMARILLO	CITY OF LOMITA	CITY OF SAN RAMON	COUNTY OF ALAMEDA
	CITY OF CARLSBAD	CITY OF LOMPOC	CITY OF SANTA ANA CITY OF SANTA BARBARA	COUNTY OF COLUSA
	CITY OF CARMEL-BY-THE-SEA	CITY OF LONG BEACH	CITY OF SANTA CLARA	COUNTY OF CONTRA COSTA COUNTY OF FRESNO
	City of Carpinteria	CITY OF LOS ALAMITOS	CITY OF SANTA FE SPRINGS	COUNTY OF LOS ANGELES
	CITY OF CARSON F	CITY OF LOS ALTOS	CITY OF SANTA MARIA	COUNTY OF MONTEREY
	CITY OF CERES	CITY OF LOS ANGELES	CLTY OF SANTA MONICA	COUNTY OF ORANGE
	CITY OF CHINO WILLS	CITY OF MADERA	CITY RE SANTA PAULA	COUNTY OF RIVERSIDE
	CITY OF CHOWCHINLA	CITY OF MANHATTAN BEACH	CITY OF S'ANTEE	COUNTY OF SAN BERNARDIND
	CITY OF CHUL <mark>à vista</mark>	CITY OF MAYWOOD	CITY OF SIERRA-MADRE	COUNTY OF SAN DIEGO
	CITY OF CITRUS HEIGHTS	CITY OF MENLO PARK	CITY OF SIGNAL HILL	COUNTY OF SAN JOAQUIN
	CITY OF CLAREMONT	CITY OF MILPITAS CITY OF MISSION VIEJO	CITY OF SOLANA BEACH	COUNTY OF TULARE
	CITY OF COACHELLA	CITY OF MONKONIY	CITY OF SOUTH PASADENA	COUNTY OF YOLO
	CITY OF CONCORD	CITY OF MONTCLAIR	CITY OF SOUTH SAN FRANCISCO	TOWN OF ATHERTON
	CITY OF CORONA	CITY OF MONTEBELLO	CITY OF STOCKTON	TOWN OF LOS GATOS
	CITY OF CORONADO	CITY OF MONTEREY	CITY OF SUNNYVALE	
	CITY OF COSTA MESA	CITY OF MONTEREY PARK	CITY OF TEMECULA	
	CITY OF COVINA	CITY OF MOORPARK	CITY OF TEMPLE CITY	
	CITY OF CULVER CITY	CITY OF MORENO VALLEY	CITY OF THOUSAND DAKS	
	CITY OF DANA POINT	CITY OF MORGAN HILL	CITY OF TORRANCE	
	CITY OF DAVIS	GUY OF MOUNTAIN VIEW	CITY OF TRACY	
	CITY OF DEL MAR	CI/Y OF MURRIETA		
	CITY OF DIAMOND BAR	CITY OF NEWARK		
	CITY OF DUARTE	CITY OF NORCO		
	CITY OF EL CAJON	CITY OF NORWALK		
	CITY OF EL CERRITO	CITY OF DAKLEY		
	CITY OF ENCINITAS	CITY OF OGEANSIDE		
	CITY OF FILLMORE	CITY OF ONTARIO		
		CITY OF DRANGE		
	CITY OF FONTANA	CITY OF OXNARD • •		
	CITY OF FRESNO	CITY OF PALO ALTO		
	CITY OF FULLERTON	CITY OF PARAMOUNT		
	CITY OF GARDEN GROVE	CITY OF PERRIS		
	CITY OF GARDENA	CITY OF PLACENTIA		
	CITY OF GILROY	CITY OF PLEASANTON		
	CITY OF GLENDALE	CITY OF POMONA		
	DOVE OF DECEMBER A			

CITY OF POWAY

CITY OF PORTERVILLE

CITY OF RANCHO PALOS VERDES

CITY OF GLENDORA

CITY OF HUNTINGTON BEACH

CITY OF IMPERIAL BEACH

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,375,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage prestigious Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.

CITY OF SANTA FE SPRINGS

RFP for Tree Maintenance Services

Section G – Rights to Materials

Statement:

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by WCA and submitted as part of this proposal and not withdrawn shall, upon receipt by the City, become property of the City.



EXHIBIT C

FEE SCHEDULE

BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		EXTENDED AMOUNT
	GRID TREE PRUNING					
1.	Grid Tree Trimming	2,500	EA	\$ 69.00	\$	172,500.00
1.	GPS TREE INVENTORY / ONLINE	•	CE A	CCESS	<u></u>	
2.	GPS Tree Inventory and Software	1	LS		\$	0.00
	SPECIAL REQUEST TREE PRUNIN	G IN DBH				
3.	Extra Small Trees (0"-6")	1	EA	\$ 69.00		
	Small Trees (7"-12")	1	EA	\$ 94.00	_	
	Medium Trees (13"-24")	1	EA	\$ 194.00		
	Large Trees (25"-30")	1	EA	\$ 194.00		
	Extra Large Trees (>31")	1	ΕA	\$ 294.00		
	Palm Trees	1	EA	\$ 94.00		
9.	Pine Trees	1	EA	\$ 324.00		
	SPECIAL REQUEST TREE REMOV	AL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	\$ 184.00	_	
11.	Small Trees (7"-12")	1	EA	\$ 384.00	_	
12.	Medium Trees (13"-24")	1	EA	\$ 784.00	territ	
13	. Large Trees (25"-30")	1	EA	\$ 784.00		
14	. Extra Large Trees (>31")	1	EA	\$ 984.00		
	SPECIAL REQUEST STUMP REMO	VAL IN DBH	Ī.			
15	. Extra Small Trees (0"-6")	1	EA	\$ 74.00	A-p-44	
16	. Small Trees (7"-12")	1	EA	\$ 104.00		
17	. Medium Trees (13"-24")	, 1	EA	\$ 174.00		
18	. Large Trees (25"-30")	1	EA	\$ 194.00	···	
19	. Extra Large Trees (>31")	1	EA	\$ 194.00		

Submitted By: West Coast Arborists, Inc.

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM		~161447	DDYCE
NO.	DESCRIPTION	UNIT	PRICE
1. Eme	rgency Call-out (3-man crew w/equipment)	HOUR \$	345.00
2. Labo	or Rate	HOUR \$	95.00
3. Crev	v Rental (3-man crew w/equipment)	HOUR \$	285.00
4. Spec	cialty Equipment Rental (100-ft Boom Truck)	HOUR \$	184.00
5. Tree	Injection	PER INJECTION \$	44.00
6. Arbo	orist Services / Tree Inspection	HOUR \$	164.00

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

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City, and prior to commencement of Services, Contractor 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 Contractor maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability, and a \$5,000,000 completed operations aggregate. 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. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage and to be endorsed to include pollution liability (written on form CA9948 or its exact equivalent). If such endorsement is not available, then a stand-alone Transportation Pollution Liability policy is required.

Workers' compensation insurance. Contractor 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).

Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor, or Contractor's agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Clty 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 Contractor or the City will withhold amounts sufficient to pay premium from Contractor 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

Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Agreement provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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. Contractor 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 Contractor'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. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with contractors, subcontractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor 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.



January 21st 2020

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

Dear Mr. Negrete,

Mariposa Tree Management would like to thank you for the opportunity to submit a proposal for the City of Santa Fe Springs Tree Maintenance Services.

For more than 40 years, Mariposa Tree Management has provided cities and counties throughout Southern California with expert tree care. Here is why we would be the best solution for Santa Fe Springs:

- Specialized Expertise In December 2019, our company expanded its Tree Division by branching off from our parent company, Mariposa Landscapes. This specialization allows us to provide arboreal expertise that is unmatched by our competitors.
- Decades of Experience Our team of more than 50 qualified experts has provided tree trimming to numerous cities, counties, businesses, and residences. Whether pruning an avenue of palms, saving a heritage tree, or providing cleanup after a storm, Mariposa has seen it all and can handle even the most challenging situations.
- Personal Service Our clients choose Mariposa because of the personal attention we provide in other words, Santa Fe Springs will not be "just a number." We pride ourselves on responsive, responsible and professional work.

We have thoroughly reviewed the RFP, draft agreements, all addenda, and all site conditions for this project. Our price reflects all the necessary labor, equipment, and materials needed to perform this work. Our proposal is valid for 90 days after the RFP submittal date. All work will be performed in strict accordance with the specifications of the RFP. All information submitted with this proposal is true and correct. Please reach out to our VP of Operations Dennis Jones at (626) 890-0164 Ext. 329 or dennis@mariposa-ca.com with any questions.

We look forward to being the successful contractor and working with you to make Santa Fe Springs urban forests a source of pride for the entire city.

Respectfully Submitted,

Dennis Jones, Vide President of Operations

6232 Santos Diaz Street, Irwindale, CA 91702 / 800.794.9458 / FAX 626.960.8477
Web: www.mariposa-ca.com / Instagram: MariposaTreeManagement
California Contractors License#1061455 C61/D49, C27, C31 A
Safety , Teamwork , Quality , Integrity

TABLE OF CONTENTS

Letter of Offer	2
Table of Contents	3
Qualifications of Firm	4
Proposed Staffing	22
Subcontractors	27
Bid Schedule	28
Client References	30

Qualifications of the Firm

Company Organization

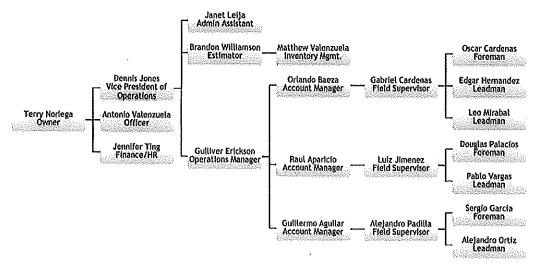
Principal Parties

Mariposa Tree Management is owned by Terry Noriega.

The company is governed by three principal parties: Terry Noriega (President), Antonio Valenzuela (Officer), and Dennis Jones (Vice President of Operations).

The principal point of contact for this project will be **Dennis Jones**. He can be reached at **626-890-0164** and **dennis@mariposa-ca.com**. He works out of the main Mariposa Tree Management Office in Irwindale.

Organizational Chart



Office Locations

The Mariposa Tree Management office will have primary responsibility for managing this account. The location of the corporate office and operational offices and work yard are listed below.

Corporate Office

- ·6232 Santos Diaz Street, Irwindale, Ca 91702
- ·Phone: (626) 960-0196 / Fax: (626) 960-8477

Operational Office & Work Yard

- ·15529 Arrow Highway, Irwindale, Ca 91706
- ·Phone: (626) 960-0397





Company Background

History

For more than 40 years, Mariposa Tree Management has provided cities and counties throughout Southern California with expert tree care. Our company has more than 50 highly-trained and qualified personnel, 40 of whom are certified tree care employees.

Mariposa Tree Management began in 1977 as part of Mariposa Landscapes. The firm began by performing custom residential and small commercial landscape maintenance and installations. After five years of growth, Mariposa expanded into public works maintenance operations. In the 1980s, we officially launched a public works installation department and a tree division. In 1989 we expanded again and created our tree division.

We expanded our tree division and consolidated our certified arborists and into the newly incorporated, "Mariposa Tree Management". Our company provides tree maintenance services for a variety of municipal clients and commercial developments, providing all types of tree care, from installation to maintenance to removal. See Section 3 for more about our breadth of services.

Throughout the years, Mariposa Tree Management ownership has remained the same. We do not hold a controlling or financial interest in any other organization and are not owned by any other person or organization.

Financial Condition

Mariposa Tree Management has been capable of **meeting all financial obligations** for more than 40 years. Our company has experienced continued growth and its parent company, Mariposa Landscapes, has shown continued expansion by opening locations in Santa Ana, Somis, and Palm Desert. We have not in the past and are not currently filing for bankruptcy. We do not have any pending litigation. Our offices are open and operating at full capacity. We do not have any pending mergers.

Specialized Tree Care

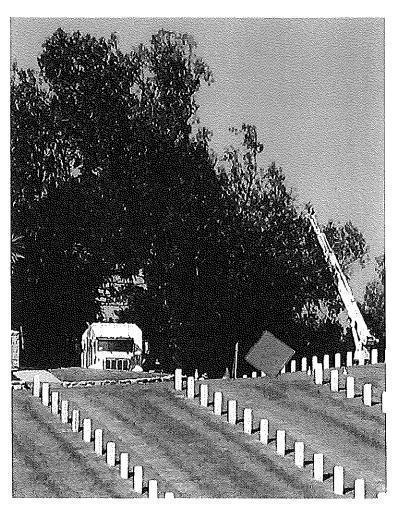
Mariposa Tree Management is set apart from the competition by **providing comprehensive consulting services** in addition to expert tree care. Our ability to provide such excellent service is due to our crews of highly-trained, safety-oriented, certified arborists and tree workers. Our staff receives the latest training in arboriculture methods, techniques, and software systems.

Ourspecialized consulting services include the following: Urban Forest Management Planning, Tree Evaluations, Inventory Management, Risk Assessments, Hazard Reports, Tree Appraisals, and Insect and Disease Control Recommendations.

Our clients trust us with their most valued trees and stands of urban forest. See Section 3 of this report for more information about our specialized operational processes and the difference they make for our clients.

Geographic Coverage

Our base in Irwindale, California provides a central location for servicing Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. From the Glendale, Arizona offices of Mariposa Landscapes, we also serve all of Maricopa County.



Licenses and Certifications

Company Details

President: Terry Noriega

California Corporation: C4311511 California Employer ID: 123-5513-7

Date of Incorporation: December 17, 2019

Accreditation

Mariposa Landscapes received accreditation from the **Tree Care Industry Association** (TCIA) in 2012, becoming one of the few accredited tree care companies in California. In 2020, the accreditation was transferred to Mariposa Tree Management. This accreditation involves a thorough audit process of procedures in the following areas:

- 1. Consumer Satisfaction
- 2. Best Business Practices
- 3. Business Ethics
- 4. Employee Training
- 5.Safety
- 6.Quality
- 7.Industry Standards
- 8. Arborist Certification
- 9.Insurance Coverage
- 10. Work Estimates and Specification



Minority Business Enterprise

Mariposa Tree Management is proud to be certified as a **Minority Business Enterprise** with the City of Los Angeles as of April 16, 2020 (MBE Certification #20000326, expiring April 20, 2025). The Women and Minority Business Enterprise Clearing House has audited and verified our eligibility as an MBE pursuant to the California Public Utilities Commission General Order 156. Our EEO/Affirmative Action Plan is currently approved by the Office of Contract Compliance pursuant to Los Angeles Administrative Code Section 10.8 et seq and is on file with this office. This plan will expire in 2021. The County of Los Angeles Office of Affirmative Action Compliance has certified Mariposa Tree Management as an eligible participant in the county of Los Angeles Local Business Enterprise (LBE) Program and has a registration date of April 1, 2020.

ADDITIONAL LICENSES & CERTIFICATES

Contractors State License:	1061455	C-27, A, C-61/D-49
Qualified Applicators License:	103864	ABCDEFH
Pest Control Advisor License:	74416	ABCDEG
Pest Control Business License:	30977	
Irwindale Business License:	000538	
Supplier Clearinghouse MBE:	20000326	
LA County LBE (LABAVN #):	106243	
LA CO, Agricultural Pest Control:	1000279	
Certified Arborist:	WE-1182A	
DIR No.	1000551767	

Copies of Licenses and certifications not included in this rfp can be provided upon request.

Scope of Work & Services Provided

Work Plan, Operational Processes & Timeline

Mariposa Tree Management believes in high-quality results while adhering to scheduled timelines. Our operation will start with a full review of the inventory and then coordinate with city staff to develop a comprehensive urban forest management plan. Once the urban forest management plan has been approved, we will schedule our tree maintenance operations. In order to ensure the most cost-effective and efficient services are provided to the city, we will always provide clear and consistent communication. Using our software, we then create and manage work orders for our foreman.

Once the work is complete, those records are used to update work histories, and create accurate billing invoices. After careful review, invoices are then submitted to the city. This process allows us to receive work requests from our clients, manage inventories, and provide both hard-copy and digital records for all work performed during the life of a contract, and beyond.

Mariposa's success stems from our ability to follow stated workflows and processes in both normal day-to-day work or in case of emergency, as detailed below.

« Cleanup operations are

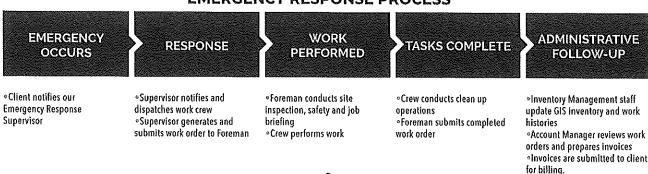
conducted

submit invoices for billing

NORMAL WORKFLOW PROCESS

OPERATIONS CLIENT SUBMITS WORK MANAGER **WORK PLANNED** TASKS COMPLETE PERFORMED **WORK ORDER** SCHEDULES CREWS · Operations staff receive external · Local resident notifications are Foreman receives orders · Crew performs work following oForeman submits completed «Work site inspections conducted the industry's best practices and work orders and prepare internal sent out work orders inventory work orders «Traffic control measures are Job site and safety briefings procedures management staff update GIS prepared Safety procedures and policies olnventories and Work Histories ·Administrative staff prepare and are adhered to

EMERGENCY RESPONSE PROCESS



Process Quality Control

Commitment to Quality Service

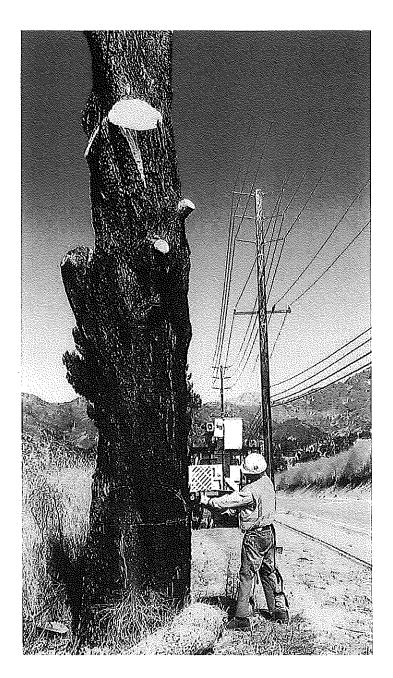
It is our goal to provide professional tree care services with an **emphasis on results**—what we as a contractor, and ultimately city management will be judged by. It is our goal to provide professional results that adhere to the intended desires outlined in the specifications of work. We intend to provide clean and well-maintained trees that make both city staff and residents proud.

Documentation

Before the actual start of contract work, our staff will ensure that all necessary documents and insurances are **submitted** and approved by the city. Throughout the life of the contract, we will maintain and update all records and documentation, and provide details upon request.

Scheduling

Before the first Mariposa Tree Management employee starts work, a **detailed schedule** will be submitted to the designated point of contact for approval. The schedule will include all approved tree care activities for the fiscal year. We will be ready to start work once we have received confirmation that the schedule has been approved.



Arboriculture Expertise

Certified Arborist Services

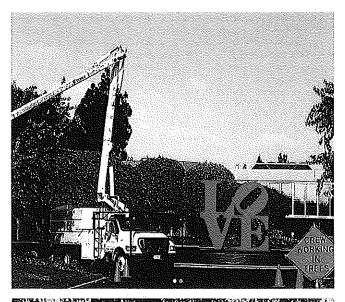
Mariposa Tree Management Inc. is proud to employ several highly experienced Certified Arborists, Tree Risk Assessment Qualified Arborists, and Arborist Consultants. Our arborists will follow all guidelines specified in the RFP, to provide timely and accurate reports at the city's request.

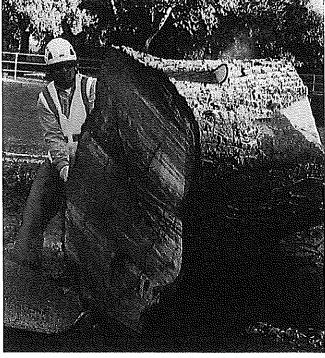
Tree Planting and Care

Young trees require significant attention and resources. All planting and young tree care operations will follow the ANSI 300 guidelines, and the services provided section of this proposal.

Inventory Management Program

Using the latest in urban forest management software, Mariposa will ensure accurate and up-to-date accounting of the city's urban forest inventory.







Public Safety & Communication

he safety of the public and our employees is of paramount importance Mariposa Tree Management. All work sites will have proper signage, high-visibility clothing, lighting, and designated safety coordination personnel to ensure the safety and wellbeing of everyone involved.

Local Resident Notification

Informing local residents of upcoming work is critical. Mariposa uses pamphlets and door hangers to notify local landowners of any upcoming scheduled operations and to share our company's contact information. Before any operation begins, we use traffic control signage and cones to inform residents of our scheduled work at least 72 hours in advance.

Traffic Control

Traffic control procedures will be set-up in accordance with city safety and permitting policies and guidelines. Mariposa Tree Management employees will ensure normal flow of traffic over public roads. High visibility signage, cones, and reflective clothing will be used following city, state, and company safety requirements. Unless work sites are completely barricaded, a designated safety watchperson will always coordinate pedestrian and vehicular traffic through the area, while work operations are in progress.

Complaints

Mariposa's communication policies keep resident complaints to a minimum. However, any complaints received from either city officials or residents are handled by our supervisors directly.

Accidents

In the rare event of an accident, Mariposa has an established accident reporting system and training program for all employees. Every vehicle is equipped with personal injury, vehicle accident, and property damage reports. In the case of an accident all employees use their provided forms to gather and report all information to management, any affected residents, and city officials.

Emergency Communication

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour, toll-free phone number will be provided to the city for emergency calls. We also use other forms of communication, such as email, two-way radios, and cellular phones. Our response times will exceed the city's expectations.

Environmental Protection

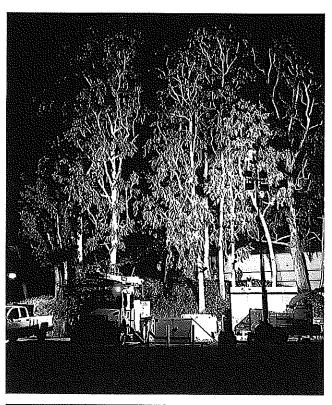
ariposa Tree Management crews will follow all required laws and regulations concerning storm water management and national pollutant discharge elimination regulations. Our staff will also adhere to all city, state, and federal best management practices concerning cleaning, waste disposal, and landscaping.

Urban Lumber Recycling

Our green waste recycling program involves species identification and sorting, converting waste into mulch, and recycling of mulch for use in future landscape operations. In the event that certain species, or specific trees are identified as urban lumber, those trees are cut to current timber harvesting specifications and donated to interested parties. Mariposa Tree Management adheres to AB939, and is fulling committed to landfill diversion.

Green Initiatives

Mariposa Tree Management actively promotes a "green" environment and energy conservation methods and philosophies. With tree management, we advise clients on **optimum water usage** for their urban forest. We have also transitioned to a majority hybrid vehicle fleet and equipment. Our offices minimize paper usage and participate in recycling.







Wildlife Protection Plan

rban forestry operations pose many risks to wildlife, including noise, habitat disruption, and vehicular accidents on roads and trails. At Mariposa Tree Management, it is our goal to provide the best service while also protecting wildlife and wildlife habitats that we encounter.

Procedures and Training

Mariposa Manager Dennis Jones is a Certified Wildlife Protector. His knowledge and expertise are shared with every employee on a daily basis, but most importantly he instructs all personnel on the following proper wildlife protection procedures as part of our quarterly training operations.

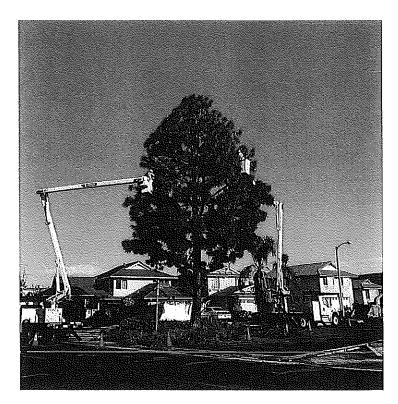
1. Awareness. Αll Mariposa employees are trained to visually inspect every work site for signs of wildlife, Taking a few moments to look around the site for nests, dens, droppings, footprints, and animals themselves is part of every crew's initial set-up procedure.

Step 2. Reporting. If signs of wildlife are found at any time during our crew's operation, they are instructed to report it to the onsite foreman, and if necessary, to their field supervisor.

Step 3. Isolation. When a wildlife habitat is located, our crews are trained to maintain their distance and work around the

location so as not to disturb the creature or its home.

Step 4. Expert Guidance. As part of our foreman's daily preparation, the contact information to local animal control centers are recorded and maintained to guarantee guick and easy expert assistance. Our staff and crews are also trained and experienced in working with wildlife biologists during mating, and nesting seasons to identify specific animal species and habitats. Using the guidance of the wildlife biologist, our crews have been able to complete their urban forestry tasks, while also protecting wildlife habitat during critical seasons.



Tree Planting & Young Tree Care

Purchasing & Storage

Our account managers are thoroughly experienced in the tree purchasing process. We have long-standing relationships with numerous nurseries across Southern California which allows us to access trees from multiple resource points. When needed, clients can also store trees at our main yard in Irwindale.

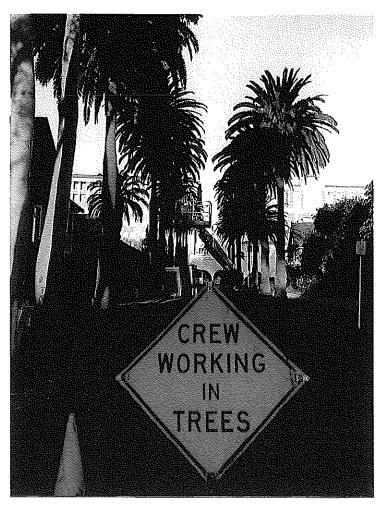
Planting

Our highly-trained tree workers are adept at planting seedlings, and saplings. Using **proven planting methods** and procedures, we can maintain high survivability rates for your young trees. All newly planted trees come with a 90-day warranty.

Ensuring **proper root barrier** installation and adherence to urban forestry methods and best practices is of utmost importance to prevent future problems for clients.

Young Tree Care

Mariposa takes every precaution to ensure young trees grow into healthy and structurally-sound adults. Using proven sapling-training methods, we can increase the strength of young trees, and increase productivity of the best branches. This process includes removing dead, broken, weak, or diseased

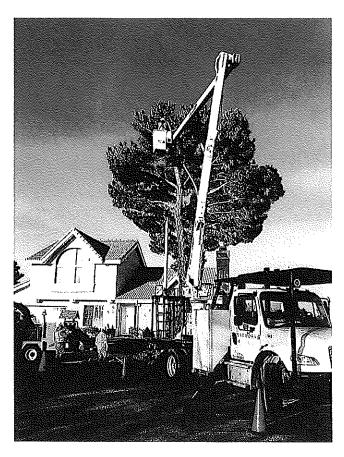


branches and selecting and promoting the growth of a "central leader," as well as selecting the lowest permanent branch, the main "scaffolding" branches, and removing their competitors. Lastly, we regularly prune temporary branches to maintain health and reduce competition for nutrients and water.

Pruning Services

fter years of urban forest management for clients around Southern California, Mariposa has in-depth pruning experience and knows how to match the right technique for the right tree.

- Prune to Raise Raise the canopies of trees for vehicular and pedestrian access.
- Prune for Structure Provide proper clearances for trees in their youth, in order to reduce hazards as they grow and age. This method is the most cost-effective means of pruning available. This method addresses trees with a strong central leader by reducing or removing co-dominant stems.
- Prune to Clean Remove dead, diseased, and hazardous branches from a tree's canopy.
- Prune to Thin Perform a cleaning and remove overcrowded branches. This method is used to provide light penetration and reduce wind resistance within the canopy. No more than 25 percent of live foliage should be removed during any single thinning cycle.
- Prune to Reduce Reduce the size of the trees that have been thinned repeatedly over many years. This method can also be used to reduce the overall stress on a tree due to recent root cuttings or disruptions.
- **Prune Palms** Remove hazardous and messy frond fruit, seeds, and dead or dying fronds.





Tree Maintenance

Inspection

Mariposa Tree Management's certified arborists and tree workers have years of experience in detecting hazards in trees throughout the urban environment and nearby forests.

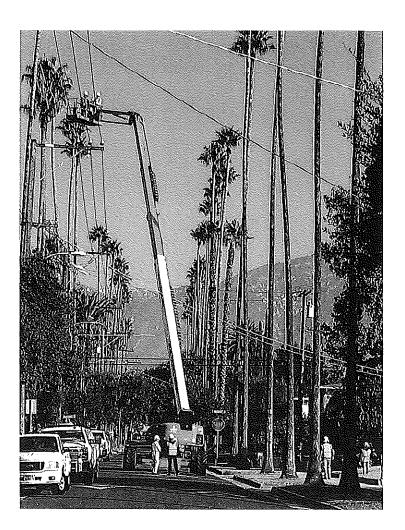
Our crews are trained to observe and report potential hazards while they perform their duties. Many times, physical defects in trees are not visible from the ground and can only be seen once aloft. Our climbers and bucket operators are trained to look for defects and **immediately report hazards** to their supervisor. If we locate a urgent hazard, we follow up with our designated city point of contact as soon as possible.

Hazard Tree Analysis

We deliver comprehensive hazard tree analysis and consulting services. These services include detailed reports on which trees are affected, their risk assessment, and our recommended course of action.

Cabling & Bracing

Mariposa Tree Management provides expert cabling and bracing services to help **reduce the risk** of a tree's branches and stems from breaking. We use the latest cables and equipment, as well as pre-deployment testing.



Foliar and Pesticide Treatments

We are proud to employ certified applicators to provide expert services to our clients. Our applicators are trained to ensure proper safety procedures and correct application methods are used to maintain the health of your urban forest.

Tree Removal

ariposa Tree Management offers complete tree removal services from start to finish. Our highly-trained and safety-oriented tree care experts will designate a work area, provide traffic control, use the latest safety equipment, cut the tree, and haul away the debris.

Stump Removal

We use the latest equipment to provide either full stump removal or stump grinding services.

Debris Hauling

Providing safe and clean environments throughout the tree care process is very important to us at Mariposa. Using our chippers, loaders, containers, and utility dump trucks, hauling away debris from the work site is fast and efficient. As part of our waste disposal service we ensure that green-waste, and anything else that can be recycled, is taken to the proper facilities.



Urban Forest Management

Weed Abatement

Mariposa Tree Management complete weed abatement services. We are proud to employ certified applicators who are trained to mix and apply herbicides and pesticides that will reduce and remove unwanted vegetation.

Non-Native Vegetation Removal

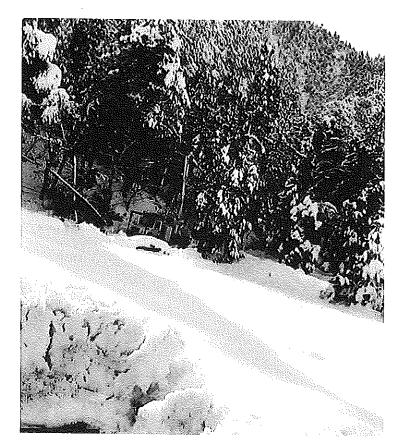
Non-native and invasive species tend to grow fast and can be difficult to remove once established. Mariposa Tree Management is proud to provide removal of these threats to your urban forest. We also specialize in treating the area to reduce the ability of unwanted plant species to return. We ensure that our employees are careful to remove the plants according to your specifications.

Fire Clearance

Fire Return Intervals in Southern California are an increased risk for clients across the region. Mariposa Tree Management is committed to reducing fire hazards by providing pruning and removal services along right of ways and roadways, which prevents wildfires from jumping to an adjacent area. We ensure that proper clearances and distances are maintained in order to reduce a fire's intensity and ability to spread.

Landscape Demolition

Removing unwanted debris and clearing your landscape in preparation for your next project can be a big task. We provide skilled staff and the latest equipment to handle landscape demolition in even the most difficult situations. From tree removal to yard debris to landscape demolition to hauling, we provide complete and safe services to our clients.



Expert Services

Day Service Crew

Mariposa Tree Management is capable of providing a tree crew on a rental basis to meet the needs of our clients who may require additional tree maintenance services that are not on the normal schedule and not considered emergency work. One crew consists of a chipper truck, chipper, one aerial lift truck and the crew members assigned to each.

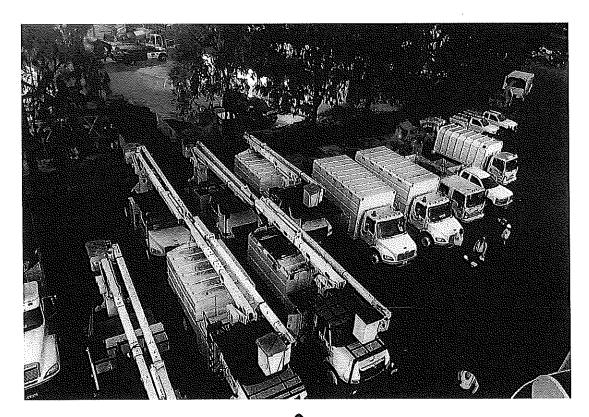
Emergency Services

Mariposa Tree Management always has a **24-hour emergency response crew** ready to deploy in case of a client emergency.

Our emergency response process begins once we get a client call. At that time, we immediately dispatch our crew, create a work order, inspect the work site, complete the job, perform a follow-up inspection, and invoice the client.

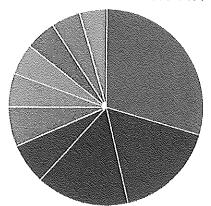
Tree Watering

We provide tree-watering services to many clients using one of two methods: 1) A one-man crew operates a water truck to water trees along specified routes, or 2) A one-man crew wears a backpack and follows a route on-foot to reach trees that are not easily accessible by vehicle.

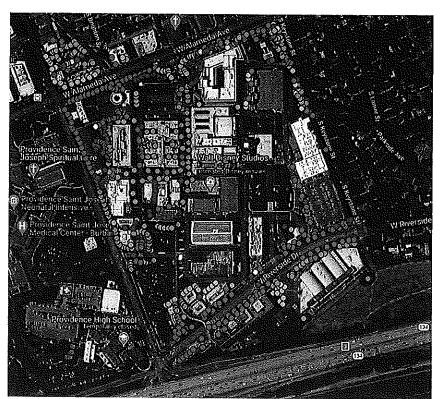




CLIENT TREE INVENTORY



- London plane 29.4%
- Chinese elm 16.9%
- Mexican fan palm 15.3%
- Camphor tree 7.6%
- Coastal live oak 6.7%
- Red Iron bark 5.2%
- Stump only 5.0%
- Jacaranda 4.8%
- Douglas fir 4.7%
- Redwood 4.5%



Inventory Management

ariposa Tree Management leverages the latest urban forestry management technology and software. "Tree Plotter" allows us to manage all of our client's information and property details in one easy-to-access location.

The software program creates and manages tree inventories, conducts statistical analysis and provides reports for our clients.

Each client receives their own personal user account login, which provides visibility into their inventory, reports, and maps of their trees.

The Tree Plotter software also allows us to create work orders, assign them to Mariposa's arborist crew leaders, and maintain an updated work history for a specifi c client inventory. This delivers maximum transparency for both contractor and client, providing easy access to all aspects of inventory, from creation to billing.

For more details about how Mariposa's inventory management solution helps our clients we can provide a full capabilities outline upon request.

Proposed Staffing

he management and crew at Mariposa Tree Management have more than 100 years of combined experience in urban forestry operations, customer service, account management, and inventory technology. In addition to our **vast experience** in the field, our staff has completed numerous certifications, courses and training in urban forestry, and natural resources education. These include degrees from educational organizations accredited by the International Society of Arborists, the Society of American Foresters and the International Society of Arborists.

Our team leverages years of experience working with its major clients, including the cities of San Marino, Moorpark, Los Angeles, Burbank, and Palmdale, as well as the counties of Los Angeles, San Bernardino, and Ventura when managing client relations. Mariposa Tree Management has mastered **efficient**, **detail-oriented relations** in every aspect of these contracts, including coordinating with city officials, generating work orders, managing inventories, completing tree work operations, and processing records for accounting.

Since its start, our tree division has completed **more than 1,000 contracts** ranging in value between \$500 and \$2.5 million. Over the past three years, Mariposa Tree Management teams have successfully completed contracts with Palm Springs, Pasadena, Los Angeles County, and Caltrans which were comparative in size and complexity to the requested services included in this proposal. These contracts included urban forestry operations with the following tasks: customer service, account management, inventory management, trimming, pruning, removals, planting, and arboricultural consultations. All these projects have been completed successfully.

The **contacts** and **qualifications** of the Mariposa Tree Management staff members primarily responsible for providing services and support for this contract are detailed below.



DENNIS JONES.

Vice President of Operations

- Roles: Supervision, Scheduling, Billing, Consultation, and Customer Support
- · Assigned for duration of project
- · Relevant work experience: 20 years in this capacity
- BS Degree in Urban Forestry from Cal Poly San Luis Obispo
- Certified Arborist WE-5700A
- TCIA Certified Tree Care Safety Professional #00843 (CTSP)
- Qualified Applicators License QAL 108771, Categories B, C, & F
- Tree Risk Assessment Qualified (TRAQ) International Society of Arboriculture
- Wildlife Protector Certification from the Wildlife Training Institute. #821
- ISA Municipal Specialist
- Notary Public



GULLIVER ERICKSON,

Operations Manager

- Roles: Scheduling, Dispatch, Emergency Contact, and Supervision
- Assigned for duration of project
- · Relevant Work Experience: 28 years in this capacity
- ISA Certified Arborist WE-10288A
- Qualified Applicators License #140377
- Tree Risk Assessment Qualified (TRAQ) International Society of Arboriculture
- · Certified Traffic Control Technician (ATSSA)
- TCIA Certified Tree Care Safety Professional #1528
- TCIA Certified Ground Operations Specialist



JANET LEIJA,

Administration

- · Roles: Clerical, Scheduling, and Billing
- Assigned for duration of project
- · Relevant work experience: 10 years in this capacity



BRANDON WILLIAMSON,

Estimator & Inventory Management

- Roles: Work Site Evaluations, Develop Project Proposals, Manage Tree Inventories, Work Orders, and Work Histories
- · Assigned for duration of project
- Relevant Work History: 3 years in the tree care industry
- AAS Degree in Natural Resource Technology Forest Resources from Mt. Hood Community College, Gresham Oregon
- · Certified Natural Resource Technician (MHCC)
- OSHA 30 Certified
- TCIA Certified Ground Operations Specialist



ORLANDO BAEZA,

Account Manager

- Roles: Supervision, Scheduling, Billing, Consultation, and Customer Support
- · Assigned for duration of project
- Relevant work experience: 10 years in the industry
- TCIA Certified Tree Care Safety Professional #1526
- TCIA Certified Ground Operations Specialist



RAUL APARICIO,

Account Manager

- Roles: Supervision, Scheduling, Billing, Consultation, and Customer Support
- · Assigned for duration of project
- · Relevant work experience: 10 years in this capacity
- · TCIA Tree Climber Specialist
- TCIA Certified Ground Operations Specialist
- · Certified Traffic Control Technician (ATSSA)



Employee Training

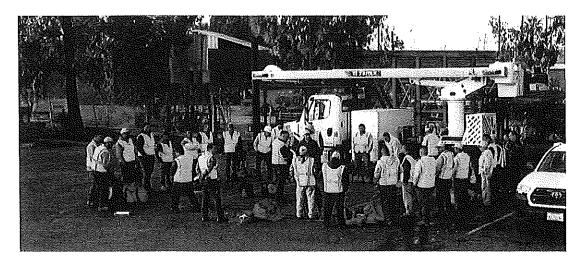
ariposa Tree Management provides a complete training program. Our goal is to enable our employees to progress to higher levels of pay and rank by acquiring specialized knowledge about tree maintenance. By providing training to all our workers, we become more efficient as a whole and provide better results for our customers.

Currently our training program involves learning in three areas: **Instruction, Safety, and Practical Knowledge.** We run a robust new-hire training program. We currently employ four Line Clearance Certified Personnel, and CPR & First Aid Training and EHAP certifications are maintained for all employees.

In addition to our new-hire training program, our supervisors also conduct regular training sessions. These sessions include instructing and evaluating foremen and crews on safety and current techniques of equipment operation, maintenance practices, chemicals, and fertilizers. Additional topics of training are listed below.

- Chipper Safety and Operation
- · Chain Saw Safety and Operation
- Pruning Techniques
- Aerial Lift Safety and Operation
- · Loader Safety and Operation
- · Safe Driving Tactics
- · Safe Small Equipment Operation
- · Planting Techniques

- · Traffic Control Safety and Techniques
- Tree I.D. (General and Account Specific)
- · Fertilizer Use and Application
- Chemicals: Herbicides, Fungicides, Insecticides
- · Aerial Rescue
- Emergency Situations
- Arboricultural Injuries



Equipment & Fleet

ariposa Tree Management maintains a state-of-the-art fleet of vehicles and tree trimming equipment. In addition to numerous chainsaws and other small pieces of equipment, the following pages contain a list of our major vehicles and large equipment.

Equipment Breakdowns

We have a fleet maintenance division that is responsible for the care of all vehicles in our fleet. In the case of breakdowns, we have a mobile mechanic equipped with a vehicle outfitted with the tools and equipment to perform immediate repairs in order to keep our crews working with **minimal downtimes**. In the case of a catastrophic equipment breakdown where our in-house mechanics are unable to perform an on-site repair, we contract for roadside assistance to all our vehicles, which provides tow services to our preferred certifi ed repair shop.

Emission Control Plan

The majority of the Mariposa Tree Management vehicle fleet and equipment is powered by environmentally-friendly sources. We are an ecoconscience company and use every operations expansion to incorporate green practices as much as possible. Mariposa works with all its clients to assure optimum water usage in their forests. We are also committed to continuing to improve on our transition to new eco-friendly equipment as technology improves. We are also diligent in our fleet maintenance in order to ensure that our older equipment is kept at optimal conditions. Doing so dramatically reduces their emissions and their impact on the environment.

Inspections and Certifications

All our vehicles and equipment are inspected according to industry best practices.

















Subcontractors

Mariposa Tree Management Inc. does not intend to use subcontractors for this project

Submitted By: Mariposa Tree Management Inc.

PROPOSAL



TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

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

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

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

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

Dated this 21st day of January	<u>, 2021</u> .
BIDDERS INFORMATION:	Terry Noriega
was weard	Terry Nonega
Signature	Name (Please Print or Type)
President	
Title	
Mariposa Tree Management Inc.	
Firm Name	
6232 Santos Diaz Street, Irwindale Ca. 91702	
Firm Address	
(626) 960-0196	
Firm Business Phone No.	
Terry@mariposa-ca.com	
E-mail Address	

BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

ITEM		ESTIMATED		UNIT	EXTENDED
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
	GRID TREE PRUNING				
1.	Grid Tree Trimming	2,500	EA	\$68.00	\$ 170,000.00
	GPS TREE INVENTORY / ONLINE	MAINTENAN	CE A	CCESS	
2.	GPS Tree Inventory and Software	1	LS		\$ included - no cost
	SPECIAL REQUEST TREE PRUNIN	G IN DBH			
3.	Extra Small Trees (0"-6")	1	EA	\$ <u>50.00</u>	
4.	Small Trees (7"-12")	1	EA	\$ 100.00	
5.	Medium Trees (13"-24")	1	EA	\$ 188.00	
6.	Large Trees (25"-30")	1	EA	\$282.00	····
7.	Extra Large Trees (>31")	1	EA	\$470.00	
8.	Palm Trees	1	EA	\$ 100.00	
9.	Pine Trees	1	EA	\$ 350.00	
	SPECIAL REQUEST TREE REMOV	AL IN DBH			
10.	Extra Small Trees (0"-6")	1	EA	\$ 75.00	
11.	Small Trees (7"-12")	1	EA	\$ 250.00	···
12.	Medium Trees (13"-24")	1	EA	\$ 500.00	
13.	Large Trees (25"-30")	1	EA	\$800.00	
14.	. Extra Large Trees (>31")	1	EA	\$ 1,000.00	-
	SPECIAL REQUEST STUMP REMO	VAL IN DBH	[
15.	. Extra Small Trees (0"-6")	1	EA	\$ 75.00	
16	. Small Trees (7"-12")	1	EA	\$ 100.00	-
17	. Medium Trees (13"-24")	1	EA	\$ 200.00	
18	. Large Trees (25"-30")	1	EA	\$ \$330.00	·····
19	. Extra Large Trees (>31")	1	EA	\$470.00	-

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM			
NO.	DESCRIPTION	UNIT	PRICE
1. Eme	ergency Call-out (3-man crew w/equipment)	HOUR	\$ 400.00
2. Lab	or Rate	HOUR	\$ 94.00
3. Cre	w Rental (3-man crew w/equipment)	HOUR	\$ 285.00
4. Spe	cialty Equipment Rental (100-ft Boom Truck)	HOUR	\$ <u>150.00</u>
5. Tree	e Injection	PER INJECTION	\$ 20.00
6. Arb	porist Services / Tree Inspection	HOUR	\$ 100.00

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

CLIENT REFERENCES

t Mariposa Tree Management, we pride ourselves on **excellent client service**. The contact information for many of our current tree maintenance clients is listed below. We provide most or all of the following services for these municipalities: tree pruning, tree removal, GIS mapping, arborist surveys, palm pruning, tree planting, plant healthcare services, hazard tree analysis, tree watering, emergency services during normal business hours and on a 24-hour basis. Learn more about the services we provide in Section 3.



CITY OF THOUSAND OAKS

Contact: Chris Meske
805-376-5090
CMeske@toaks.org
1993 Rancho Conejo Blvd. Thousand Oaks, Ca 91320
Tree Maintenance Services April 2015 to present



CITY OF SAN MARINO

Contact: Sammy Estrada
626-375-4246
Sestrada@SanMarinoCA.gov
2200 Huntington Drive San Marino, Ca 91108
Tree Maintenance Services July 2014 to present



CITY OF PALMDALE

Contact: Steve Montenegro

661-267-5300

Smontenegro@cityofpalmdale.org
39110 3rd Street East Palmdale, Ca 93550

Tree Maintenance Services October 2016 to present



CITY OF PASADENA

Contact: Kenneth Graham

626-484-8536 kgraham@cityofpasadena.net 100 North Garfield Ave. Pasadena, Ca. 91109 Palm Tree Pruning Services 2019 to present



COUNTY OF LOS ANGELES

Contact: Robert Eisenhamer
626-458-3155
reisenha@dpw.lacounty.gov
900 South Fremont St. Alhambra, Ca 91803
Tree Maintenance Services Date: August 2019 to present



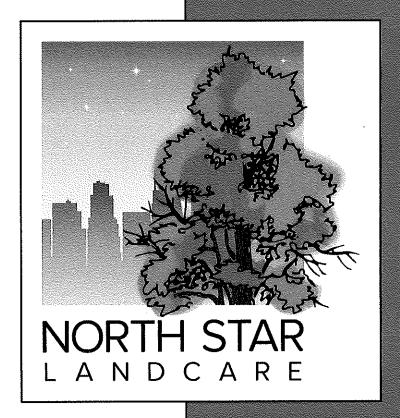
VENTURA COUNTY PARKS

Contact: Theresa Lubin
805-477-7111
Theresa.lubin@ventura.org
11201 Riverbank Drive, #A1 Ventura, CA 93004
Tree Maintenance Services February 2015 to present



January 21, 2021

City of Santa Fe Springs Request for Proposal For Tree Maintenance Services



NORTHSTARLANDCARE.COM (562)674-3076 LIC# 1034669 DIR# 1000046611





TABLE OF CONTENTS

1.	Letter of Offer2
2.	Qualifications of the Firm3
3.	Proposed Staffing\1
4.	Subcontractors20
5.	Bid Schedule21
6.	Client References23
7.	Rights to Materials 25



At North Star, our moto is:

Doing what is right for the tree, while reducing the liability for the City, through the use of Technology.



Letter of Offer

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

RE: Tree Maintenance Services

Due: Thursday, January 21, 2021 at 3:00 p.m.



North Star Land Care ("North Star") is pleased to submit a proposal for the City of Santa Fe Spring's Tree Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding Cities such as Huntington Park, Maywood, Los Angeles County and City of Lynwood. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the City of Santa Fe Spring's professional tree maintenance services. We have reviewed, understand, and agree to the terms and conditions described in this RFP attesting that all information submitted in the proposal is true and correct. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions.

North Star management team has a track record of working with many cities throughout Southern California since 1994.). North Star does not intend on using any subcontractors. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/22. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and will obtain a City of Santa Fe Springs business license upon being awarded this Tree Maintenance contract.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional in-house arborists, diligent staff who provide the best tree maintenance by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the City and its tree related needs.

Assigned contacts for this important project are as follow: Area Manager, Tony Martinez (310) 704-9885 tony@northstarlandcare.com Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com Business Development, Salvador Covarrubias, (562) 674-3076 salvador@northstarlandcare.com

As the President of North Star Land Care, I, Jose Antonio Martinez have the official authority to bind our company to the City of Santa Fe Spring's proposal requests. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 90 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (562)674-3076 or tony@northstarlandcare.com. Sincerely,

Jose A. Martinez

President

North Star Land Care 10831 Downey Avenue Downey, CA 90241 (562)674-3076

info@northstarlandcare.com

QUALIFICATIONS OF THE FIRM

North Star Land Care is a new venture founded by Mr. Jose Antonio Martinez. Although North Star is a new venture, Mr. Martinez brings over 25 years' experience providing complete tree care maintenance. In 1993 Mr. Martinez was one of the youngest Certified Arborist in the world. Mr. Martinez is responsible for overseeing all aspects of the business but has assembled a multi-faceted team which makes North Star not only subject matter experts but progressive in its approach to managing the company. Quality and continuous improvement are at the forefront of day-to-day operations. We strive to provide superior customer service. With this is in mind, North Star specializes in the full tree care maintenance services and prides itself on the quality of properly maintaining all trees for our clients in a professional and timely manner ensuring tree related public safety at all times. Currently there are four (4) Certified Arborist on staff and two (3) team members have been identified as candidates for certification with a total of 20 full time staff. We provide a web-based database, "NS TREE CLOUD", with complete tree inventory and relevant service data and characteristics.

Please see table below for complete company details.

	North Star Land Care
Company Name	10831 Downey Ave
Address	Downey, CA 90241
Phone Number	(562)674-3076
Federal Tax Identification Number	82-4619683
DIR Registration Number	1000056611
California Contractor License	1034669
License Types	C61 D49, C27, (Tree Services & Landscaping)
Type of Business	California Corporation
Industry	Municipal Tree Maintenance
Combined Years of Personnel Experience	50+ years

North Star prides itself in building relationships not only with the City but also with the communities we work in. Part of our Community Benefits participation will include joining the Santa Fe Springs Chamber of Commerce

North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star has the experience to perform work assigned by the city of Santa Fe Springs in a timely manner and within allocated budget. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

LICENSING

North Star is a licensed contractor in the State of California (state License # 1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611.



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



........ 1034669

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.... SE NORTH STAR LAND CARE

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01/31/2022

www.csib.ca.gov







State of California

Department of Industrial Relations

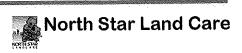
Contractor Information

Legal Entity Name
NORTH STAR LAND CARE
Legal Entity Type
Corporation
Status
Active
Registration Number
1000056611
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address

10831 Downey Ave. Downey 90241 CA United States of America

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The ACORD name and logo are registered marks of ACORD



WORK STATEMENT

Upon award of contract our firm would begin the tree inventory on the area that is scheduled for this fiscal year. We can collect anywhere between 200- 600 tree sites per day via a Global Positioning System device, depending on weather, satellite availability, attributes to be collected, and number of field data collectors. The collected information will be available to the City and will also be available for use in the City's Geographical Information System (GIS). The City inventory is estimated at approximately 2,500 trees. The City is currently divided into predesigned districts. We should have the entire City collected anywhere between 35-70 days, depending on criteria to be collected and number of collectors. Once we have the pre-designed districts collected, we will assign scheduled work to our Manager who will instruct his assigned foreman to notify the residents via pre-approved door hangers and NO PARKING signs.

Our process is as follows:

Week 1 Collect, organize, and upload City inventory onto our Database called; 'NS Tree Cloud'

Week 2 Notify Residents that work is scheduled to begin on their streets by passing out City approved door hangers in English and Spanish with City and Company contact information. We will also post City approved 'NO PARKING' signs with work dates. Our tree crew will be assigned a work order and will begin the scheduled tree pruning cycle and work order will be updated at the end of the day. Work history will reflect accurately, and City budget will get instantly updated. City representative will be able to see updated tree budget on their provided dashboard.

Along with the scheduled tree pruning for the year our company is prepared to have a Special Request crew available to perform unscheduled tree work to help ease resident requests on City Staff. We will also have a dedicated Tree Removal Crew available for city-wide removals with tree stumps removed within 48 hours. All tree stumps will be scheduled for removal once we have notified USA 'Dig Alert'.

Emergency Crew staff contact information will be shared with key City Staff in order to provide prompt 24/7 tree emergency response.

Every two weeks a billing detail with all work performed will be generated via the NS Tree Cloud database and submitted to the City for review. Once City staff approves the work performed an invoice will be generated and submitted to the City. The tree crew will NOT move from one grid until it is fully completed, once completed they will continue onto the next scheduled grid.

INFORMATION MANAGEMENT/DATA BASE

Computer Software System "NS TREE CLOUD"

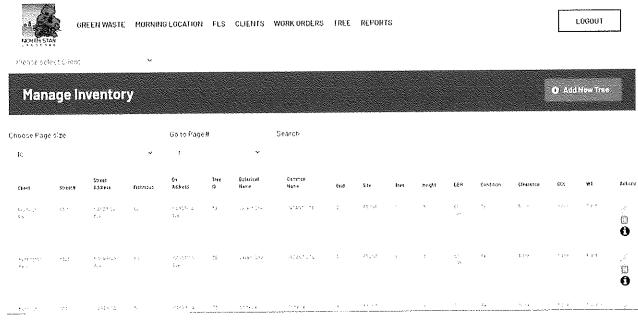
North Star has a proprietary web-based database that is user friendly and exceptionally reliable. This system uses the most modern and innovative technology out in the market. It provides real-time updates on inventory, work orders, work history, green waste, budget, reports, and GIS mapping through stored shapefiles, thus making it a real viable solution to City needs.

How Inventory Is Collected or Imported?

A Certified Arborist will walk the streets with a Handheld GPS System and Create an Arc View File, with each tree site entering the information to be imported into the database. This will include but not limited to: Address, On Address, Tree Site, Tree number, Species of Tree, DBH of Tree, Height of Tree, Canopy radius, parkway, Street parking, Overhead Utility Lines, recommended maintenance, visible tree condition, tree health, and tree images. If the city already has inventory and work history from prior years, we will take the information store it and import work history into our system making accessible to both City and North Star,

Important and Detailed Information for Each Site

The system provides accurate and up to date records of each tree being worked on in the city with real-time updates. Each Tree has a specific ID and is unique to our system, so no tree has the same ID. You have the capability to print or export tree sites, work orders, work history, frequency reports among other things. By visiting work history, you will have the entire history of each tree as well as recommendations.





Client Database

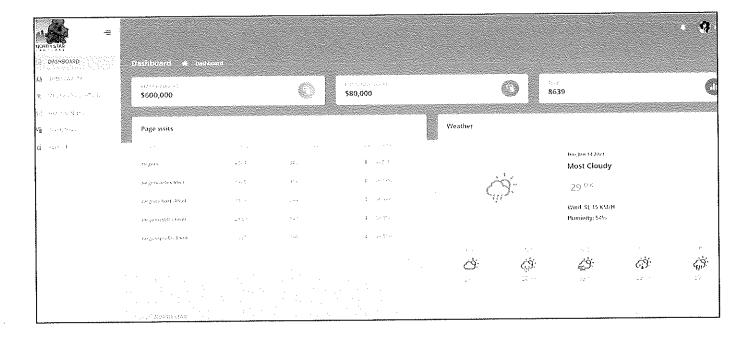
City staff will have access to view and track work orders, as well as the ability to create work orders to maintain accurate work history records, as is the case when City crews respond to any tree work. City will have ability to upload service request lists onto the database and email their North Star representative. The annual tree budget as well as a running budget is available by logging on to the database. Frequency reports such as green waste are available as well as work orders, billing details, work history, invoicing history, and GIS shapefiles are available upon request.

Dashboard

On the Dashboard, city staff will be able to see their City tree count, with their budget amount, their remaining budget, weather reports to notify of any upcoming inclement weather, and some City tree statistics.

Work Orders and Billing

City staff will be able to create work orders, track them on a live basis, be able to know the progress of that individual job and receive instant progress for that work performed. Our supervisors are equipped with iPads so they may update work orders and update the status of each individual job on a day-to-day basis.

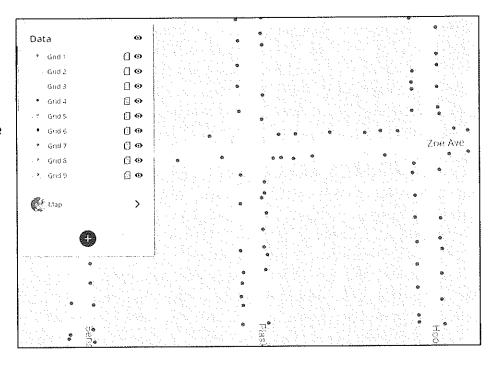


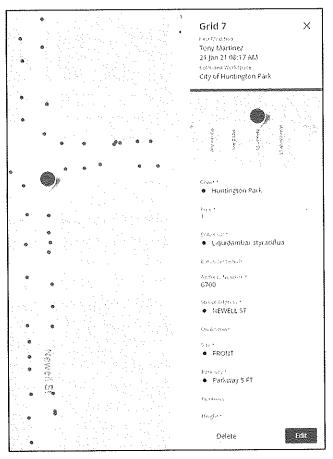




Data Collecting

At North Star we are committed to properly updating the City of Santa Fe Springs's Urban Forest through accurate data collection. Upon award we will be ready to collect and update all tree data within 8 weeks at no charge to the City of Santa Fe Springs.





Tree Attributes Collected:

- -Site Location
- -Species
- -Height
- -DBH
- -Estimated Monetary Value
- -Photographs
- -Visual Condition
- -Grid Location
- -Health

QUALITY CONTROL PLAN

Below is the typical technical approach and define quality control plan. However, the technical approach can be modified to meet the needs of the City.

PERFORMANCE OF WORK.

1. Daily - Weekly Supervision:

- a. Report to City representative on an as needed basis; to be determined by City Staff.
- b. Supervise tree services crew to maintain proper trim patterns.
- c. Supervise traffic control.
- d. Report any damages or injuries within one hour of occurrence.
- e. Respond to any residents'/personnel complaints or questions concerning project.
- f. Final inspection of tree work to insure proper clean-up on daily basis.
- g. Maintain daily records of hours worked by each employee and work completed.
- h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also, North Star shall on each Friday, or as specified by the City, submit to the City (Engineer a weekly copy of daily work reports throughout the term of the contract. In addition, the contractor shall advise the Grounds Supervisor of the following Week's schedule. Daily work records shall be formatted for easy translation in the AGENCY" S Excel program or as directed by city staff.
- i. Staff will notify the City of any changes in start date of each tree maintenance operations at least 48 hours in advance. Should North Star discontinue work for any reason, the City must be notified immediately as to the rationale behind the shutdown and the restarting date of operations.

2. Work Schedule:

- a. Staff will start the tree trimming project within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
- b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any tree work in the City or as directed by the City representative and Grounds Supervisor.
- c. Staff must notify residents 72 hours in advance prior to restricting street parking or access to work area and will post "No-Parking" signs with the date of work to be performed including notification of tree trimming on each sign 72 hours in advance of operations.
- d. Only one job site shall be worked at a time unless specifically approved in advance by the City Inspector or his authorized representative.



e. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. Tree trimming schedule will be modified, as necessary, during the course of the contract based on City trimming needs.

3. Tree Work Performed:

- a. Will be according to the International Society of Arboriculture or National Arborist
 Association and to the City specifications (see detailed specifications of Request for
 Proposal).
- b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
- c. Hazardous Tree Notifications: Staff will report to the City Arborist/ Grounds Supervisor of any tree defects or hazardous trees within an hour of notice.
- d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
- e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- f. Staff will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to personnel or others near work site, work is to immediately cease, and the appropriate utility company notified by North Star.
- g. Sprinkler repair will be made immediately. All North Star Supervisors' trucks are equipped to handle most sprinkler repairs as they occur.
- h. No hooks, gaffs, spurs, or climbers will be used by anyone employed by North Star for tree trimming. Plants or other material growing on the trees shall be removed at ground level at time of trimming.

4. Wildlife Protection Plan:

- a. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any tree work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
- b. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

5. Hours of work in City:

a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)



- b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed.
- c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. Emergency - On Call Work

- a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
- b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text or email.
- c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers.

7. Clean-Up & BMP

- a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
- c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
- d. Staff shall fully adhere to the City's BMP practices.
- e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
- f. Vehicle washing, mechanic or other non-storm or other activities shall be contained within the project site using the right BMPs.
- g. Staff will adhere to Federal, State, and local requirements for BMPs.

8. Compliance with Laws and Regulations:

a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

- a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
- b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
- c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the

workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Brochure/letter:

a. North Star will provide the City a sample brochure "Public Notice of the Tree Trimming Program" for approval before starting any tree work in the City. Once sample brochure has been approved, final draft will be printed and distributed 24 to 48 hours prior to commencing any tree trimming work. A sample copy has been included in this proposal.

11. Photographs:

- a. North Star will supply the City representative photographs of "Before and After" trimming that is suitable for reproduction if required.
- b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

12. Disposal of Materials:

- a. All tree branches produced as a result of North Star's operations will be reduced, reused, recycled, and/or transformed.
- b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939.
- c. All tree branches chipped and/or mulched shall be made available free of charge to the City.
- d. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

13. Public Safety/ Traffic Control:

- a. North Star shall furnish, erect, and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
- b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
- c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
- d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
- e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree trimming operations are suspended for any reason, North Star shall remove all

equipment and other obstructions from that portion of the roadway open for use by the public traffic.

f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.

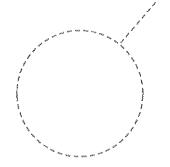
h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

14. Customer Service:

- a. In the forefront of providing great customer service we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs, who bring all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently.
- b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.

15. Training

- a. When hired at North Star, our employees go through orientation where they will become aware of dangers that may arise on the job site as well as be given a description and their duties assigned to their role.
- b. In the first 2 week, employees will have on field training where a field manager will be assisting them in learning day to day operations.
- c. Twice a year North Star sends out employees to develop more specialty training from CPR training, Aerial Rescues, and Traffic Control.
- d. Weekly, our Safety Coordinator presents a tail gate meeting where we cover safety topics for our North Star workers to be reminded that do our daily work in the safest manner.



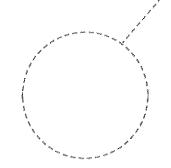
CITY OF SANTA FE SPRINGS



TREE MAINTENANCE NOTICE

The City of Santa Fe Springs has awarded the pruning of parkways trees to NORTH STAR LAND CARE a professional tree contractor. The contractor will be managing trees on your street within the next couple of weeks. There will be "NO PARKING" signs posted due to the danger of falling limbs. There will be NO PARKING" between the hours of 7:00 am to 4:30 pm. Please do not park on the street until the trees have been pruned and the area cleaned. Additionally, due to the high risk of our work we ask that all people stay outside of our immediate work zone, and property be removed from underneath the tree canopy during the pruning operations. Your cooperation is very much appreciated. If you should have any questions or concerns, please feel free to contact the:

Public Works Department 11710 Telegraph Rd, Santa Fe Springs, CA 90670 Phone: (562)868-0511 NORTH STAR LAND CARE (562) 674-3076



CIUDAD DE SANTA FE SPRINGS



NOTIFICATION DE MANTENIMIENTO DE ARBOLES

La ciudad de Santa Fe Springshaconcedido el mantenimiento y el corte de Arbolesa NORTH STAR LAND CARE un contratista profesional de árboles El contratista trabajara en los árboles de sucalle en las próximas semanas Habrá anuncios de 'NO PARKING' Para avisarles a los residentes que No Habrá estacionamiento entre las horas siguientes: 7:00 am a 4:30 pm. Por favor no se estacione durante este horario hasta que el trabajo haya terminado y

la calle este completamente limpia y segura. Seria recomendado que se estacionara fuere del área de trabajo. Les pedimos que no haiga gente dentro el área de trabajo por el riesgo que existe, por favor de mover propiedad fuera de abajo del árbol. Agradecemos su cooperación y compresión. Si tiene alguna pregunta por favor llame:

Public Works Department 11710 Telegraph Rd, Santa Fe Springs, CA 90670 Phone: (562)868-0511 NORTH STAR LAND CARE (562) 674-3076

PROPOSED STAFFING

North Star's Project Team and Key Personnel is as follows

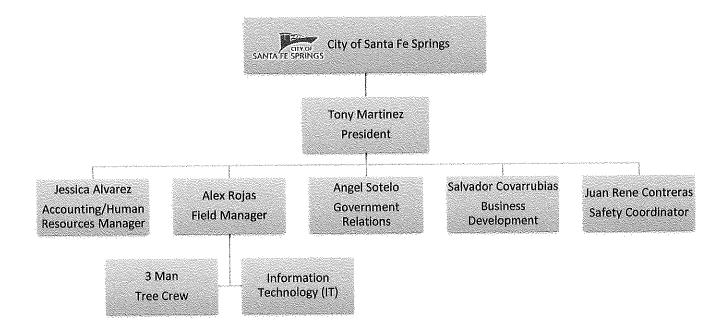








North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees. Eligible personnel are members of Laborers' International Union of North America (LiUNA Local 1184). Below are brief backgrounds on North Star's management team and key team members.



North Star's Executive Team

Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel J. Sotelo, VP Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in maintaining public agency relationship through community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the city to North Star in order to best serve the community.

Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.



Salvador Covarrubias- Business Development Manager

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Alex Rojas- Field Manager, Certified Arborist (WE-9493A)

Alex has over 12 years of experience in the tree maintenance Industry and in Landscape

Architecture. Alex holds a bachelor's degree in Graphic Design. Alex has managed over 30 tree

maintenance contracts throughout Southern California. He is an expert in data collection for

Municipal tree inventories. Alex is proficient in English and is authorized to act on behalf on

North Star.

Juan R. Contreras-Safety Coordinator, CAL OSHA Certified

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.

Saul Avalos-Supervisor, EHAP Certified

Saul has 5 plus years' experience in the Tree Maintenance/Landscaping Industry. Saul supervises the crew in the field for productivity, safety and ensures all work is completed by deadlines and to expectation.

<u> Manuel Hidalgo, Mechanic</u>

15 Years Industry Experience

Christian Serafin, Certified Ground Specialist

5 Years Industry Experience

Raul Hernandez, EHAP Certified

15 years Industry Experience

Mario Jimenez, Inventory Specialist

2 Years Industry Experience

Equipment List to be Assigned to the City of Santa Fe Springs

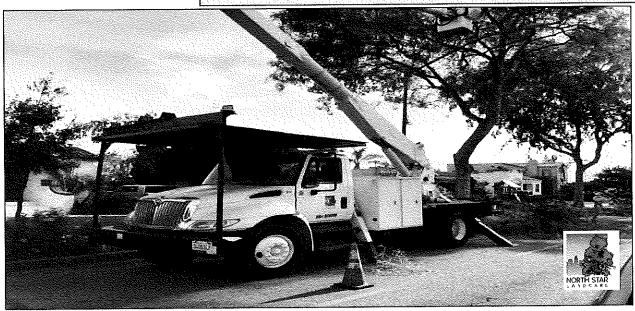
Our company has more than enough equipment and resources to fulfill our contract obligations with the city of Santa Fe Springs in a very professional manner. In the event more equipment is needed for this project, we will get it from our maintenance facility. We have a major inventory of equipment as mentioned above to fulfill all our other contractual agreements with our other City Clients.

Motor Vechiles/Equipment

- 4 Aerial Lift Devices
- 3 Chipper Dump Trucks
- 1 Stump Grinder
- 1 Skip Loader
- 1 Roll-off Truck
- 2 Brush Chippers
- 2 Arrrow boards
- 1 One-ton Dump Truck
- 1 Small Trailer
- 4 Pick Up Trucks

Tree Trimming/ Pruning Equipment/ Tools/ Safety Equipment:

- 10 Power chainsaws (large and small)
- 6 Pole pruners
- 2 Power Extensions 12' chainsaws
- 3 Sets of climbing gear
- 40 28" Safety cones
- Misc. Safety Equipment (Traffic and Pedestrian Signs)- Gloves, Safety Glasses, Hard Hats, Ear Plugs, Safety Vests, Stop & Slow Hand Signs and Safety Flags



SUBCONTRACTORS

No subcontractor shall perform work throughout the contract term.

BID SCHEDULE

BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

FEM		ESTIMATED		UNIT		EXTENDED
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE		AMOUNT
	GRID TREE PRUNING					
*	Grid Tree Trimming	2,500	FA	\$ <u>61.00</u>	_\$_	152,500.00
,	GPS TREE INVENTORY / ONLINE	MAINTENAN	CEAC	CESS		
2.1	GPS Tree Inventory and Software	1	1.5		*_	0.00
	SPECIAL REQUEST TREE PRUNIN	G IN DBH			-	
3.	Extra Small Trees (0"-6")	1	EA	\$ 50.00		
4.	Small Trees (7"-12")	1	EA	\$ 50.00		
5.	Medium Trees (13"-24")	1	EA	\$ 90.00		
6.	Large Trees (25"-30%)	1	EA	\$ 125,00	_	
7.	Extra Large Trees (>31")	1	EA	\$ 270.00	_	
8.	Palm Trees	1	EA	\$ <u>145.00</u>		
9.	Pine Trees	1	FA	\$ 385.00		
	SPECIAL REQUEST TREE REMOV	AL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	\$ 90.00		•
	Small Trees (7"-12")	1	EA	\$ 240.00		
12.	Medium Trees (13"-24")	1	ΕA	\$ 700.00		
13.	Large Trees (25"-30")	1	FA	\$ 995.00		
14.	Extra Large Trees (>31")	1	EΛ	\$ <u>1,500.00</u>	_	
	SPECIAL REQUEST STUMP REMO	VAL IN DBH	[
15.	Extra Small Trees (0°-6")	l	EA	\$ 60.00	_	
16.	Small Trees (7"-12")	1	EΛ	\$ 90.00		
17.	Medium Trees (13"-24")	I	EA	\$ 195.00		
18.	Large Trees (25"-30")	1	EA	\$ 275.00		
	Extra Large Trees (>31")	1	EA	\$ <u>350.00</u>		
	•					



Submitted By: North Star Land Care

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

TEM	DUCCONTINU	UNIT		PRICE
NO.	DESCRIPTION	£1111		TRICE
i. Emer	gency Call-out (3-man crew w/equipment)	HOUR	\$_	300,00
2. Labor	Rate	HOUR	\$_	90.00
3, Crew	Rental (3-man crew w/equipment)	HOUR	\$_	270.00
4. Speci	alty Equipment Rental (100)-ft Boom Truck)	HOUR	\$_	160.00
5. Tree l	Injection	PER INJECTION	\$_	25.00
6, Arboi	rist Services /. Tree Inspection	HOUR	\$_	125.00

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

North Star Land Care

CLIENT REFERENCES

Submitted By: North Star Land Care

REFERENCES

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

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

1.	Agency:	City of Huntington Park
	Address:	6900 Bissell St, Huntington Park, CA, 90255
	Phone No.:	(323)584-6274 Contact: Alvaro Encarnacion
	Project:	Tree Maintenance Services Year Completed 2018
2.	Agency:	City of Lynwood
	Address:	11750 Alameda St, Lynwood, CA 90262
	Phone No.:	(310)603-0220 Ext. 821 Contact: Cynthia Foreman
	Project:	Tree Maintenance Services Year Completed 2019
3,	Agency:	City of Maywood
	Address:	4319 E. Slauson Ave, Maywood, CA 90270
	Phone No.:	(323)562-5706 Contact: Abel Hernandez
	Project:	Tree Maintenance Services Year Completed 2019
4,	Agency:	City of El Monte
	Address:	3990 Arden Dr, El Monte, CA 91731
	Phone No.:	(626)434-6252 Contact/Jerry Moreno
	Project:	Tree Maintenance Year Completed 2020

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

Bid Proposal



The following are three (3) projects similar to this project:

Note- North Star Land Care is a new venture formed by two former key executives from Trimming Land Company (TLC). The City of Lynwood and City of Compton are two contracts acquired by TLC however, Jose A. Martinez and Angel Sotelo were instrumental in securing and managing the day-to-day operations of those respective contracts.

City of Lynwood

- Tree Maintenance Services currently under contract for \$600,000 per year. The contract
 was acquired in 2019. The contract entails trimming the City's approximate 15,000
 trees. North Star provides tree removal, emergency response, pesticides application,
 weed abatement, tree risk assessment, and tree planting services.
- Cynthia Foreman, former Public Works Operations Coordinator (310) 603-0220 Ext. 821
- Currently under contract

City of Maywood

- Tree Maintenance Services currently under contract for \$225,000 total contract amount.
 The contract was acquired in 2019. The contract entails trimming 1,858 trees. North Star provides emergency response and tree planting services.
- Abel Hernandez, Public Works Coordinator (323) 562-5700
- · Currently under contract

City of Huntington Park

- Tree Maintenance Services currently under contract for \$319,000 per year. The contract
 was acquired in 2018. The contract entails trimming the City's approximate 5,500 trees
 which is performed on annually on a pruning schedule. The city is divided into 9 zones
 and the entire tree inventory is processed within a three-year time period. In addition,
 North Star provides emergency responses to the City on a as needed basis per the
 contract terms.
- Daniel Hernandez, Director of Public Works (323) 395-1480
- Currently under contract















11330 Bullis Road, Lynwood, CA 90262 (310) 603-0220 x 200

August 29, 2019

Subject: Letter of Recommendation

To Whom It May Concern,

It is with great pleasure that I take this opportunity to provide a recommendation for North Star Land Care.

North Star Land Care was selected to provide high quality arborist services to the City of Lynwood. They also specialize in tree disease & insect infestation, citrus nematode, and tree and stump removals. North Star Land Care has and continues to provide high quality service to the Lynwood community.

I have observed North Star Land Care's delivery of service to the community with the handling of tree and shrub maintenance as well as the landcare. Their service is professional and efficient.

The City of Lynwood and many organizations within the city are grateful to North Star Land Care for supporting community programs. I truly believe that North Star Land Care provides valuable service to the City of Lynwood.

Sincerely,

Jose Ometeotl City Manager



August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

Abel Hernandez Public Works Coordinator

City of Maywood



Public Works Department

August 29, 2019

RE: North Star Landcare

To Whom It May Concern:

t am pleased to provide a letter of recommendation for North Star Landcare. North Star has provide excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Stat's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480.

Sincerely,

Daniel Hernandez, Director of Public Works

S. A. Down

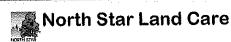
6900 Bisseli Street

Huntington Park, CA 90255

(323) 584-6274

WATER TOO GOVE





RIGHTS TO MATERIALS

Submitted By: North Star Land Care

PROPOSAL

FOR

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

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

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

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

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

Dated this January day of 21	. 2021.
BIDDERS INFORMATION:	Jose Antonio Martinez
Signature	Name (Please Print or Type)
President Title	_
North Star Land Care Firm Name	
10831 Downey Ave, Downey, CA 90241 Firm Address	
(562 1674-3076 Firm Business Phone No.	_
info@northstarlandcare.com	transmir
E-mail Address	

20

Bid Proposal

TREE MAINTENANCE SERVICES RFP QUESTIONS

- Q1. The specifications mention a 30 page limit. Due to the amount of information requested would it be acceptable for contractors to submit "Double Sided" with a limit of 30 pages? Or is the requirement 30 pages single sided
- A1. Double sided is acceptable.
- Q2. Can the awarded contractor stage equipment in the city? Park overnight on city streets (at our own risk), or utilize a designated city property for equipment staging?
- A2. Yes, in designated area(s).
- O3. When is the work normally scheduled?
- A3. Weekdays from 7 am to 4:30 pm.
- Q4. Are any pine trees trimmed as part of the grid pruning rate? Or is line item number 9 utilized for all pine tree trimming due to the increased amount of work required to trim them?
- A4. No. Line item 9 will be utilized.
- Q5. What is your expected annual budget for tree maintenance services?
- A5. Approximately \$300,000.
- Q6. Can you confirm that there is no bid bond requirement for this rfp?
- A6. No Bid Bond required.
- Q7. What is the pruning cycle for palm trees? Annual? Biannual? Every 2 years?
- A7. Biannual.
- Q8. Are palms included in the grid pruning price? Or are they all separate as part of the special request line item number 8?
- A8. No. Line item 8 will be utilized.
- O9. Would you please define "In house" QAL and PCA?
- A9. "In House" refers to the Contractors staff.
- Q10. Will the City allow the Contractor to request an annual cost adjustment based on the Consumer Price Index during the initial term or are the prices fixed for the initial term?
- A10. Prices are fixed for the initial four year term, but contractor can request a CPI increase for the additional one year.
- Q11. Do line items #10-14 for tree removal include stump grinding, or will the stumps be charged separately under line items #15-19?
- A11. Stumps will be charged separately.
- Q12 Will tree planting be included in this contract? If so, what is the tree guaranty and the required tree establishment period?
- A12. No.

TREE MAINTENANCE SERVICES RFP QUESTIONS

- Q13. Will the City require an ISA Certified Tree Worker on-site at all times while work is being performed?
- A13. Yes.
- Q14. Is skinning of palms required at the time of pruning? If so, how is this charged?
- A14. No.
- Q15. The time needed to prune different palm trees vary by specie. Will the City consider having specific line items for different palm types?
- A15. No.
- Q16. Is park tree maintenance included under this contract?
- A16. Yes.
- Q17. Are bidders allowed to include pricing for additional services that are not listed in the RFP?
- A17. No.

Noe Negrete

From:

Victor Gonzalez <vgonzalez@wcainc.com>

Sent:

Wednesday, April 28, 2021 8:24 AM

To:

Noe Negrete

Cc:

Pat Mahoney; Gonzalo Regalado

Subject:

Santa Fe Springs - Tree Maintenance Services BAFO

Attachments:

WCA - Price Sheets Santa Fe Springs 2021 - BAFO.pdf

Good morning Noe,

I hope this email finds you well. Due to the negative fiscal impact created by the COVID-19 pandemic, we are cognizant of cities facing reduced revenue streams that will affect city services, particularly in Contract Year 2021-22, and perhaps beyond. With this in consideration coupled with being recommended by the City as the number 1 ranked contractor for the abovementioned project, and we would like to offer the City a Best and Final Offer. Attached to this email please find our revise bid schedule.

Please feel to contact me with any questions or request for additional information.

Thank you,

Victor Gonzalez

Vice President, Business Development
ISA Certified Arborist/Municipal Specialist #WE-7175AM
West Coast Arborists, Inc.
TCIA Accredited Company CA-058
www.wcainc.com
(714) 991-1900 Office - Ext. 153

ANAHEIM • LOS ANGELES • RIVERSIDE • SAN DIEGO • VENTURA • FRESNO • SAN JOSE • SACRAMENTO • STOCKTON • SAN FRANCISCO • INDIO • PHOENIX

[&]quot;Tree care professionals serving communities who care about trees."

BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		EXTENDED AMOUNT
	GRID TREE PRUNING					
1.	Grid Tree Trimming	2,500	EA	\$ 60.00	\$_	150,000.00
	GPS TREE INVENTORY / ONLINE	MAINTENAN	CE AC	CCESS		
2.	GPS Tree Inventory and Software	1	LS		\$_	0.00
	SPECIAL REQUEST TREE PRUNIN	IG IN DBH				
3.	Extra Small Trees (0"-6")	1	EA	\$ 50.00	_	
4.	Small Trees (7"-12")	1	EA	\$ 90.00	_	
5.	Medium Trees (13"-24")	1	EA	\$ 190.00	_	
6.	Large Trees (25"-30")	1	EA	\$ 190.00	_	
7.	Extra Large Trees (>31")	1	EA	\$ 270.00		
8.	Palm Trees	1	EA	\$ 90.00	_	
9.	Pine Trees	1	EA	\$ 320.00		
	SPECIAL REQUEST TREE REMOV	AL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	\$ <u>150.00</u>	_	
11.	Small Trees (7"-12")	1	EA	\$ 280.00		
12.	Medium Trees (13"-24")	1	EA	\$ 720.00	_	
13.	Large Trees (25"-30")	1	EA	\$ 780.00	_	
14.	Extra Large Trees (>31")	1	EA	\$ 980.00	_	
	SPECIAL REQUEST STUMP REMO	VAL IN DBH				
15.	Extra Small Trees (0"-6")	1	EA	\$ 70.00	_	
16.	Small Trees (7"-12")	1	EA	\$ 90.00	_	
17.	Medium Trees (13"-24")	1	EA	\$ 170.00	_	
18.	Large Trees (25"-30")	1	EA	\$ 190.00	_	
19.	Extra Large Trees (>31")	1	EA	\$ 190.00	_	

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM			
NO.	DESCRIPTION	UNIT	PRICE
1. Em	nergency Call-out (3-man crew w/equipment)	HOUR \$	300.00
2. Lab	oor Rate	HOUR \$	90.00
3. Cre	ew Rental (3-man crew w/equipment)	HOUR \$	270.00
4. Spe	ecialty Equipment Rental (100-ft Boom Truck)	HOUR \$	180.00
5. Tre	ee Injection	PER INJECTION \$	40.00
6. Arl	porist Services / Tree Inspection	HOUR \$	150.00

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



City Council Meeting

May 4, 2021

NEW BUSINESS

Renewal of Five-Year Weed Abatement Services Agreement Services Agreement with the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures

RECOMMENDATION(S)

• Approve the renewal of a five-year services agreement between the City of Santa Fe Springs and the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures for weed abatement services.

BACKGROUND

The County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures, has been providing weed abatement services for the City of Santa Fe Springs, under a renewable five-year weed abatement services agreement between the two agencies.

The purpose of the weed abatement program is to remove the nuisance created on certain private properties by weeds and debris. The nuisances are potential fire hazards and serve as a haven for rodents and vectors.

In order to continue weed abatement services with the county of Los Angeles, the renewed agreement must be approved by Council. If approved, the agreement will be effective July 1, 2021. Through June 30, 2026.

FISCAL IMPACT

There is no fee to the City for these services.

Raymond R. Cruz City Manager

Attachments:

1. Weed Abatement Agreement

Report Submitted By: Janet Martinez

City Clerk

Date of Report: April 29, 2021

WEED ABATEMENT SERVICE

<u>AGREEMENT</u>

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as "County," and the <u>CITY OF SANTA FE</u>

<u>SPRINGS</u>, hereinafter referred to as "City."

RECITALS:

- (a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on both unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.
- (b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is currently, and shall be hereinafter during the term of this agreement, provided for in the

unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on parcels in tax default.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to that detailed within the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2, and this standard being the same which currently applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

- 2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officer, agents, and employees.
- 3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.
- 4. No City Employee as such shall be made into, or considered to be, an employee of the County, and no person employed by the County hereunder shall be granted any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of that person's employment.

6. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes such a revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

7. Unless sooner terminated as provided for herein, this agreement shall be effective commencing <u>July 1, 2021</u>, and will continue in effect through <u>June 30, 2026</u>.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

8. The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code section 39560 through 39588, as they relate to the execution of this Agreement.

- 9. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39561, then the County shall have no obligation to carry out its duties under this agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this agreement, which shall mean the agreement terminates.
- 10. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.
- 11. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.
- 12. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 8 of this agreement, shall be assessed the current County Board of Supervisors approved inspection fee whether or not the County determines it is necessary to perform abatement work upon the parcel.
- 13. The parties hereto contemplate that the services of the County are limited to abatement of weeds, brush and rubbish, and agree that the County will not perform any other type of service or additional work of any kind.
- 14. This agreement contains the entire agreement between the County and the City for weed abatement services. This agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

15. Notices regarding this agreement shall be addressed as follows:		
COUNTY:		
Adrian Zavala		
Deputy Director		
Los Angeles County Department of Agricultural Commissioner/		
Weights and Measures		
12300 Lower Azusa Road		
Arcadia, California 91006-5872		
CITY:		
City Clerk		
City of Santa Fe Springs		
11710 E. Telegraph Road		
Santa Fe Springs, California 90670		

IN WITNESS HEREOF, the <u>CITY OF SANTA FE SPRINGS</u>, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

	CITY OF SANTA FE SPRINGS
	By
	Mayor
	COUNTY OF LOS ANGELES
	By
	Chairman, Los Angeles County
ATTEST:	
By	
City Clerk	
Fesia A. Davenport, Acting Chief Executive Office of the Board of Supervisors	r
By	
Deputy	
APPROVED AS TO FORM	
BY INTERIM COUNTY COUNSEL	
MARY WICKHAM	
By	
Deputy	

City Council Meeting

May 4, 2021

NEW BUSINESS

Approval of Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child (TWC) for use of modular building located at the Gus Velasco Neighborhood Center

RECOMMENDATIONS

- Approve Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by five (5) months for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$523 for the extended period.
- Authorize the Mayor to execute and sign Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

BACKGROUND

At its May 24, 2020 City Council meeting, the City Council approved Amendment Number Two to extend a one year (1) Lease Agreement with The Whole Child (TWC). The extension allowed for continued use of the city-owned modular building adjacent to the Gus Velasco Neighborhood Center (GVNC) to operate their Family Housing Program.

The Whole Child's Family Housing Program remains the lead housing provider for homeless families in Southeastern Los Angeles County (Service Planning Area-SPA 7), and has also now expanded its services to SPA 4 in Los Angeles County. The program provides coordinated supportive services (e.g., child and family therapy) and linkages to resources through the Departments of Public Social Services, Mental Health, and Public Health. In addition, the program provides external resources including, legal services, education, and vocational training. Since the beginning of the fiscal year to date, the Whole Child has served 32 families in Santa Fe Springs and 823 families throughout SPA 7.The Whole Child receives federal funding which allows them to provide housing services to all surrounding cities.

The Whole Child has notified the City that they have purchased a facility in the City of Downey to accommodate their growing housing program. The facility is set to begin construction this month, and they anticipate it to be completed by October 2021. At the April 6 meeting, the City Council considered a proposed amendment to the agreement to provide a one-year extension. The City Council provided direction to staff to bring back a revised amendment for consideration. Based on City Council direction, staff have revised the amendment to the amount of \$523.00 per month for a five-month term, commencing on June 1, 2021, and ending on October 31, 2021.

Report Submitted By: Maricela Balderas/ Joyce Ryan

Department of Community Services

Date of Report: April 29, 2021

City of Santa Fe Springs

City Council Meeting

May 4, 2021

The Whole Child continues to be responsible for any costs associated with maintenance and repairs to the facility, equipment, fixtures, and interior of the leased premises. They will also remain responsible for paying all utilities, including water, gas, electricity, telephone, cable, and other utilities used.

FISCAL IMPACT

Under the terms of the agreement, rent for the use of the modular building is \$523.00 per month (\$2,615 for five months).

LEGAL REVIEW

The City Attorney has reviewed the proposed amendment.

Raymond R. Cruz City Manager

Attachments:

- 1. Lease Agreement between the City of Santa Fe Springs and The Whole Child
- 2. Amendment Number Three to Lease Agreement between the City of Santa Fe Springs and The Whole Child

Report Submitted By: Maricela Balderas/ Joyce Ryan

Department of Community Services

Date of Report: April 29, 2021

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

THE WHOLE CHILD

TABLE OF CONTENTS

RECITALS	≪
SECTION 1.	INCORPORATION OF RECITALS
SECTION 2.	LEASED PROPERTY
SECTION 3.	LEASE TERM
SECTION 4.	MONTHLY RENT
SECTION 5.	LATE PAYMENT
SECTION 6.	LIMITATIONS ON USE
SECTION 7.	PROHIBITED USES
SECTION 8.	CONDITIONS OF LEASED PREMISES; MAINTENANCE AND REPAIR
SECTION 9.	ALTERATIONS BY LESSEE
SECTION 10.	MECHANICS' LIENS
SECTION 11.	INSPECTION BY LESSOR
SECTION 12.	UTILITIES
SECTION 13.	INSURANCE
SECTION 14.	INDEMNIFICATION
SECTION 15.	DESTRUCTION OF LEASED PROPERTY OR BUILDING
SECTION 16.	ASSIGNMENT AND SUBLETTING
SECTION 17.	ACTS CONSTITUTING BREACH BY LESSEE
SECTION 18.	LESSOR'S REMEDIES
SECTION 19.	TERMINATION
SECTION 20.	WAIVER OF BREACH
SECTION 21.	NOTICES
SECTION 22.	ATTORNEY'S FEES
SECTION 23.	BINDING ON HEIRS AND SUCCESSORS
SECTION 24.	SOLE AND ONLY AGREEMENT
SECTION 25.	TAXES AND ASSESSMENTS
SECTION 26.	DISPOSITION OF ABANDONED PERSONAL PROPERTY
SECTION 27.	AUTHORITY OF LESSOR AND LESSEE
SECTION 28.	PUBLIC RECORDS
SECTION 29.	RELATIONSHIP OF PARTIES
SECTION 30.	COOPERATION BETWEEN PARTIES

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into on this 1st day of June, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("Lessor" or "City"), and THE WHOLE CHILD, a California nonprofit corporation ("Lessee" or "The Whole Child").

RECITALS

WHEREAS, the City currently leases to the Whole Child Family Housing program, a nonprofit organization whose mission is to provide quality, comprehensive housing services to ensure hard-to-place homeless children and their families in safe and stable permanent housing.

WHEREAS, the Southeast LA (SPA 7), one of the region's highest-need communities for homeless services continues to expand TWC's housing program at a time of enormous need, reaching more homeless children and families and ensuring every child has a safe and stable home in which to grow and thrive.

WHEREAS, the City and The Whole Child now enter into the Lease Agreement for the use of City property where the Whole Child Family Housing Program will operate.

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

Lessor hereby leases to Lessee the modular unit located at 9251 Pioneer Blvd, Santa Fe Springs, CA 90670 particularly described in Exhibit (1) subject to the terms and conditions contained in this Lease.

SECTION 3. LEASE TERM

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

SECTION 4. MONTHLY RENT

Commencing June 1, 2018, the rent ("Rent") payable by Lessee for the Leased Premises under this Lease shall be the sum of five hundred twenty three (\$523.00) per month for the Initial Term. The monthly rate includes the initial one time fee for electrical and water smart meter installations and monthly landscaping costs. In the event Lessor and Lessee agree to extend this Agreement beyond the Initial Term and/or any subsequent Extension, the Rent may be increased at Lessor's discretion based upon a review of the monthly rent. All rent shall be due and payable, in advance, to Lessor on or before the 10th day of every month of the term of the Lease Term. In addition, except as otherwise provided in this Lease, Lessee shall provide and pay for all maintenance,

repairs, upkeep, possessory interest taxes, utilities for interior of the Leased Premises, including but not limited to water, gas, electricity, telephone, pursuant to Section 12 and such other costs and expenses that are associated with the use and operation of the Leased Premises.

SECTION 5. LATE PAYMENT

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

SECTION 6. USE AND LIMITATIONS ON USE

- A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:
 - 1. The Leased Premises shall only be used by Lessee for the Whole Child Family Housing program Monday through Sunday 24 hours a day.
 - 2. Lessee shall not sublease any portion of the Leased Premises to any other party, and the Leased Premises shall not be used for any other purpose other than as described in Section 6(A)(1) above without first obtaining the prior written consent of Lessor.
 - 3. No modifications will be made to any fixtures to the Leased Premises without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall be permitted, without obtaining Lessor's consent, to modify any fixtures in the Leased Premises.
 - 4. Lessee understands and agrees that the Leased Premises are regularly utilized by Lessor for community and other events. Nothing herein shall be construed as limiting Lessor's access and use of the Leased Premises outside the time periods set forth in Section 6(A)(1).
- B. Use of Leased Premises. Lessee shall provide family housing and case management assistance for residents of the City of Santa Fe Springs.

SECTION 7. PROHIBITED USES

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

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

SECTION 8 CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

- A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.
- B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

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

SECTION 9. ALTERATIONS BY LESSEE

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

SECTION 10. MECHANICS' LIENS

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

SECTION 11. INSPECTION BY LESSOR

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

SECTION 12. UTILITIES

Lessee shall pay for and maintain all utilities including water, gas, electricity, telephone, cable and other services used by the lessee.

SECTION 13. INSURANCE

- A. Minimum Scope and Limits of Insurance. Lessee shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - 1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - 2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - 3. Workers' compensation insurance as required by the State of California. The Whole Child agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

- B. <u>Endorsements.</u> The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - 1. Additional insured: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.
 - 2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - 3. Other insurance: "The Whole Child insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.
 - 4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
 - 5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Lessor. No policy of insurance issued as to which the Lessor is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. Certificates of Insurance. Lessee shall provide to Lessor's certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.
- E. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which the Whole Child may be held responsible for payments of damages to persons or property.

SECTION 14. INDEMNIFICATION

Lessee agrees to defend, indemnify, hold free and harmless Lessor, its elected officials, officers, agents and employees, at Lessee's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessor, its elected officials, officers, agents and employees arising out of or related to the services provided by Lessee, its employees, volunteers and/or authorized sub consultants pursuant to this Agreement.

Lessor agrees to defend, indemnify, hold free and harmless Lessee and its employees, at Lessor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the Lessee and its employees arising out of or related to Lessor's negligent acts or omissions or willful misconduct in performance of its obligations under this Agreement.

SECTION 15. DESTRUCTION OF LEASED PREMISES

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

purposes of this Lease, Lessee may terminate this Lease by giving Lessor three months prior written notice of the termination. A notice from either party to terminate this Lease under this section must be given no later than three months after the event causing the destruction or damage. Upon the effective date of the termination neither party will have any further obligation to each other with respect to this Lease, except as specifically provided herein or as otherwise required by law.

SECTION 16. ASSIGNMENT AND SUBLETTING

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

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

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

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

SECTION 18. LESSOR'S REMEDIES

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

- A. Continue this Lease in effect by not terminating Lessee's right to possession of the Leased Premises and thereby be entitled to enforce all Lessor's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- B. Terminate this Lease and all rights of Lessee under the Lease and recover from Lessee:
 - 1. The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease;
 - 2. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
 - 3. The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

- 4. Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or
- 5. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Premises in the manner provided by the California law of unlawful detainer then in effect.

SECTION 19. TERMINATION

Either party may terminate this Lease, with or without cause, by providing the Lessor with at least ninety (90) days written notice of the termination. Notwithstanding the foregoing, if one party is in default of any material term of this Lease, the non-defaulting party may cancel this Lease by providing the other party with thirty (30) days' written notice of the default, but only if the defaulting party has not cured the default within thirty (30) days after receiving the notice from the non-defaulting party.

SECTION 20. WAIVER OF BREACH

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

SECTION 21. NOTICES

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

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

LESSEE The Whole Child 10155 Colima Road Whittier, CA 90603

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

SECTION 22. ATTORNEY'S FEES

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

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

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

SECTION 24. SOLE AND ONLY AGREEMENT

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

SECTION 25. TAXES AND ASSESSMENTS

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

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

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

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

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

SECTION 28. PUBLIC RECORDS

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

SECTION 30. RELATIONSHIP OF PARTIES

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

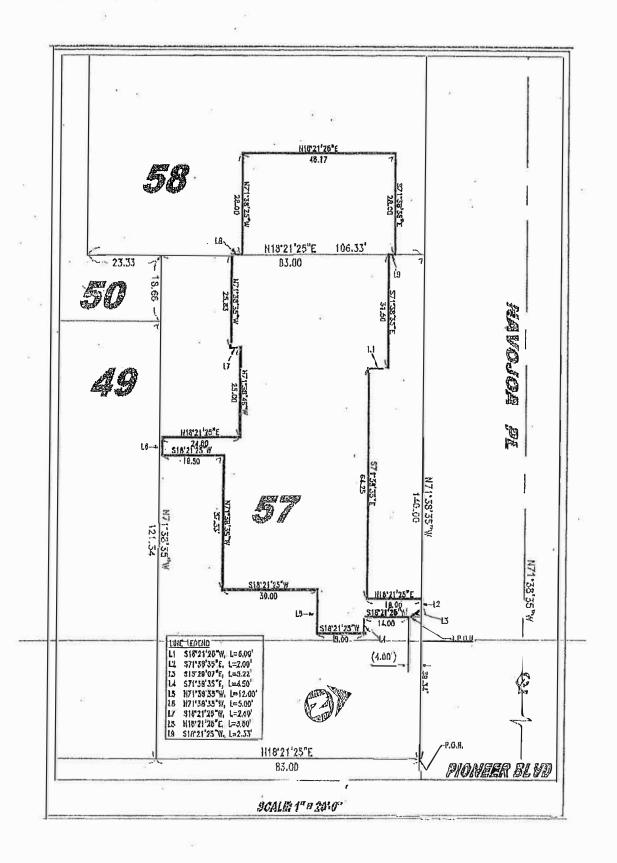
SECTION 31. COOPERATION BETWEEN PARTIES

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

EXECUTED on 6/14/18	at, Los Angeles County, California.
	hereto have caused this Lease to be duly executed with all espective dates set forth opposite their signatures.
Jay Sarno, Mayor ATTEST:	Constanza Pachon, The Whole Child
Janet Martinez, City Clerk	
APPROVED AS TO FORM: Yolanda M. Summerhill, City Attorne	La Lac

EXHIBIT 1

SITE MAP OF PROPERT



AMENDMENT NUMBER THREE TO LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE WHOLE CHILD

This Amendment Number Three ("Amendment") is made and entered into this 4th day of May, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and The Whole Child – Mental Health & Housing Services, a California nonprofit corporation ("The Whole Child").

WHEREAS, on June 1, 2018, the City and The Whole Child entered into a lease agreement for the lease by the City to The Whole Child of a modular unit located at 9251 Pioneer Blvd ("Agreement"); and

WHEREAS, on May 23, 2019, the City and The Whole Child approved Amendment Number One to the Agreement to extend the lease term by one year and revise the monthly rent to reflect the exclusion of payment for electrical and water smart meter installations; and

WHEREAS, on May 28, 2020, the City and The Whole Child approved Amendment Number Two to the Agreement to extend the lease term by one year with a monthly rent of two hundred and fifty dollars (\$250.00); and

WHEREAS, the City and The Whole Child desire to amend the Agreement to extend the lease term by five months with a monthly rent of five hundred and twenty-three dollars (\$523.00).

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

- 1. The lease term set forth in Section 3 of the Agreement is extended for a period of five months commencing on June 1, 2021 and ending on October 31, 2021.
- 2. Section 4 of the Agreement is amended to provide for a monthly rent of five hundred and twenty-three dollars (\$523.00) for the period of June 1, 2021 through October 31, 2021.
- 3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS	THE WHOLE CHILD
John M. Mora, Mayor	Constanza Pachon, Chief Executive Officer
Date:	Date:

APPROVED AS TO FORM:
Ivy M. Tsai, City Attorney
ATTEST:
Janet Martinez, City Clerk

ATTACHMENT 2

NEW BUSINESS

<u>Approval of Amendment No. 1 to Use Agreement for Athletic Fields and Facilities</u> between the City of Santa Fe Springs and Metropolitan Little League for 2021-2023

RECOMMENDATIONS

- Approve Amendment No. 1 to the Use Agreement for Athletic Fields and Facilities with the Metropolitan Little League for 2021-2023.
- Authorize the Mayor to execute and sign Amendment No. 1 to Use Agreement between the City of Santa Fe Springs and Metropolitan Little League.

BACKGROUND

On March 16, 2021, the City Council approved the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League (Metro) for 2021 through January 2023. The report indicated that the League would use facilities at Lake Center Athletic Park and Santa Fe Springs Athletic Fields. The use of Lakeview Park, during normal operating hours, is also generally used for practices. The amendment outlines this change.

The scope of the agreement remains unchanged and Metro remain responsible for staffing costs for any requests of use of fields not specifically outlined on the permit. Additionally, a Facility Rental Application must still be submitted no less than two (2) weeks prior to the first date requested and dates and times are subject to availability.

LEGAL REVIEW

The City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

FISCAL IMPACT

The use of the athletic field at Lakeview Park will have no fiscal impact as Metro's use will be between normal operating hours, where staff is already present.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.

Raymond R. Cruz City Manager

Date of Report: April 29, 2021

Attachments

- 1. Attachment 1 Amendment No. 1 to Use Agreement for Athletic Fields & Facilities Between the City of Santa Fe Springs and Metropolitan Little League
- 2. Attachment 2 Agenda Report from March 16, 2021 (Approval of Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2021-2023.

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services

AMENDMENT NO. 1 TO USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES BETWEEN THE CITY OF SANTA FE SPRINGS AND METROPOLITAN LITTLE LEAGUE

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into this 4th day of May, 2021, by and between the CITY OF SANTA FE SPRINGS, a general law city and municipal corporation ("Santa Fe Springs"), and METROPOLITAN LITTLE LEAGUE ("Organization").

SECTION 1. Pursuant to Section 22 of USE AGREEMENT ("Agreement"), is amended to read as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use Lake Center Athletic Park, located at 11641 Florence Avenue in Santa Fe Springs, subject to the terms and conditions of this Agreement. The ORGANIZATION is also granted the right to use the Betty Wilson Center, located at 11641 Florence Avenue in Santa Fe Springs, including the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room. AGENCY grants ORGANIZATION the right to use the Santa Fe Springs Athletic Fields located at 9720 Pioneer Boulevard in Santa Fe Springs and the athletic field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs (hereinafter "Subject Facilities").

The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.

The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.

This AGREEMENT shall remain in effect through January 31, 2023, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

[SIGNATURES ON NEXT PAGE]

Metropolitan Little League Agreement File No. XXX.XXX – Amendment No. 1 Santa Fe Springs Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

METROPOLITAN LITTLE LEAGUE	CITY OF SANTA FE SPRINGS
By:(Signature)	John M. Mora
	Mayor
(Print Name)	ATTEST:
(Title)	Janet Martinez, City Clerk
	APPROVED AS TO FORM:
	Ivy M. Tsai City Attorney

City of Santa Fe Springs

ITEM NO. 13

City Council Meeting

March 16, 2021

NEW BUSINESS

Approval of Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2021-2023

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with the Metropolitan Little League for 2021-2023.
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

BACKGROUND

Youth sports are a critical starting point in a person's lifelong journey toward an active and healthy lifestyle. Studies have demonstrated that children and teenagers who engage with sports not only grow up more physically active and confident, but also gain physical and mental health benefits that follow them throughout their lives. It is vital for municipalities to support providers of youth sports programs, specifically, community sports organizations that have an "Everyone Plays" philosophy and governing bodies. These organizations play an important role in fostering youth's interest in athletics. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers. For 58 years, the City of Santa Fe Springs has had a working relationship with Metropolitan Little League (Metro) to allow community youth the opportunity to be exposed to the great game of baseball. The City has provided space at its athletic fields and facilities for Metro to condition, practice, and play games. Additionally, Metro uses Lake Center Athletic Park to store equipment, conduct player registration, and vend concessions.

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and Metro. The agreement specifies the locations and establishes the expectations of Metro, outlines the responsibilities of both Metro and the City, and memorializes certain practices that both parties are currently utilizing.

At its meeting of January 23, 2020, the City Council approved and entered into a oneyear Use Agreement with Metro for use of the City's athletic fields and facilities. In the agreement, provisions were made to work with Metro to reduce field maintenance costs by having the organization's volunteers drag, water, and chalk the infields, put bases out, and maintain the cleanliness of the dugouts and surrounding field area. The Use Agreement terminated on November 30, 2020. Unfortunately, due to the COVID-19 pandemic, play was suspended in March 2020. It is the City's intention to enter into a two (2) year agreement with Metro, and allow for play as allowed by the Los Angeles County Department of Public Health Department.

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services

Date of Report: March 11, 2021

ANALYSIS

The following outlines the facilities and general periods of use for Metro:

Facilities: Lake Center Athletic Park, Betty Wilson Center (concession area and library room; main room may be requested for use and may be used, if available), and Santa Fe Springs Athletic Fields.

Periods of use: Spring Baseball practices and games generally from February through the end of June; All-star and qualifier tournaments from July through August; and fall ball use from September through the end of November. The agreement will commence on when executed and terminate at the end of January 2023.

Key Provisions of the Use Agreement for Athletic Fields and Facilities

- Abide by all Los Angeles County Department of Public Health protocols.
- Submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
- Provide a master calendar of events, in writing, to the City's Parks & Recreation Services Division for the purposes of scheduling City facilities and staff.
- Metro will have one-time use of a City facility for a fundraising event at no cost.
- With the City's prior approval, Metro will be able to host fundraiser tournaments.
 Metro will be responsible for City staffing fees, at a rate of \$30 per hour that will
 be covered by the money raised. Metro will be responsible for maintenance of
 facilities.
- Metro has requested Sunday use during the term of the use agreement, which is outside their traditional use. In those instances, a request by Metro must be made two weeks in advance to the Parks & Recreation Services Division to allow for staffing, subject to facility availability. Metro is responsible for the staffing fees at a rate of \$30 per hour.
- Provide a copy of the Certificate of Insurance of \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- Obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- Provision of non-profit status designation and annual financial statement.
- Roster of players that also identifies their city of residence (to determine how many City youth are participating).
- Metro will be responsible for repairing the existing home run fences on fields #2 and #3 at Lake Center Athletic Park and will also be responsible for removing and storing the home run fences at the end of the season.
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.

Metro will continue to play a vital role with regards to field maintenance. Metro will provide dedicated corps of volunteers to drag the infield, chalk the field, and maintain the

cleanliness of the dugouts at both Lake Center Athletic Park and Santa Fe Springs Athletic Fields. Public Works will meet with Metro as needed to ensure the fields are being properly maintained and to address any maintenance concerns during the term of the use agreement.

FISCAL IMPACT

In accordance to the most recent use agreement, Metro will contribute \$2,000 to the City for use of fields and facilities. This contribution assists with offsetting some field maintenance, utility, and staffing costs. Below is fiscal overview for Metro that takes into account staffing and field use costs, based on the most recent year in which Metro held a season (2019).

Metro – Fiscal Overview	
February - June Weekday Practices at LCAP	\$4,446
February – June Games at LCAP	\$2,002
February – May Weekday Practices at SFS Athletic Fields	\$910
June - July All Star Practices	\$860
September - November Weekday Practices at LCAP (Fall Ball)	\$1,940
September - November Games at LCAP (Fall Ball)	\$1,250
Fundraiser at Social Hall	\$993
Field Rehab (Reseeding and Fertilizer)	\$2,870
Total Expenses	\$15,271
Metro's Contribution	(\$2,000)
Difference	\$13,271

As the table indicates, the City's in-kind contribution to Metro was \$13,271. A cost analysis of the current year will be presented at the end of the calendar year.

According to the Internal Revenue Service, as of February 23, 2021, Metropolitan Little League (EIN 953669864) is exempt from federal income tax under Internal Revenue Code Section 501(c)(3). Additionally, according to the California Secretary of State, Metropolitan Little League are an active, non-profit organization registered in the State as of the same date.

LEGAL REVIEW

The City Attorney has reviewed the proposed Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

The Mayor may call upon Parks and Recreation Services Manager, Gus Hernandez, to answer questions the Council may have regarding the staff report.

> Raymond R. Cruz City Manager

> > Date of Report: March 11, 2021

Attachment

 USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES WITH METROPOLITAN LITTLE LEAGUE

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services



COMMUNITY SERVICES DEPARTMENT PARKS & RECREATION SERVICES DIVISION

USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT, made and entered into this ____ day of ______, 2021, by and between the CITY OF SANTA FE SPRINGS, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "AGENCY") and METROPOLITAN LITTLE LEAGUE, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is AGENCY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. The goal and purpose of ORGANIZATION is to provide a baseball sports program to the youth of the community.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

AGENCY grants ORGANIZATION the right to use *Lake Center Athletic Park*, located at 11641 Florence Avenue in Santa Fe Springs, subject to the terms and conditions of this Agreement. The ORGANIZATION is also granted the right to use the Betty Wilson Center, located at 11641 Florence Avenue in Santa Fe Springs, including the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room (hereinafter "Subject Facilities").

The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.

The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.

This AGREEMENT shall remain in effect through January 31, 2023, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination.

2. <u>USE OF FACILITIES</u>

Agency must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit) is due six (6) weeks after the commencement of the season.
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
 - Practice dates & times
 - Meetings dates & times
- G. One copy of the Certificate of Insurance (\$2 million liability) listing AGENCY as an additional insured and a copy of the policy endorsement including verbiage verifying AGENCY is named as an additional insured.
- H. Semi-annual financial statement for periods ending June 30th and December 31st. (AGENCY may request additional documents in support of the financial statement.)
- I. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use. If the documents are not submitted in a timely fashion, AGENCY may withhold use of the Subject Facilities.

3. RESPONSIBILITY FOR ACTIVITIES

ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of AGENCY.

4. ORGANIZATION'S RESPONSIBILITIES

A. ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.

- B. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.
- D. Metro will have one-time use of a City facility for a fundraising event at no cost.
- E. With the City's prior approval, Metro will be able to host fundraiser tournaments. Metro will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised. Metro will be responsible for maintenance of facilities.
- F. Requests for Sunday use, which is outside of traditional use, must be made two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
- G. Modifications to Park Fields and Facilities: The removal, alteration, painting or addition to any facility or grounds, must be approved by AGENCY in writing. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from AGENCY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- H. ORGANIZATION shall not erect any fences or post advertising matter of any kind on AGENCY grounds without prior approval by the Parks & Recreation Services Division. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Temporary fencing must be removed at the conclusion of the season.
- Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- J. There will be no use of AGENCY athletic fields when facilities are unplayable due to rain or other conditions. ORGANIZATION (Public Works staff) will determine whether fields can be used after rain.
- K. Any damages to the Subject Facilities or appurtenant AGENCY facilities caused by ORGANIZATION or its use of the Subject Facilities, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to

replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.

- L. AGENCY will not provide keys and/or alarms to ORGANIZATION. AGENCY will assign City staff during season hours, as set forth in Item 1 of this AGREEMENT, who will supervise facilities and grant facility access to ORGANIZATION.
- M. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- N. ORGANIZATION is responsible for controlling their board members, coaches, players, and parents while using the Subject Facilities.
- O. No power vehicles/equipment other than City operated are permitted on the fields.
- P. Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, shall result in the loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by AGENCY relating to ORGANIZATION's failure to adhere to the provisions of this AGREEMENT.
- Q. Vehicles are not allowed on a park without advance written approval by the Community Services Department.
- R. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- S. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

5. **LEGAL COMPLIANCE**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither AGENCY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

6. USE OF PREMISES

The Subject Facilities shall be used only for those athletic events as set forth in Paragraph Section 1 of this AGREEMENT. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

- A. The conduct of any offensive, noisy or dangerous activity.
- B. The creation or maintenance of a public nuisance.
- C. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
- D. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

Under no circumstance may the ORGANIZATION sub-lease field usage to outside travel teams or host division games outside approved calendar of events without AGENCY approval.

7. NO EXCLUSIVE RIGHT

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams, organizations, or leagues.

8. MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to AGENCY immediately.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or AGENCY.

9. INSPECTION

- A. ORGANIZATION and AGENCY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, AGENCY's exercise of the right to enter shall not create any duty on the part of AGENCY to inspect the Subject Facilities for defects or hazards under section A herein.

10. IMPROVEMENTS

The removal, alteration, or addition to any facility or grounds must be approved and performed by AGENCY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from AGENCY.

Furthermore, all requests for removal, alternation, or addition to any facility or grounds must be submitted to AGENCY for consideration and review at least (10) days prior to the date any proposed change(s) is needed.

Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of AGENCY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified in section 8.

11. <u>TITLE TO IMPROVEMENTS</u>

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of AGENCY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of AGENCY.

12. SIGNS

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from AGENCY. Such a request for approval shall be directed to the Parks & Recreation Services Division Manager. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of AGENCY.

13. TERMINATION OF THIS AGREEMENT

Notwithstanding the TERM, ORGANIZATION or AGENCY may, at any time, terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination.

14. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To AGENCY: <u>City of Santa Fe Springs</u>

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION: Mike Givens, President

Metropolitan Little League

P.O. Box 3241

Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

15. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

16. **GOVERNING LAW**

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

17. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of AGENCY.

18. INSURANCE

ORGANIZATION shall maintain insurance in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

A. <u>Commercial General Liability Insurance</u>: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

ORGANIZATION and AGENCY agree to the following with respect to insurance provided by ORGANIZATION:

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured AGENCY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to AGENCY or its operations limits the application of such insurance coverage.

- 4. None of the coverage 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 AGENCY and approved of in writing.
- No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by AGENCY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect AGENCY's protection without AGENCY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to AGENCY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by AGENCY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at AGENCY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days notice to AGENCY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or selfinsurance available to AGENCY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION 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.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to AGENCY. At that time AGENCY shall review options with ORGANIZATION, which may include reduction or elimination of the

deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent AGENCY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which AGENCY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit AGENCY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure AGENCY can avail itself to the coverage provided under each policy.

- 12. AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, AGENCY will negotiate additional compensation proportional to the increased benefit to AGENCY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of AGENCY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on AGENCY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as AGENCY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until AGENCY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to AGENCY within five days of the expiration of the coverage.
- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.

- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge AGENCY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to AGENCY. It is not the intent of AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against AGENCY for payment of premiums or other amounts with respect thereto.

ORGANIZATION agrees to provide immediate notice to AGENCY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve AGENCY.

19. <u>INDEMNIFICATION</u>

ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for ORGANIZATION's obligation to indemnify, defend and hold harmless nealigence. includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the Subject Facilities. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of AGENCY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the use encompassed by this AGREEMENT, and upon demand by AGENCY, ORGANIZATION shall have an immediate duty to defend AGENCY at ORGANIZATION's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

20. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects.

People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The AGENCY has put in place preventative measures to reduce the spread of COVID-19; however, the AGENCY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an AGENCY park or AGENCY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 19 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

21. <u>INDEPENDENT CONTRACTOR</u>

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of AGENCY as a result of the performance of this AGREEMENT.

22. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE.)

ORGANIZATION: Metropolitan Li	tle League	
By: (Signature)		
(Print Name)	•	
(Title)	•	
CITY OF SANTA FE SPRINGS A Municipal Corporation		
John M. Mora Mayor		
ATTEST:		
Janet Martinez, CMC City Clerk		

APPROVED AS TO FORM:		
Ivy M. Tsai City Attorney		



NEW BUSINESS

Recommendation for Implementation of County of Los Angeles Department of Public Health, Appendix Z of the Health Officer Order (Protocol for Live Events and Performances [Outdoor Seated]) for the Concert and Fireworks Show at the annual Independence Day Event on July 3, 2021

RECOMMENDATION

 Approve staff's recommendations for the implementation Plan of Compliance for the Concert and Firework Show at the Annual Independence Day event on July 3, 2021

BACKGROUND

The annual Independence Day event celebrates the passage of the Declaration of Independence, originally signed 245 years ago on July 4, 1776. For the past several years the City has held the celebration at Los Nietos Park in Santa Fe Springs. The event traditionally features a horseshoe tournament, craft corner, food vendors, live entertainment and closes the evening with an 18-20 minute firework show. Generally, this event is attended by an estimated 5,000 community members; registration is not taken for this event and attendees reserve their spot at the park on a first-come, first served basis. This event was cancelled in 2020 due to the statewide COVID-19 state of emergency, and the event was replaced with a drive-thru Independence Day party-pack distribution. In 2020, County of Los Angeles Department of Public Heath also prohibited firework displays (press release dated June 29, 2020) to prevent large gatherings and slow the spread of COVID-19.

Activities Planned for 2021

Staff has worked diligently to plan some traditional activities while being mindful of County public health orders. The activities planned are as follows:

- Pop Rockin' Adventure: Staff will kick off its Independence Day Celebration with the POP ROCKin' Adventure by leaving special painted Independence Day rocks at our City facilities. Participants are asked to go on a scavenger hunt and find one of these special rocks and redeem for a prize. Rocks can be redeemed by calling Town Center Hall at 863-4896 or sending an email to recreation@santafesprings.org. This adventure will be held from June 21st through July 2nd .This will follow the County's guidance for Social Distancing.
- Patriotic Pack Home Delivery: Patriotic Packs are the perfect gift for friends and family to help them celebrate this 4th of July. This special delivery by staff will include patriotic yard décor, treats, and other goodies with a personalized message to ensure this Independence Day is filled with fun for the entire family. Deliveries are limited to Santa Fe Springs residents only. Packs are \$15 each (120 spots available). Deliveries will be made on July 1 and July 2. This activity will also follow the County's guidance for Social Distancing.
- Rec-tivity Corner: This is a fun-filled hour of crafts to celebrate Independence Day.

Date of Report: April 29, 2021

Report Submitted By: Maricela Balderas/Gus Hernandez

Department of Community Services

Participants are asked to bring their creativity as they learn to paint on canvas to create a special holiday painting, led by one of our staff. Participants will also be stringing together some patriotic beads to make festive colorful jewelry. Families may sign up in a group of 3 participants per slot. There are 15 slots per session and registration is \$5 per participant. The Rec-tivity corner will be held on July 3rd. This will follow the County's guidance for Social Distancing and Day Camps.

- Horseshoe Tournament: Participants are asked to gallop on down to Los Nietos Park and participate in the Horseshoe Tournament. Single play only, no doubles. Staff will provide the necessary equipment, which will be sanitized after each game. Trophies will be awarded for first through third place winners. This event is free, but preregistration is required by July 1. The tournament will be held on July 3. This will follow the County's guidance for Sports.
- Concert and Firework Show: The implementation plan the 2021 in-person concert and firework portion of the event will look different than in years past. Before providing details of this aspect of the event, it is important to first review the current Protocols for Outdoor Live Events.

<u>Los Angeles County Dept. of Public Health Protocols for Outdoor Live Events – Appendix Z (Attachment 1)</u>

Appendix Z to the current Los Angeles County Department of Public Health (LACDPH) order addresses Protocol for Live Events and Performances (Outdoor Seated). The Protocol was most recently updated on April 22, 2021. Protocols are updated regularly by the LACDPH. On April 6, 2021, California Governor Gavin Newsom announced plans to fully reopen the California economy on June 15, 2021 if pandemic trends remain favorable. It is important to note that County health officials have confirmed with City staff via email that "it is possible that some iterations of Live Events, Private Events and Informal Gatherings protocols will be in effect after June 15, but this will depend on State guidance. It is difficult to predict at this time." (Attachment 1, also at http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_LiveOutd oorEvents.pdf).

The concert and firework show are being brought before the City Council as the Protocol (as written today) will severely change the manner in which the event is delivered. Additionally, there is a fiscal impact.

The Protocol includes the following requirements:

Event Plan

- Submitted to LA County for approval at least 14 days prior to event where more than 250 members of the public are anticipated to attend
- Diagram of event area demonstrating spacing between households and how to secure the perimeter around the event.

Site

- Seating must be assigned and controlled with clear markings establishing a system for numbered rows and seats; and must assign households to specific seating locations
- o The facility shall be designed in a way that provides the ability to control

- fully the flow, ingress, and egress of all visitors
- Venue must allow for separation of staff, performers, audience members and concessionaire(s).
- Require a demarcation of twelve (12) feet distance between performance stage and attendees.
- Create separate routes and one-way (where feasible) pedestrian flow between within the event and between concessions, households, restrooms and the entertainment stage.
- Consider the speed at which attendees can be safely granted entry and how to maintain proper physical distancing while waiting in lines.
- Require that masks be worn by all guests/participants, vendors, staff and volunteers associated with the special event.
- o Provide hand sanitizer for participants/guests.

Seating

- Audience groups must be limited to a total of 6 persons made up of a maximum of three household units.
- Assigned seating is required to permit physical distancing of at least 6 feet between people of different households or audience groups.

Fully Vaccinated Seating

- Tickets purchased for seats within a section reserved for fully vaccinated persons, may be purchased in blocks of more than six (6) seats. Purchasers must attest at the time of purchase that both the purchaser and all persons within the purchaser's party are fully vaccinated. All persons seated in the fully vaccinated section must show the venue proof of full vaccination.
- Fully Vaccinated-only sections must be separate, distinct, and clearly marked from any other section of the venue that is set aside for the seating of tested or non-tested attendees.
- Individuals in the Fully Vaccinated-only sections do not have to be physically distanced. Face coverings are required.
- There must be at least 6 feet of distance between the Fully Vaccinatedonly sections and any other section in the venue.
- O Children (> 2 years of age) who are not eligible to be vaccinated may sit with their parent, guardian, or sponsor in the Fully Vaccinated-only sections if they are tested. Children younger than 2 do not need to be tested and may also sit with their parent, guardian, or sponsor in the Fully Vaccinated only section. Children sitting with the parent, guardian or sponsor in a Fully Vaccinated-only section are considered for purposes of social distancing to be fully vaccinated.

Food and Beverage

Concessions and beverage counters must be strictly monitored to ensure that customers are not crowding together. To limit crowding and lines, venues that offer food and drink concessions should encourage customers to order online and/or over the phone and make concessions available for counter pick -up. Tape or other markings assist customers in keeping a six (6) feet distance between them and others in line. Eliminate food and beverage seating outside the designated household seating.

o Food must be consumed within the household seating area.

• Vendor and Performers

- Contractor(s) agrees to abide by all regulations set forth by the Los Angeles County Department of Public Health to prevent the spread of COVID-19.
- o Unmasked performers must be at least 6' from all other people
- Performers should empty water keys onto disposable or paper towels whenever possible and turn away from others when emptying to avoid fluid contamination. Musicians should discard their own used towels and wash their hands and/or use hand sanitizer after disposal.

• Other Public Health Departments (Attachments 4, 5 & 6)

- It is noteworthy to also compare guidance among other agencies within Los Angeles County that have their own Public Health departments. Pasadena and Long Beach both have their own health departments. Long Beach's guidance for outdoor live events redirects stakeholders to the State's guidance for outdoor live events. Pasadena has produced their own protocol, but this protocol is similar to LA County and the State's guidance.
- o http://www.longbeach.gov/globalassets/health/media-library/documents/diseases-and-condition/information-on/novel-coronavirus/health-orders/appendix-q---hotel--lodging--and-short-term-rental-protocols
- o https://www.cityofpasadena.net/public-health/wp-content/uploads/sites/32/Outdoor-Seated-Live-Events.pdf

Survey of Surrounding Cities

An informal survey of surrounding agencies was conducted by staff via telephone and email as a benchmark. Some cities have opted to cancel their event (Norwalk, Pico Rivera), others are moving forward with modified events or firework displays only (Cerritos, Commerce, La Mirada, Lakewood, Lynwood, Whittier) while others are still in the evaluation process (South Gate).

<u>Santa Fe Springs Plan for Implementation – Concert and Fireworks Show on July 3, 2021</u>

Registration

- Registration will be directed through <u>www.santafesprings.org/July3</u>.
 Registration is free but only Santa Fe Springs residents are allowed to register. Registration will also be available via telephone and in-person, when facilities open to the public. Registrants will first complete an online form to verify their contact information and residency status. They will be required to submit proof of residency via the online platform.
- o One registration is required per household unit.
- Once contact information is entered and proof of residency is submitted, they will be automatically redirected to an Eventbrite private link to select

- their seating.
- There are 300 spots available. Each spot can hold up to 6 family members of a single household, (max of 6 people within 12'x12' section).
- Each section of venue can accommodate non-vaccinated or vaccinated families alike.
- Once registration is complete, an electronic ticket will be sent automatically via email. Each ticket is unique and will be scanned upon entry.

Site Plan

- o Please refer to Attachment 2 for a rendering of the preliminary site plan.
- The entire venue will be fenced off
- o There will be 4 entry points at the south end of the park
- o The stage will be located toward the east end of the park
- Seating areas will be marked with field marking paint
- There will be accessible seating for people with disabilities
- o There will also be courtesy parking available
- o The fireworks fallout zone (280' radius) will be fenced off
- o Some areas have been marked as "obstructed views"
- Multiple restroom locations will be available
- Separation of 12 feet between stage and attendees

Check-in

- o The venue will open at 5:30 p.m.
- Vaccination cards will not be checked upon entry as all sections can accommodate non-vaccinated or vaccinated families alike.
- o Bags will not be checked
- There will be 4 lines to enter the venue
- Check-in lines will be clearly marked for attendees to maintain physical distancing

Food

- One to two food vendors will be on-site
- Attendees are allowed to bring their own food
- o Food from vendors will be distributed in a grab-and-go fashion
- There will not be a designated area for eating
- All food must be consumed within the designated seating area

Entertainment

- One band will play two, 45 minute sets, beginning at 7 p.m.
- Negotiations on-going with The Adelaide Band
- Social distancing on-stage
- o Unmasked performers must be at least 6' from all other people
- o Balloon artist and stilt-walker will be at event if restrictions are eased

• Fireworks Show

- o Show scheduled to begin at 9 p.m.
- o Show is 18-20 minutes
- Max of 4" shells to allow for a 280' radius fallout zone

Schedule of Events for July 3rd:

- o 5:30 p.m. Doors Open
- o 7:00 p.m. Concert Begins

- o 7:30 p.m. Easy Viewing Area at Santa Fe Springs Athletic Fields opens
- o 7:50 p.m. Intermission
- o 9:00 p.m. Firework Show begins
- o 9:20 p.m. Fireworks Show concludes

Protocols Update, Yellow Tier, and Mask Mandate

The Department of Public Health announced on Tuesday, April 28, 2021 that Los Angeles County has met the thresholds to move into the yellow tier as early as Wednesday, May 5, 2021, so long as that criteria is met for 1 week. This would mean further easing of capacity restrictions at businesses, gatherings and events, both indoors and outdoors. Additionally, President Biden and the Centers for Disease Control also announced an updated mask mandate. This new mask mandate, as of the production of this report, does not have an impact on large gatherings. Staff will continue to monitor for further updates.

Although these recent announcements are positive in nature and indicate that the pandemic is trending positively toward a return to some sense of normalcy, it is also important to note that some iterations of Live Events, Private Events and Informal Gatherings protocols might be in effect after June 15. It will depend on State and County guidance, which cannot be predicted. Staff will continue to monitor protocols and guidance for public health and make adjustments as needed.

LEGAL REVIEW

The City Attorney's office has reviewed the Protocol for Live Events and Performances (Outdoor Seated): Appendix Z and this report.

FISCAL IMPACT

The total project cost breakdown is as follows:

Description	2019	2021
Fireworks	\$22,000	\$22,000
Sound & Lighting (stage set up by PRS staff)	\$4,500	\$4,500
Fencing – 850 feet (Windscreen included)	-	\$3,500
(2) Golf Carts – 6 Seater	-	\$900
Restrooms	\$1,000	\$1,100
Light Tower	\$400	\$400
Entertainment	\$2,850	\$1,800
Insurance	\$1,400	\$1,200
Supplies (craft supplies, signage, distancing, field paint, etc.)	\$2,000	\$4,500
*Roving Entertainment (stilt-walker, balloon artist)	-	\$1,000
TOTAL (Budgeted)	\$34,150	\$40,900
Difference between two years.		\$(6,750)

^{*}If restrictions allow

INFRASTRUCTURE IMPACT

There is no infrastructure impact. All equipment and field markings are temporary.

Raymond R. Cruz City Manager

Attachments

- 1. Protocol for Live Events and Performances (Outdoor Seated): Appendix Z
- 2. Independence Day Celebration Site Plan for 2021 Concert and Fireworks Show at Los Nietos Park on July 3, 2021
- 3. Email from Los Angeles County Department of Public Health
- 4. City of Pasadena Public Health Reopening Protocol Outdoor Seated Live Events
- 5. City of Long Beach Appendix Q Hotels, Lodging and Short-Term Rental Protocols
- 6. State of California Covid-19 Guidance: Outdoor Seated Live Events and Performances

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH ORDER OF THE HEALTH OFFICER



Protocol for Live Events and Performances (Outdoor Seated): Appendix Z

Latest Updates (Changes Highlighted in Yellow): 4/22/2021:

- Revised to clarify that fully vaccinated individuals need only present a photo identification rather than a government-issued photo identification with their proof of vaccination.
- Updates cleaning requirements to comport with updated CDC guidance for cleaning.
- Paid sick leave language has been updated to incorporate new paid sick leave benefits for employees.
- Fully vaccinated persons may purchase tickets in blocks of more than 6 tickets for fully vaccinated seating sections provided that all members of their party are fully vaccinated.

4/14/2021: Revised to clarify the following:

- Fully vaccinated-only seating sections;
- Requirements for showing proof of full vaccination;
- Fully vaccinated persons from out of state may visit or attend activities or events that are restricted to in-state visitors.

COVID-19 case rates, hospitalizations, and deaths have decreased and appear to be stable, but community spread still remains moderate. COVID-19 continues to pose a high risk to communities and requires all people and businesses to continue to take precautions and modify operations and activities to reduce the risk of spread. As of April 1, 2021, the State's Blueprint for a Safer Economy allows Large Venues to reopen for Outdoor Seated Live Events and Performances. Facility Operators should proceed with caution and adhere to the requirements in this protocol to reduce the potential spread of COVID-19 within their business operations.

The requirements below are specific to large venues hosting outdoor seated live events and entertainment with audiences to support a safe, clean environment for workers, volunteers, and customers/patrons. Performances that take place in other venues (such as restaurants, bars or houses of worship) are required to adhere to the applicable sector protocol. In the Orange Tier, these establishments may be open to the public for outdoor operations at 33% maximum occupancy based on applicable fire or building code occupancy.

This protocol is not intended for convention-style events or general admission venues/activities where the central activity allows or requires patrons to move around a shared space.

Prior to holding an Outdoor Seated Live Event or Performance with attendance of more than 250 members of the public to the venue, Outdoor Seated Live Event Operators must submit their event plan to the Los Angeles County Department of Public Health (LACDPH), using the Proposed Event Form to explain how the private event will be operated in compliance with all required modifications. This form should be submitted at least 14 days prior to the proposed event. LACDPH will acknowledge receipt of this application within 5 business days.

In addition to the conditions imposed on live events by the State Public Health Officer, these types of businesses must also be in compliance with the conditions provided in this County Protocol for Outdoor Seated Live Events and Performances. For the purposes of this guidance, a permissible outdoor venue for live audience performance shall require:

- A permanent and fixed facility, focused around a stage round, field, court, or other central area designed
 primarily for viewing entertainment or athletics by an audience OR a defined and demarcated outdoor
 area. Seat assignments must be marked clearly with at least 6 feet of distance between household groups
 and seats can be reserved.
- The facility shall either be open to the sky with no roof or have at least 50% of the total perimeter open, meaning there are no walls, doors, windows, dividers, or other physical barriers that restrict air flow, whether open or closed. There must be sufficient natural ventilation and air circulation to dilute and disperse concentrations of aerosols effectively without the support of mechanical systems.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH ORDER OF THE HEALTH OFFICER



- The facility shall be designed in a way that provides the operator the ability to control fully the flow, ingress, and egress of all visitors, and to separate performers, artists, and workers from the general audience.
- There must be permanent or added barriers or other demarcation to create at least 12 feet between space occupied by audience members and the focal point (stage, field, or round).

Food and drink concession at outdoor venues may be delivered to guests in their seats, delivered to designated guest pick-up areas, or sold directly to patrons at outdoor concession stands. Patrons must be reminded that eating/drinking is only permitted while patrons are seated in their reserved seats in the venue and at a 6-foot distance from those who are not members of their household or customer group, or at designated outdoor dining areas that follow the Los Angeles County Department of Public Health (DPH) Protocols for Restaurants. Eating or drinking anywhere else while in the establishment or on the grounds of the establishment is prohibited, except when dining at a full-service restaurant in compliance with the Protocols for Restaurants. Concessions stands located indoors may not be open for sales. Televisions or screens located outdoors may be operated.

Full-service restaurants may be open in compliance with the DPH Protocols for Restaurants. Bars may be open outdoors in compliance with the DPH Protocol for Bars.

Performance venues have a number of operational aspects and service offerings covered in other guidance and which are available at: http://publichealth.lacounty.gov/media/coronavirus/reopening-la.htm. Performance groups and venues must review this guidance to apply the appropriate protocols to all aspects of operations, unless otherwise required in this document, including:

LA County DPH Protocol for Retail Establishments
LA County DPH Protocol for Office-based Worksites
LA County DPH Protocol for Restaurants
LA County DPH Protocol for Hotels, Lodging and Short Term Rentals
LA County DPH Protocol for Pro-sport Leagues, Facilities, Training
LA County DPH Protocol for Protocol for Music, Television and Film Production
Guidance for Temporary Structures for outdoor business operations

In the protocols that follow, the term "household" is defined as "persons living together as a single living unit" and shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial living arrangements such as boarding houses, hotels, or motels. The terms "staff" and "employee" are meant to include employees, volunteers, interns and trainees, scholars and all other individuals who carry out work at the site. The term "visitors" or "cu stomers" should be understood to include members of the public and others who are not staff or employees who spend time at the business or site. The terms "establishment", "site", and "facility" both refer to the building, grounds, and any adjacent buildings or grounds at which permitted activities are conducted.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website http://www.ph.lacounty.gov/media/Coronavirus/ regularly for any updates to this document.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control

¹ Los Angeles County Code, Title 22. §22.14.060 - F. Family definition. (Ord. 2019-0004 § 1, 2019.) https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?node.ld=TIT22PLZO_DIV2DE_CH22.14DE_22.14.060F

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH ORDER OF THE HEALTH OFFICER



(4) Communication with employees and the public

Business name:

Facility Address:

(5) Measures to ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

Facilities must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the institution.

	Maximum Occupancy, per Fire Code:	
	Maximum Occupancy at 33% occupancy per Fire Code:	
	Approximate total square footage of space open to the public:	
A.	WORKPLACE POLICIES AND PR (CHECK ALL THAT APPLY TO TH	ACTICES TO PROTECT EMPLOYEE HEALTH HE FACILITY)
	Everyone who can carry out their work	duties from home has been directed to do so.
	Vulnerable staff (those above age 65, assigned work that can be done from h	those who are pregnant, those with chronic health conditions) are some whenever possible.
	Work processes are reconfigured to the home.	e extent possible to increase opportunities for employ ees to work from
	Alternate, staggered or shift schedules	have been instituted to maximize physical distancing.
		layers, coaching staff, medical staff, broadcast staff, facility staff, and as "employees") have been told not to come to work if sick, or if they ID-19.
	may be entitled to receive that would in government programs supporting	on employer or government-sponsored leave benefits the employee make it financially easier to stay at home. See additional information sick leave and worker's compensation for COVID-19, including 2021 COVID-19 Supplemental Paid Sick Leave Law.
	support personnel or visitors may er Screening Guidance. Checks must in breathing and fever or chills and worders. These checks can be done upline check in systems or through signal symptoms must not enter the premises	re employees, performers, vendors, delivery personnel, and other the workspace, in compliance with the LA County DPH Entry clude a check-in concerning cough, shortness of breath, difficulty thether the individual is currently under isolation or quarantine on the employees' arrival or through alternative methods such as onge posted at the entry of the facility stating that employees with these is. A temperature check should also be done at the worksite if feasible. The person has no symptom(s) and no contact with a known COVID-19
	O INEGALIVE SCIENTI (CINALEO). II III	e personnas no symptom(s) and no contact with a known COVID-19

case in the last 10 days, they can be cleared to enter and work for that day.



- Positive Screen (Not Cleared):
 - If the person was not fully vaccinated² against COVID-19 and had contact with a known COVID-19 case in the last 10 days or is currently under quarantine orders, they may not enter or work in the field and must be sent home immediately to quarantine at home. Provide them with the quarantine instructions found at ph.lacounty.gov/covidguarantine.
- If the person is showing any of the symptoms noted above or is currently under isolation orders, they

	may not enter or work in the field and must be sent home immediately to isolate at home. Provide them with the isolation instructions found at ph.lacounty.gov/covidisolation .
19 (cas require employ COVID	being informed that one or more employees test positive for or has symptoms consistent with COVID-se), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The ver's plan should consider a protocol for all quarantined employees to have access to or be tested for 1-19 in order to determine whether there have been additional workplace exposures, which may require that COVID-19 control measures.
nose a lacount workda their m bottom	wees who have contact with others are offered, at no cost, an appropriate face mask that covers the and mouth. For more information, see LAC DPH COVID-19 Mask webpage at http://publichealth.ty.gov/acd/ncorona2019/masks . The mask is to be worn by the employee at all times during the anywhen in contact or likely to come into contact with others. Employees who have been instructed by edical provider that they should not wear a face mask must wear a face shield with a drape on the edge, to be in compliance with State directives, as long as their condition permits it. A drape that is string under the chin is preferred. Masks with one-way valves may not be used.
custon	vees who are serving concessions to customers or who are otherwise in regular close contact with ners (e.g., conducting entry screenings) must wear a face shield, unless they show proof they are fully ated to their employer, in addition to a face mask.
Athlete	s are subject to the following face mask requirements:
0	Professional athletes who derive a living from competing in a sport or compete in a sport as representatives of the United States (e.g., the Olympic and Paralympic Games) and who are subject to a labor/management agreement between their union representatives and the relevant professional governing association are subject to the applicable face mask requirements of those agreements.
0	Collegiate athletes are subject to the specific masking requirements of the <u>Institutes of Higher Education Guidance</u> .
0	All other athletes who are not subject to a labor/management agreement, including professional, semi-professional, and recreational athletes, must follow the specific masking requirements in the LA County DPH Protocol for Youth and Adult Recreational Sports Leagues.
not req the cor at leas unmas tested	mers and workers in the performance sector who cannot feasibly perform or work with a face mask are juired to wear a face mask during the time period in which such tasks are actually being performed on adition that: (1) the unmasked performer or worker is at least six feet away from all other persons, or to 12 feet away from others if the performer is singing or playing a wind or brass instrument; or (2) all ked performers or workers and any workers who come into contact with those people are routinely at least twice weekly for COVID-19 (PCR or antigen are permissible diagnosis tests for routine testing ormers and workers).
except	ure that masks are worn consistently and correctly, employees are discouraged from eating or drinking during their breaks when they are able to safely remove their masks and physically distance from . At all times when eating or drinking, employees must maintain at least a six-foot distance from

others. When eating or drinking, it is preferred to do so outdoors and away from others. Eating or drinking at

² People are considered fully vaccinated against COVID-19 two (2) weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderná), or two (2) weeks or more after they have received a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).



	cle or workstation is preferred to eating in a breakroom if eating in a cubicle or workstation provides distance from and barriers between workers.
	ancy is reduced and space between employees is maximized in any room or area used by employees als and/or breaks. This has been achieved by:
0	Posting a maximum occupancy that is consistent with enabling a distance of at least six feet between individuals in rooms or areas used for breaks;
0	Staggering break or mealtimes to reduce occupancy in rooms or areas used for meals and breaks; and
0	Placing tables at least eight feet apart and assuring six feet between seats, removing or taping seats to reduce occupancy, placing markings on floors to assure distancing, and arranging seating in a way that minimizes face-to-face contact. Use of partitions is encouraged to further prevent spread but should not be considered a substitute for reducing occupancy and maintaining physical distancing.
Employ	rees are instructed to wash, if applicable, or replace their face masks daily.
must ro www.ro a clust suppor	event that 3 or more cases are identified within the workplace within a span of 14 days the employer eport this cluster to the Department of Public Health at (888) 397-3993 or (213) 240-7821 or online at edcap.link/covidreport. If a cluster is identified at a worksite, the Department of Public Health will initiate er response which includes providing infection control guidance and recommendations, technical t and site-specific control measures. A public health case manager will be assigned to the cluster gation to help guide the facility response.
Any wo	orkstations within the facility are separated by at least six feet.
limited	mber of people in any room in the facility (e.g., restrooms, meeting rooms, cafeterias, gyms, etc.) is at any given time, such that all people in the room can easily maintain at least a 6-foot distance from other at all practicable times or an 8-foot distance if they are engaging in physical activity.
a COV	ues that are open for Outdoor Seated Live Events and Performances with spectators must implement ID-19 testing program that provides weekly, optional testing of all workers who may come in contact ners.
0	PCR or antigen are permissible diagnosis tests for employees where the interval between the tests is no greater than 7 days. For employees returning to work where the interval between a prior test has been greater than 7 days after receiving a prior test, only a PCR test is permissible.
0	Any performers, players and employees participating in routine weekly testing are not counted toward any occupancy capacity limit. All performers, players and employees not participating in a routine weekly testing program shall count toward any occupancy limit.
0	Where capacity limits exist, fully vaccinated workers who are working onsite do not count toward any occupancy capacity limit.
restro	ms that are regularly used by employees during the course of the workday (e.g., meeting rooms, ms and other common areas) are disinfected at the frequency described below, but no less than once during operating hours, on the following schedule:
0	Meeting rooms
0	Restrooms
0	Other
Disinfe	ctant and related supplies are available to employees at the following location(s):
Hand s	canitizer effective against COVID-19 is available to all employees at the following location(s):
Emplo	/ees are allowed frequent breaks to wash their hands.
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	A copy of this protocol has been distributed to each employee.
	Each worker is assigned their own equipment and defined work area to the extent possible. The need for sharing held items is minimized or eliminated.
	Personal items (e.g., water bottles, towels, uniforms, etc.) are not shared.
	For outdoor operations, there is a heat illness prevention plan and written procedures in both English and the language understood by the majority of the employees. The plan is available to employees at the worksite. Please see Cal/OSHA heat illness prevention page for resources, including FAQs, a webinar and a sample written plan. Elements of a heat illness prevention plan must include:
	 Access to potable drinking water
	 Access to shade
	o Cool down breaks
	 Emergency procedures for heat illness cases
	 High heat procedures when the temperature exceeds 95 degrees
	 Monitoring employees who are acclimatizing during a heat wave
	 Training on heat illness prevention and symptoms
☐ Optional—Describe other measures:	
В.	MEASURES TO ENSURE PHYSICAL DISTANCING
	Attendance at Outdoor Seated Live Events in Orange Tier is limited to a maximum 33% of total venue capacity as determined by applicable building or fire code. Visitors in suites count toward this capacity limit.
	 Maximum number of attendees in sports facility during an Outdoor Seated Live Event is limited to:
	Audience groups must be limited to a total of 6 persons made up of a maximum of three household units.
	Assigned seating is required to permit physical distancing of at least 6 feet between people of different households or audience groups.
	Suites must be limited to 25% occupancy with no more than 3 households physically distanced within each suite, or six people from the same household. Suites may be occupied at 100% capacity only if all persons in the suite show the venue proof of full vaccination ³ and have an assigned seat in the suite.
	Venues may increase attendance capacity up to a maximum of 67% if all guests show the venue proof of a negative COVID-19 test result within the 72 hours prior to attendance or proof of full vaccination. Customers should be made to attest their and their audience groups full vaccination status at the point of purchase.
	Customers that have attested to full vaccination, must show the venue the required verification, which is a photograph identification <u>and</u> a proof of vaccination, such as the vaccination card (which includes the name of person vaccinated, type of vaccination provided and date last dose administered) or a photo of a

³ People are considered fully vaccinated for COVID-19 at 2 weeks or more after they have received the second dose in a 2-does series (e.g. Pfizer-BioNTech or Moderna), or 2 weeks or more after they have received a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).

⁴ Attendees who have tested negative and seated in a section with other attendees who have tested negative for COVID-19. Testing must be conducted within 72 hours before event start time, if using PCR. Antigen tests are acceptable and must be conducted within 24 hours of start of the event. Results of the test must be available prior to entry into the event or venue. Verification: The following are acceptable as proof of a negative COVID-19 test result printed document (from the test provider or laboratory) OR an email or text message displayed on a phone or electronic device from the test provider or laboratory. The information provided should include name of person tested, type of test performed, and date of negative test result (for PCR, date of negative result must be within prior 72 hours; for antigen, date of negative result must be within prior 24 hours).



venue or stadium. All attendees must purchase tickets in advance. Game-day ticket sales are not permitted. Seat purchases may only be made in blocks of six or fewer seats with members of a single household or audience group, as defined by this protocol. Seats within suites may be purchased in different configurations in compliance with suite capacity limits. Venues must require those purchasing tickets to attest that their seat reservation will contain attendees from no more than one household or audience group. Tickets purchased for seats within a section reserved for fully vaccinated persons, may be purchased in blocks of more than six (6) seats. Purchasers must attest at the time of purchase that both the purchaser and all persons within the purchaser's party are fully vaccinated. All persons seated in the fully vaccinated section must show the venue proof of full vaccination. ☐ Tickets may only be purchased by California residents. The venue must require those purchasing tickets to attest that they are a California resident and that all the members of the purchaser's party will be in-state visitors. Information will be prominently placed on all communications, including the Reservation and Ticketing systems, to ensure guests are aware of Reservation and Ticketing requirements. ☐ Fully vaccinated persons from out of state may purchase tickets for, visit or attend activities or events that are restricted to in-state visitors. Fully vaccinated persons should consult the current CDPH and County Travel Advisories and adhere to any applicable recommendations. ☐ Ticketing offices must be protected with impermeable barriers, like Plexiglas. Instruct visitors where to queue to maintain a minimum of six feet of physical distance from others in the line. Audience seating locations must be fixed or marked, with readily identifiable signs to indicate by section, row, and seat (assigned seating). Assigned seats must clearly define space for individuals with appropriate space per person (no blanket reservations or group or standing room only areas), and non-permanent seating arrangements must not be altered by spectators. ☐ All audience or household groups of attendees must be spaced at least 6 feet from the nearest other audience or household group. Spacing between groups of attendees, who are not seated in a section reserved for only fully vaccinated persons, must enable concessions workers to easily approach a group to sell concessions without coming into close contact with other groups of attendees. ☐ Fully Vaccinated-Only Seating Sections: Fully Vaccinated-only sections must be separate, distinct, and clearly marked from any other section of the venue that is set aside for the seating of tested or non-tested attendees. Individuals in the Fully Vaccinated-only sections do not have to be physically distanced. Face coverings are required. Fully Vaccinated-only sections may be seated at full capacity within that section only. Suites may also operate at 100% of suite capacity if all guests show proof of full vaccination. However, capacity for the venue must not exceed established limits. There must be at least 6 feet of distance between the Fully Vaccinated-only sections and any other section in the venue. Children (> 2 years of age) who are not eligible to be vaccinated may sit with their parent, guardian, or sponsor in the Fully Vaccinated-only sections if they are tested. Children younger than 2 do not need to be tested and may also sit with their parent, guardian, or sponsor in the Fully Vaccinated only section. Children sitting with the parent, guardian or sponsor in a Fully Vaccinated-only section are considered for purposes of social distancing to be fully vaccinated. Attendees must be reminded to stay in their seats except for visits to the restroom, to pick up concessions at a concession stand or at a designated pick-up area, to visit a retail outlet located within the venue or eat at a designated outdoor dining area. Event staff are available in the concourse to remind attendees not to congregate or to loiter in the concourse area of the venue.

The facility operator must strictly and continuously meter entry and exit of customers at all entrances in order



to track occupancy to ensure compliance with capacity limits. Operators that are insufficiently or not metering or appear to be over-capacity, may, at the discretion of the public health inspector, be temporarily closed until these issues are rectified as determined by the onsite health inspector. Where possible, provide a single, clearly designated entrance and separate exits to help maintain distancing.

Be prepared to queue customers outside while still maintaining physical distance, including the use of visual
cues. If necessary, an employee (or employees if there is more than one entrance) wearing a face mask may
be posted near the door but at least 6 feet from the nearest customers to track occupancy and to direct
customers to line up six feet apart outside the entrance if the establishment has reached its occupancy limit
or until their reservation time.

Separate routes are designated throughout the facility for entry and exit, activity areas, seating areas, and
employee work areas to help maintain physical distancing and lessen the instances of people closely passing
each other. One-way directional hallways and passageways for foot traffic have been designated if feasible

Ushers must be available during breaks and intermissions to ensure orderly entry and exit from and into
venue areas. Ushers should be used to preserve appropriate space in queueing areas and help understand
where lines begin as additional space may make it difficult to see where to stand.

Facility flow must be designed in a way that provides operators the ability to control fully the flow, ingress
and egress of all visitors and to separate players, performers, artists and employees from the general public.
Special attention must be paid to plans to ensure that visitors are able to exit the event in a staggered fashion,
including ensuring that venue ushers are available in all areas of the venue to encourage guests to keep
moving, to prevent congregating and to manage bottlenecks and crowding.

C. MEASURES FOR INFECTION CONTROL

The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased.
Effective ventilation is one of the most important ways to control small aerosol transmission. Consider
installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency
possible, opening windows and doors, and making other modifications to increase the quantity of outside air
and ventilation in offices and other spaces. See California Department of Public Health Interim Guidance for
Ventilation, Filtration and Air Quality in Indoor Environments for detailed information.

- Please Note: Ventilation and other indoor air quality improvements are an addition to, and not a
 replacement for, mandatory protections including wearing face masks (except in certain high-risk
 environments that require using proper respiratory protection), maintaining at least six feet of
 distance between people, washing hands frequently, and limiting activities that bring together
 people from different households.
- ☐ Venue operators must allow for at least 2 hours between events or performances to prevent mixing across attendees.
- □ Visitors arriving at the establishment are reminded to wear a face mask at all times (except while eating or drinking, if applicable) while in the establishment or on the grounds of the establishment. This applies to all adults and to children 2 years of age and older. Individuals who have been instructed not to wear a face mask by their medical provider must wear a face shield with a drape along the bottom edge, to be in compliance with State directives, if their condition allows it. Masks with one-way vents on the front must not be worn. To support the safety of your employees and other visitors, a face mask should be made available to visitors who arrive without them.
- □ Entry screening is conducted before visitors may enter the facility. (See County Entry Screening guidance.) Checks must include a check-in concerning cough, shortness of breath, difficulty breathing and fever or chills and whether the individual is currently under isolation or quarantine orders. These checks can be done in person or through alternative methods such as on-line check in systems or through signage posted at the entrance to the facility stating that visitors with these symptoms should not enter the premises.



- Negative Screen (Cleared). If the person has no symptom(s) and no contact with a known COVID-19 case in the last 10 days, they can be cleared to enter for that day.
- Positive Screen (Not Cleared):

workers needing to touch attendees' personal items.

- If the person has had contact with a known COVID-19 case in the last 10 days or is currently under quarantine orders, they may not enter and must be sent home immediately to quarantine at home. Provide them with the quarantine instructions found at ph.lacounty.gov/covidguarantine.
- If the person is showing any of the symptoms noted above or is currently under isolation orders, they may not enter and must be sent home immediately to isolate at home. Provide them with the isolation instructions found at ph.lacounty.gov/covidisolation.

☐ Employees checking bags should modify activities to minimize directly touching guest items. This could include using styluses or other instruments to search bags, asking guests to open and move contents, etc. Where practices might cause direct contact with patrons or their items, employees should immediately sanitize hands or wear disposable gloves. Consider implementing a clear bag or no bag policy to avoid

_	to maintain at least six feet of physical distance from attendees.
	Ticketing offices must be protected with impermeable barriers, like Plexiglas.
	Use touchless ticket scanners whenever possible. Ask attendees to scan tickets themselves rather than passing digital electronic devices or paper tickets back and forth between workers and patrons.
	Discontinue coat check and other amenities that require workers to unnecessarily touch guest items and increase the risk of contact of contaminated items from different households.
	Discourage attendees from engaging in yelling, singing, chanting, booing, use of noisemakers that require the exhalation of air (e.g., vuvuzelas), and other similar practices that any increase the likelihood of transmission from contaminated exhaled droplets and aerosols.
	Common areas and frequently touched objects (e.g., tables, doorknobs or handles, light switches) are disinfected at least once per day during business hours using EPA approved disinfectants and following the manufacturer's instructions for use.
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	the facility.
D.	the facility. CONSIDERATIONS FOR ON-AIR TALENT
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	CONSIDERATIONS FOR ON-AIR TALENT During live sporting events, on-air talent, including pre-game reporters, play-by-play announcers, sideline reporters and others who appear on-camera before, during or after a live broadcast of a game may remove their face masks during times when they are on-air, provided that they are at least 6 feet from any other
	CONSIDERATIONS FOR ON-AIR TALENT During live sporting events, on-air talent, including pre-game reporters, play-by-play announcers, sideline reporters and others who appear on-camera before, during or after a live broadcast of a game may remove their face masks during times when they are on-air, provided that they are at least 6 feet from any other individual while they are on-air. At all other times, they must wear an appropriate face mask. If possible, on-air talent should broadcast in an outdoor or open-air setting. On-air talent that is broadcasting from an indoor booth setting must be positioned at least 6 feet from others in the booth, and if the booth is

E. CONSIDERATIONS FOR VENUE SUPPORT OPERATIONS: SOUND, LIGHTING, ETC.

Consider options to limit the number of staff needed for back-of-house production departments and/or identify ways they can complete tasks separately from each other. For example, where feasible, the lighting department should be allowed to work alone on set until the lighting is complete before other departments.



undertake their tasks. ☐ Evaluate the increased risk from standard working processes involving close contact (heavy lifting, working in confined spaces such as scissor lifts, lighting grids, moving large lamps, textile tying, etc.) and modify those work processes, where possible, and ensure workers have access to the proper protective equipment. ☐ Touchable surfaces are cleaned at least once daily or as often as determined is necessary including but not limited to working surfaces, tools, handles and latches, and controls on stationary and mobile equipment including surface in the cabs of all vehicles. Reusable PPE (such as face shields) and employer-owned and controlled equipment, such as hard hats, is sanitized at the end of each shift. ☐ Choke points and high-risk areas where workers must stand together, such as hallways, hoists, and elevators, have been identified and signage is posted to remind workers to take precautions while moving through these areas. Use of shared production items has been limited to a single worker or a function team (e.g., sound equipment should be handled by a designated person or team). All items are cleaned once daily. All communication technology is disinfected before and after each use and tools are labeled with the name of each user to avoid inadvertent sharing of tools. ☐ Workers who handle keys, open car doors or touch others' items are allowed additional time to was h hands and/or use hand sanitizer.

F. CONSIDERATIONS FOR PERFORMERS, MUSICAL PERFORMERS AND REHEARSALS

□ For Performers:

- Use precautions when performing in large groups or ensembles and evaluate the necessity of such activity on a case-by-case basis. Background players, stand-ins, and other non-essential performers on set should not linger in crowded holding areas unnecessarily. Holding/offstage areas should be sufficiently large to ensure adequate spacing between performers, backstage workers, etc.
- Performing groups should consider modifications to rehearsals where face masks cannot be worn, that break physical distances, require performers to touch their own or others' faces, etc.
- Use microphones for performances to the maximum extent feasible so that performers can limit voice projections, which cause more particles, aerosols, and droplets to be released and travel farther.
- Performers that are minors should be accompanied by a parent or guardian. Children should be given special instruction and guidance on the use of any provided protective equipment and safety protocols.

□ For Musical Performers:

- Performers should empty water keys onto disposable or paper towels whenever possible and turn away from others when emptying to avoid fluid contamination. Musicians should discard their own used towels and wash their hands and/or use hand sanitizer after disposal. If musicians empty water keys onto non-disposable towels, the towels must be clean when brought to performance or practice, removed by the musician and placed into a sealed container away from others for laundering, and the musician must wash their hands and/or use hand sanitizer.
- Perform instrument cleaning, including wiping down and blowing through, at home and away from others before and after practice.
- Do not share instruments, if at all possible. Consider discontinuing assistance from musician assistants, such as page-turners, or others that cannot maintain at least six feet of distance.
- Increase distancing between people who sing or chant and others, or between brass/wind instrument performers and others to greater than 6 feet, when outdoors and not wearing face masks. Consider use of barriers to add further separation in these cases.



 Wind instrument performers should use additional modifications as appropriate, such as devices to capture aerosols or to redirect air emitted from the instrument.

☐ For Rehearsals:

- Performances and/or practices where there is increased likelihood for transmission from lack of face mask use or contaminated exhaled aerosols (such as singing, chanting, brass and woodwind playing, etc.) should rehearse outdoors, if possible. Performers must rehearse and perform with their small group to the greatest extent feasible.
- When workers cannot wear face masks as part of their rehearsal (e.g., opera singers, woodwind musicians, etc.), operators must modify rehearsal activities, including maintaining strict small groups, implementing at least weekly testing of participants during rehearsal as well as performance season, limiting the amount of time and the number of workers without face masks, maintaining physical distance between those without face masks and others to at least six feet, installing impermeable barriers between people, ensuring proper ventilation, etc.
- Use precautions when performing in large groups or ensembles. If a large group is required for the performance, minimize the time the full group is in proximity with each other (e.g., rehearsing in subgroups).

G. CONSIDERATIONS FOR COSTUME, WARDROBE, HAIR AND MAKE-UP

- ☐ For Costume and Wardrobe:
 - Consider options that allow performers to arrive in their own wardrobe. Where feasible, encourage background performers to also wear their own clothes from home. Separate dressing areas to permit physical distancing if this is not possible.
 - Ensure costume dressing and quick-change proposal are staggered and supervised by wardrobe attendants.
 - o Each case member's costume and wardrobe supplies should be kept in separate, labeled plastic bags.
- □ For Hair and Makeup
 - Hair and make-up crew members should refer to LA County DPH Protocol on Personal Care Services.
 - Hair extensions and wigs should be thoroughly cleaned according to the manufacturer's directions after each use.
 - Makeup application tools and supplies should be purchased per performer and used only on that individual. These supplies should be kept in individual cast bags.
 - Mix foundation, powders, lipstick, and other makeup items on a disposable palette for each individual.
 Use disposable, single-use applicators for each person.
 - Performers should apply their own minor touch-ups, where possible, to avoid additional contact.
 Performers should also remove their own makeup to limit contact at the end of the day.

H. CONSIDERATIONS FOR CONSTRUCTION MILLS AND SET DESIGN

Construction mill and set design employees should refer to additional guidance on the Construction and Manufacturing industries.
Consider whether the set design crew can operate separately from production, including fully dressing locations prior to performances without interaction with other workers.
Develop stage layouts to limit the number of staff and performers on site and maximize the physical distance between performers.
Additional cleaning and disinfection practices should be developed for key props, furniture, or other set dressing which has repeated and regular exposure with employees. Where possible, limit the number of



people who have contact with key props.

l	CONSIDERATIONS FOR EMPLOYEE TRAVEL	
	Production should evaluate whether travel is essential and should limit the number of workers asked to Check the current <u>Los Angeles County Travel Advisory</u> and <u>CDPH Travel Advisory</u> in effect. Review <u>guidelines on air travel</u> and encourage all traveling personnel to do the same.	
	Develop a detailed process and plan for travel, which should include:	
	 Implementing small travel groups. 	
	 Ensuring facilities in proximity of venues can support necessary lodging and dining demands potential medical needs. 	and any
	 Reviewing the local, state, and CDC Travel Recommendations by Country and avoidestinations, both domestic and international, where there is widespread ongoing transmissions. 	
	 Follow relevant local or state guidance regarding self-quarantine upon return from areas of transmission. 	of higher
	Consider lodging employees in apartments instead of hotel rooms where they might interact with other or hotel staff.	er guests
	Where possible, employees should drive separately in their own vehicles, unless part of the same to small groups.	traveling
	If a number of employees are in hotels, consider bus transport. If using shared vehicles, minimize the per vehicle to support physical distancing, require passengers to wear face masks, and keep windo to the extent possible.	
J.	MEASURES THAT COMMUNICATE TO THE PUBLIC	
	A copy of this protocol, or if applicable, the facility's printed Los Angeles County COVID-19 Compliance Certificate is posted at all entrances to the facility. For more information or to comp COVID-19 Safety Compliance self-certification program, visit: http://publichealth.lacountycovid19cert.htm . Facilities must keep a copy of the Protocols onsite at the facility for review, upon response to the protocols.	olete the y.gov/eh/
	Compliance Certificate is posted at all entrances to the facility. For more information or to comp COVID-19 Safety Compliance self-certification program, visit: http://publichealth.lacountycovid19cert.htm . Facilities must keep a copy of the Protocols onsite at the facility for review, upon r Signage has been posted to provide clear guidance to the public about how to maintain safety w facility (e.g., maintaining physical distance, wear face mask, etc.). See the County DPH COVID-19 Grant provide clear guidance to the public about how to maintain safety w facility (e.g., maintaining physical distance, wear face mask, etc.).	olete the v.gov/eh/ request.
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о О К.	Compliance Certificate is posted at all entrances to the facility. For more information or to compliance Self-certification program, visit: http://publichealth.lacounty.covid19cert.htm . Facilities must keep a copy of the Protocols onsite at the facility for review, upon resignage has been posted to provide clear guidance to the public about how to maintain safety we facility (e.g., maintaining physical distance, wear face mask, etc.). See the County DPH COVID-19 Geometric weekpage: http://publichealth.lacounty.gov/media/Coronavirus/guidances.htm#business for a resources and examples of signage that can be used by businesses. Signage is posted throughout the facility to remind the public that eating, or drinking is prohibited a in the facility except for when attendees are seated in assigned seating or designated dining areas. Signage is posted at each public entrance of the facility to inform all employees and visitors that they avoid entering the facility if they have a cough or fever. Online outlets of the venue (online ticketing platforms, venue website, social media, etc.) provi information about hours, required use of face masks, policies in regard to purchasing tickets, an relevant issues. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES	plete the v.gov/eh/ request. vithin the Guidance idditional in anywhere with the control of the



Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

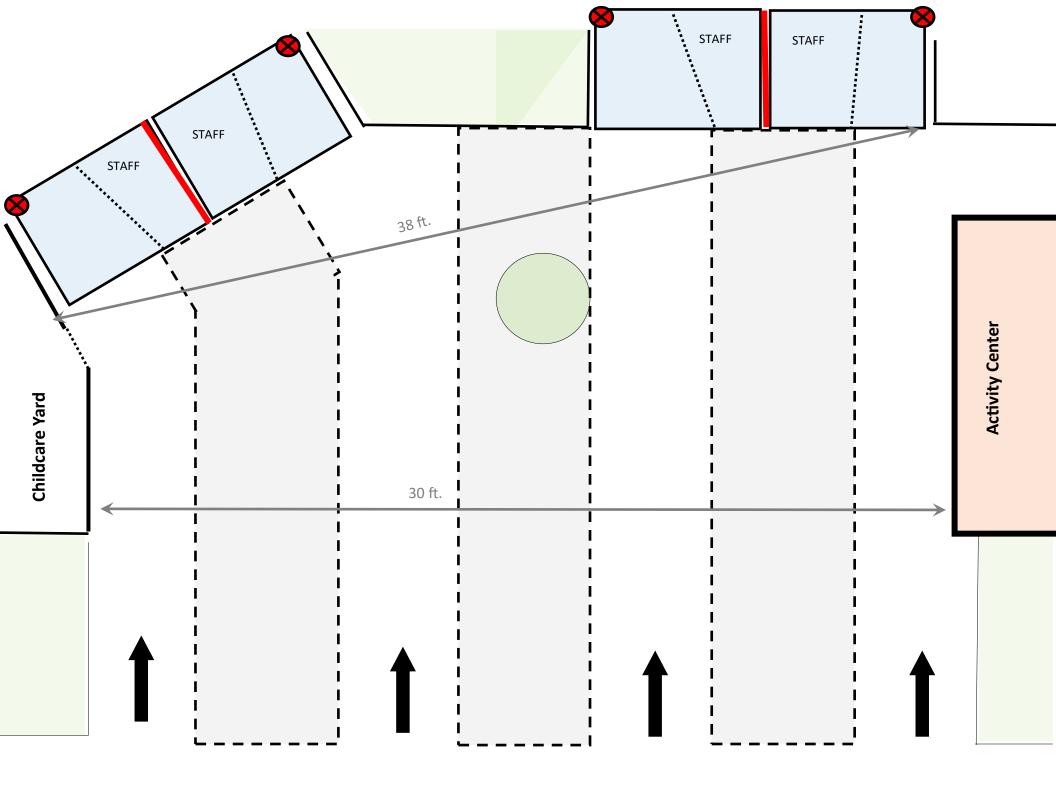
You may contact the following person with any questions or comments about this protocol:

Business Contact Name:	
Phone number:	
Date Last Revised:	



Independence Day Celebration Site Plan | Los Nietos Park | July 3, 2021





From: <u>Heather Jue Northover</u>
To: <u>Gustavo Hernandez</u>

Subject: Call center inquiry re: July 4th and June 15th

Date: Friday, April 16, 2021 12:30:58 AM

Dear Mr. Hernadez,

I received your inquiry from the call center. I apologize for the delay. Per your questions about June 15th, we still do not have clarity from the State regarding what reopening looks like at that point in time. However, we anticipate modifications to protect health will continue to be in place, even after all sectors can reopen.

Regarding Appendix Z, these guidelines are specific to large venues hosting outdoor seated live events and entertainment with advanced ticket sales. If your 4th of July event aligns with this description, please submit your event plan to Public Health using the <u>Proposed Event Form</u> to explain how the private event will be operated in compliance with all required modifications. This form should be submitted at least 14 days prior to the proposed event. LACDPH will acknowledge receipt of this application within 5 business days

It is possible that some iterations of Live Events, Private Events and Informal Gatherings protocols will be in effect after June 15, but this will depend on State guidance. It is difficult to predict at this time.

Warm regards, Heather



PUBLIC HEALTH REOPENING PROTOCOL OUTDOOR SEATED LIVE EVENTS

At this time, all public health jurisdictions in Los Angeles County, including the City of Pasadena, are in **Tier 3**, **Moderate (Orange)** of the State of CA Public Health Order <u>Blueprint for a Safer Economy</u>. This protocol applies to outdoor venues and outdoor events that have assigned seating including sporting events, live theatre, concerts, outdoor movies, live performances, and graduation ceremonies. This protocol is not intended for convention-style or general admission events where the central activity allows or requires guests to move around a shared space.

In Tier Orange, venues can open for performances and events with seated audiences in adherence to restrictions detailed in the Public Health Reopening Protocol Checklist, including, but not limited to, reduced capacity attendance, implementation of a weekly worker testing program, advanced ticketing and assigned seating, restrictions on outdoor food and drink, and designation of an on-site COVID-19 Compliance Coordinator responsible for ensuring the facility, staff, and guests are compliant with protocols.

Permissible Outdoor Venues

- The outdoor venue for live audience performances must be a permanent and fixed facility, focused around a stage, field, or other central area designed primarily for viewing entertainment or athletics by an audience OR a defined and demarcated outdoor area.
- Seat assignments must be marked clearly with at least 6 feet of distance between customer groups and seats must be able to be reserved.
- The venue must meet the CDPH definition for "outdoor", that includes the requirements to be open to the sky with no roof or have at least 50% of the total perimeter open, meaning there are no walls, doors, windows, dividers, or other physical barriers that restrict air flow, whether open or closed. There must be sufficient natural ventilation and air circulation to dilute and disperse concentrations of aerosols effectively without the support of mechanical systems. Refer to the CDPH guidance on Use of Temporary Structures for Outdoor Business Operations for additional information.
- For outdoor venues that also have indoor spaces (locker rooms, restaurants, offices), the facility must have had its HVAC system inspected by a certified HVAC inspector to ensure that it is in proper working condition and that the facility has considered optimizing ventilation through routine maintenance and/or system upgrades.
- The venue shall be designed in a way that provides operators the ability to fully control the flow, ingress, and egress of all attendees, and to separate performers, artists, and workers from the general audience.
- There must be permanent or added barriers or other demarcation to create at least 12 feet of distance between audience members and the focal point (stage or field).

COVID-19 Compliance Coordinator and Public Health Approval

 Both the venue and the event organizer must designate a COVID-19 Compliance Coordinator to review and complete this protocol checklist, implement all items, be on-site for preparation and during the event, and be responsible to ensure the facility, staff and guests are compliant with

4.19.2021 Page **1** of **17**

Pasadena Public Health Department 1845 N. Fair Oaks Avenue, Pasadena, CA 91103

requirements.

Submit this completed protocol to the Pasadena Public Health Department at envhealth@cityofpasadena.net at least 14 days before the proposed event (Rose Bowl events submit to the Rose Bowl Operating Company). You will receive an email confirming receipt of your submission within 3 business days. Additional information including a site plan, worker testing plan, vaccination and test result verification procedures, and an HVAC maintenance invoice may be required. You must receive written approval of your plan prior to holding the event. Protocols submitted less than 14 days before the proposed event may not be approved. For questions contact the Environmental Health Services Division at 626-744-6004.

Customer Groups are defined as 6 or fewer individuals from no more than 3 households.

PROTECTING EMPLOYEES AND ATTENDEES FROM COVID-19 Access to COVID-19 Vaccine

Individuals ages 16 years and older are currently eligible to obtain a vaccine effective against COVID-19. Provide information and registration assistance to staff. Workers who live in Pasadena and individuals who work at Pasadena facilities may sign up at myturn.ca.gov, call the CA COVID-19 Hotline 1-833-4224255, access the Pasadena On-call Form, or may call the Pasadena Citizen Service Center at 626-7447311 for assistance. Links to vaccine appointments at pharmacies and other federal, state, and county sites are available at the PPHD website.

In the midst of the COVID-19 pandemic, facilities must take steps to reduce the risk of an outbreak occurring among employees. Depending on the situation, public notification of an exposure to COVID19 may be required. Help ensure employees are enrolled in health insurance and have an established relationship with a primary care doctor prior to reopening. Employees can call 211 for information on health insurance and primary care physicians.

- Facilities are required to make an immediate report to the Pasadena Public Health Department any time an employee with COVID-19 (confirmed by a lab test or physician diagnosis) was at the facility while sick or up to 48 hours before showing symptoms or receiving a positive test (if asymptomatic). Operators must email nursing@cityofpasadena.net or call (626) 744-6089 and provide all information requested by the Health Department. The employer is expected to provide or ensure testing for all employees who have had a possible exposure and must follow the US Centers for Disease Control and Prevention (CDC) guidance for cleaning and disinfecting the facility. Testing resources can be found through the employee's physician, and also at https://www.cityofpasadena.net/covid-19/ and https://covid19.lacounty.gov/.
- Educate employees to contact their supervisor if they are feeling sick. The supervisor should send the ill employee home immediately, taking care to maintain that person's privacy and observing physical distancing. If the person cannot leave the premises right away, utilize a safe, designated space for isolation (6 feet or more away from others). If the illness is work-related, the employer should facilitate appropriate care for the employee, the worker's compensation process, leave time, and California Occupational Safety and Health Administration (Cal-OSHA) record keeping. Follow all applicable Cal-OSHA mandatory emergency temporary standards.

Work with the Pasadena Public Health Department to investigate any COVID-19 illness. Prepare employee records, facility floor plans, and shift/attendance logs to provide information as quickly as possible to the Health Department, including accurate contact information (phone, address, email) of all employees and guests who were in contact within 6 feet of the infectious employee for a cumulative 15 minutes or more in a 24-hour period, and other individuals as specified by the Health Department. Implement measures recommended by the Health Department.

Key Practices











Steps to Reopen

- ✓ Complete and implement this Public Health Reopening Protocol Checklist.
- ✓ Provide a copy of this completed protocol to each worker, performer, and athlete, and conduct education regarding the requirements.
- ✓ Post a copy of the Public Health Reopening Protocol in a conspicuous location that is visible to employees and guests, and post to your website.

Helpful Contact Information

- If you have questions, or if you observe a violation, you can request information or submit a complaint through the Citizen Service Center. Call 626-744-7311 or visit https://www.cityofpasadena.net/CSC.
- Additional resources, including a printable COVID-19 Business Toolkit Signage, is available at https://www.cityofpasadena.net/covid-19/#info-for-businesses.

ADDITIONAL PROTOCOLS IN ORDER TO REOPEN (if applicable)

Additional protocols relevant to operations must also be followed: https://www.cityofpasadena.net/covid- 19/#guidance-faq-protocols

Restaurants, Bars and Breweries - Public Health Reopening Protocol 4.19.2021

- Retail Public Health Reopening Protocol
- Office Workspace Public Health Reopening Protocol
- Hotels, Lodging and Short-Term Rentals Public Health Reopening Protocol

<u>CA Department of Public Health Blueprint for a Safer Economy</u>

CA Department of Public Health COVID-19 Guidance: Outdoor Seated Live Events and Performances

In the protocol that follows, the term "household" is defined as "persons living together as a single living unit" and shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial living arrangements such as boarding houses, hotels, or motels. The terms "staff", "worker", and "employee" are meant to include employees, volunteers, interns and trainees, performers, athletes, contractors and all other individuals who carry out work at the site. The term "guests" or "customers" should be understood to include members of the public and others who are not staff or employees who spend time at the business or site. The terms "venue", "site", and "facility" refer to the building, grounds, and any adjacent buildings or grounds at which permitted activities are conducted.

OUTDOOR SEATED LIVE EVENTS PUBLIC HEALTH REOPENING PROTOCOL CHECKLIST

Event organizers, in partnership with the venue operator, must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is inapplicable to the event. All policies described in this checklist, other than those related to terms of employment, are applicable to delivery staff and other third party companies on the premises. Designate a COVID-19 Compliance Coordinator to be in charge of planning and implementation of all items.

oranning and imprementation of			
EVENT INFORMATION			
Event Name:			Event Date:
Venue Name and Address:			
COVID-19 COMPLIANCE CO	OORDINATOR - VENU	JE	
Name:		Signature:	
Dhana, Frasil			
Phone: Email:			
COVID-19 COMPLIANCE COORDINATOR – EVENT ORGANIZER			
Name:		Signature:	

Phon	e:	Email:	
OCCI	JPANCY CALCULAT	ION	
	Occupancy: re Code)	33% Occupancy:	67% Occupancy (All attendee's vaccination or test results must be verified):
	Services that are cri Transactions or serv Measures are institu		nave been prioritized. d remotely have been moved on-line. o goods and services for customers who have mobility
EXTERI	NAL COMMUNICATIO	DN	
_	reservation confirm mouth whenever no face, frequently was	ations to remind custon of eating or drinking, pr ish hands with soap and	nage posted in strategic and highly-visible locations, and mers and the public to wear a mask over the nose and actice physical distancing, refrain from touching the water for at least 20 seconds, and use hand sanitizer. all cues to instruct people on how they should flow
	Post signage instruction of 100°F or above, of headache, muscle of	ough, shortness of brea r body aches, a new los	ain at home if experiencing any symptoms including feve ath or difficulty breathing, fatigue, sore throat, chills, as of taste or smell, congestion or runny nose, nausea, bsite for the most current list of COVID-19 symptoms.
	pages. Include info	mation regarding phys	y posting information on your website and social media ical distancing and masking requirements.
	customers, and gue	sts.	conspicuous location that is easily visible to workers,
	Provide a copy of th	e Protocol to all worke	rs, performers, and athletes.
INTERI	NAL COMMUNICATIO	N, TRAINING AND REC	CORDS
	Information	on <u>COVID-19</u> .	ns of the Protocol including: D-19 and how to self-screen and conduct symptom

- The importance of not coming to work if they are experiencing symptoms of COVID-19, or if someone they live with has been diagnosed with COVID-19.
- Proper use and care of face masks (CDC guidance on masks).

- Physical distancing measures, sanitization, and handwashing.
- Proper safety protocols for use of disinfecting solutions.
- Information on employer or government sponsored leave benefits the employee may be entitled to receive that would provide financial support to stay at home while ill. Provide additional information on government programs supporting sick leave and workers' compensation for COVID-19, including employee's sick leave rights under the Families First Coronavirus Response Act, the employee's rights to workers' compensation benefits, and presumption of the work relatedness of COVID-19 pursuant to the Governor's Executive Order N-62-20.

Maintain records of each employee's schedule and work area or assignment.
Consider posting signs for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746.

PROTECTION OF EMPLOYEE HEALTH

Employee Health Screening

u	breathing, fatigue, sore throat, chills, headache, muscle or body aches, a new loss of taste or smell, congestion or runny nose, nausea, vomiting, or diarrhea) before or upon arrival. The screening must include asking if the employee has had contact with a person known to be infected
	with COVID-19 in the last 14 days, and whether they are currently under isolation or quarantine orders. Consult the CDC website for the most current list of COVID-19 symptoms .
	Send employees home immediately if they arrive sick or become sick during the day. Encourage sick employees to contact their medical provider. Employees who need information on health insurance or providers can call 211.
	Notify employees that they are not to come to work if sick or if they are exposed to a person who has COVID-19. Employers must comply with Cal-OSHA requirements for quarantine and isolation, which may be more restrictive than the Pasadena Public Health Department (PPHD). For the purposes of PPHD, employees who are fully vaccinated for COVID-19 (2 or more weeks after a 2-dose vaccine series OR 2 or more weeks after a single dose vaccine) do not need to quarantine after exposure to someone with COVID-19 if asymptomatic, and may come to work if asymptomatic. The local Health Officer Order requires everyone to self-isolate when sick with COVID-19. It also requires individuals to self-quarantine for 10 days from last contact with someone with COVID-19, unless fully vaccinated. Anyone who is a close contact with someone with COVID-19 must check for symptoms for 14 days regardless of vaccination status. The employee must isolate from others immediately if symptoms develop within 14 days of exposure. Quarantine must be maintained for 10 days, even if test results are negative (no virus detected).
	Require a sick employee to stay home for at least 10 days, or until 24 hours after fever and symptoms resolve (without use of fever-reducing medications), whichever is longer.
	Review and modify workplace leave policies to ensure employees are not penalized when they stay home due to illness.
	Institute a plan in the event that one or more employees is diagnosed (by a physician or lab test) with COVID-19. The plan should include immediate isolation of the employee at home and selfguarantine of everyone that came into contact (within 6 feet for a cumulative total of 15

minutes or more over a 24-hour period, regardless of whether a mask was worn) with the ill employee, except fully vaccinated individuals who are asymptomatic. The plan should also include options for all employees identified as contacts to be tested for COVID-19 with an FDAapproved PCR test (not a blood test) if they are not fully vaccinated. However, contacts must still maintain quarantine for 10 days, even with a negative test, if they are not fully vaccinated.

Weekly Worker Testing Program

who may encounter other individuals. PCR or antigen are permissible diagnosis tests for workers and performers where the interval between tests is 7 days or less. Individuals who have not been tested for more than 7 days must be offered a PCR test.
Workers, performers, and athletes participating in weekly testing are NOT counted toward the capacity limit. Workers, performers, and athletes not participating in weekly testing shall count toward the capacity limit.
Performers and workers who are not able to perform work while wearing a face mask (actors, singers, musicians, TV broadcasters) and are not able to physically distance 6 feet from others while working without a face mask, must either be fully vaccinated or must be routinely tested at least twice weekly for COVID-19 with a PCR or antigen diagnosis test.

☐ Employers must develop a COVID-19 testing program for weekly optional testing of all workers

Ticket Sales

	Tickets must be purchased in advance of the event. Collect contact information for the ticket purchaser. On-site ticket sales are prohibited.
	Purchases are limited to blocks of six or fewer seats, for members of a single household or customer group (no more than 3 households).
	Tickets may only be purchased by California residents. Information must be prominently placed on all communications, including reservation and ticketing systems, to ensure guests are aware of requirements. At the time a guest purchases tickets, the venue must obtain an attestation that the guest's block of seat reservations contains no more than three households, and that the guest, and all members of the guest's party are in-state residents or fully vaccinated out-of-state visitors. • Fully vaccinated individuals from out of state may attend events that are restricted to instate residents.
	Protect ticketing offices with impermeable barriers, like Plexiglass. Instruct guests where to queue to maintain a minimum of six feet of physical distance.
	Venue operators must allow for at least 2 hours between events to prevent mixing across attendees.
.ri+	y and Guest Entry

Security and Guest Entry

The use of face masks is mandatory throughout the venue in all settings indoor and outdoor,
unless actively eating or drinking while seated. Guests who do not comply should be removed from the venue immediately.
Install and use touchless ticket scanners whenever possible. Ask guests to scan tickets themselves rather than passing digital electronic devices or paper tickets back and forth.
For events where vaccination records and COVID-19 test results will be verified at the point of entry, provide a protective Plexiglas barrier, disposable gloves, and hand sanitizer for staff reviewing verification documents.

L	Consider the use of walk-through metal detectors rather than hand wand metal detectors to allow workers to maintain at least six feet of physical distance from guests.
C	Workers checking bags should modify activities to minimize directly touching guest items. This could include using styluses or other instruments to search bags, asking guests to open bags and move contents, etc. Where practices might cause direct contact with guests or their items, workers should immediately sanitize hands or gloves, or wear disposable gloves and change between each guest search.
Ţ	To avoid touching attendees' personal items, operators should consider enforcing a small clear bag policy and ask guests to open their own bags for inspection. Consider necessary exceptions for medical and personal hygiene products.
C	Discontinue coat check and other amenities that require workers to unnecessarily touch guest items and increase the risk of contact of contaminated items from different households.
	Provide hand sanitizer, tissues and trash cans at or near the venue entrance.
Reta	il Transactions
_	Reconfigure merchandise and other retail areas to create physical distance between workers and guests. Encourage preordering, contactless payment, and other systems that minimize the amount of time guests spend in retail areas. Discontinue allowing guests to try on merchandise. Provide no-contact methods of payment.
	 For counter transactions, utilize a customer-facing credit card terminal, or instruct customers to place cash or card on the counter rather than directly onto the employee's hand. Provide the credit card receipt or change using the same process. Disinfect the counter, credit card terminal, check presenter, and shared pen after each use. o Employees should avoid touching their face when handling credit cards and cash. Offer any transactions or services that can be handled remotely on-line.
Face	Masks*
Ţ	All individuals are required to wear an appropriate face mask with 2 or more layers that covers the nose and the mouth at all times. This applies to all adults and to children 2 years of age and older. Masks with one-way valves and single layer cloth face masks must not be used. Only individuals who have been instructed not to wear a face mask by their medical provider due to a medical condition, mental health condition, or disability that prevents wearing a face mask are exempt from wearing one. Reference CDC guidance for better masks: https://www.cdc.gov/coronavirus/2019-ncov/your-health/effective-masks.html
[Double masking, as described by the CDC, can increase protection if it improves the seal and filtration, so one option is wearing a multi-layer disposable mask under a multi-layer, well-fitting cloth mask that pulls the edges of a disposable mask against the face.
[Prohibit employees from eating or drinking anywhere inside the workplace other than designated break areas (staying at least 6 feet apart) to ensure face masks are worn consistently and correctly.
[Performers and workers in the performance sector who cannot feasibly perform or work with a face mask are not required to wear a face mask during the time period in which such tasks are actually being performed on the condition that: (1) the unmasked performer or worker is at least six feet away from all other persons, or at least 12 feet if the performer is singing or playing a wind or brass instrument; or (2) all unmasked performers or workers and any workers who come

into contact with those people are routinely tested at least twice weekly for COVID-19 (PCR or antigen are permissible diagnosis tests for routine testing of performers and workers).

^{*} Individuals with chronic respiratory conditions, or other medical conditions that make use of a face mask hazardous are exempted from this requirement. Children under age 2 years should not wear a face mask. Refer to the CDC quidance on masks for additional information on use and care of the face mask.

 Provide access to handwashing sinks stocked with soap, paper towels, and hands-free trash receptacles. Allow employees time during their shift to wash their hands frequently. Restrooms Place trash can near the door if the door cannot be opened without touching the handle, so restroom users may use a paper towel to cover the doorknob. Maintain compliance with accessibility standards and fire code. Increase frequency of cleaning and disinfection of restrooms. Designate an employee to ensure restrooms stay operational and stocked at all times. Food and Drink Concessions Outdoor food and drink concessions are allowed with physical distancing. 	
Restrooms ☐ Place trash can near the door if the door cannot be opened without touching the handle, so restroom users may use a paper towel to cover the doorknob. Maintain compliance with accessibility standards and fire code. ☐ Increase frequency of cleaning and disinfection of restrooms. ☐ Designate an employee to ensure restrooms stay operational and stocked at all times. Food and Drink Concessions	
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Food and Drink Concessions	
Outdoor food and drink concessions are allowed with physical distancing	
 Venues that offer food and drink concessions should encourage customers to order on-line cover the phone, whenever possible. 	r
☐ Indoor concessions and indoor concourse sales must remain closed, except for designated, seated dining areas that operate at no greater than 25% capacity.	
Singing, Yelling, and Chanting	
☐ Attendees should not be encouraged to yell, sing, chant, boo, use noise makers, or engage in other similar practices that increase the likelihood of transmission from contaminated exhalo droplets and aerosols.	ed.
PHYSICAL DISTANCING Capacity Restrictions	
Attendance is limited to a maximum 33% of total venue capacity as determined by operating capacity or applicable fire code. Guests in suites count toward this capacity limit.	
 Workers, performers, and athletes participating in a weekly testing program, and workers, performers and athletes who are fully vaccinated, do NOT count toward the capacity limit. 	š
 Workers, performers, and athletes who are not fully vaccinated and are not participating in a weekly testing program shall count toward the capacity limit. 	
□ Suites are limited to 25% occupancy with no more than 6 individuals. Customer groups comprised of multiple household units must physically distance by household while in the su Guests in suites count toward the capacity limit.	
 Suites may be occupied at full capacity if all persons in the suite provide proof that the are fully vaccinated. Venues may increase capacity to 67%, if all guests show proof of a negative COVID-19 PCR te 	•

result within the 72 hours prior to attendance, a negative COVID-19 antigen test result within 24

hours prior to attendance, or show proof of full vaccination. Customers must attest to full vaccination status for each member of their group at the point of purchase. Customers must also provide the venue the required test or vaccination documents at the time of entry.
 The venue must strictly and continuously meter entry and exit of guests at all entrances in order to track occupancy to ensure compliance with capacity limits. Operators that are insufficiently or not metering, and venues that appear to be over-capacity may, at the discretion of the Public Health Officer, be closed until these issues are rectified.

Customer Seating

Customer groups are limited to 6 individuals from no more than three household units.
Customer groups may sit together outdoors. Customer groups comprised of multiple household units must physically distance by household while seated in a suite.
Assigned seating is required to allow physical distancing of at least 6 feet in all directions between customer groups. Spacing must allow concessions workers to easily approach a group to sell concessions without coming into close contact with other groups.
Audience seating locations must be fixed, and must be marked with readily identifiable signs to indicate the section, row, and seat. Assigned seats must clearly define space for individuals with appropriate space per person (no blanket reservations, group, or standing areas), and nonpermanent seating arrangements must not be altered by spectators.

A **Tested-Only Section** is defined as a seating area where attendees who have tested negative are seated in a designated section with other attendees who have tested negative.

- Testing must be conducted within 72 hours before event start time, if using PCR. Antigen tests
 are acceptable and must be conducted within 24 hours of start of the event. Results of the test
 must be available prior to entry into the event or venue.
- A printed document from the test provider or laboratory, OR an email or a text message from the test provider or laboratory located on the attendee's phone, are acceptable as proof of a negative COVID-19 test result.
- o The information provided should include name of person tested, type of test performed, and date of negative test result (for PCR, date of negative result must be within prior 72 hours; for antigen, date of negative result must be within prior 24 hours).
- Customer groups seated in the Tested Only Section must still be physically distanced a minimum of 6 feet in all directions from other customer groups.

A **Fully Vaccinated Only Section** is defined as a seating area where fully vaccinated attendees are seated in a designated section with other fully vaccinated attendees.

- o Individuals are considered fully vaccinated for COVID-19, 2 weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or 2 weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).
- Children (> 2 years of age) who are not eligible to be vaccinated may sit with their parent or guardian in the Fully Vaccinated Only Section if they are tested. Children younger than 2 do not need to be tested and may also sit with their parent or guardian in the Fully Vaccinated Only

- Section. Children sitting with their parent or guardian in the Fully Vaccinated Only Section, as permitted by age or testing, are considered for purposes of social distancing to be fully vaccinated.
- A vaccination card (which includes name of person vaccinated, type of vaccine provided and date last dose was administered) OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of vaccination from a healthcare provider are acceptable as proof of vaccination. Check for full vaccination by ensuring criteria above have been met (date of the 2nd dose in a 2-dose series or single dose for Johnson & Johnson/Janssen vaccine was more than 2 weeks prior to date of event entry). O Fully Vaccinated Only Sections must be separate, distinct, and clearly marked from any other section of the venue that is set aside for tested attendees.
- Individuals in the Fully Vaccinated Only Section do not have to be physically distanced. Face coverings are required.
- Fully Vaccinated Only Sections may be seated at full capacity within that section only. Suites may
 also operate at 100% of suite capacity if all guests show proof of full vaccination. However,
 capacity for the venue must not exceed the limits established above.
- o There must be at least 12 feet of distance in all directions between the Fully Vaccinated Only Section and any other section in the venue.

Controlling the Flow of Guests Moving through the Venue

Be prepared to queue customers outside with adequate space to maintain physical distance, and with the use of visual cues. Place an employee near each entry, but at least 6 feet from the nearest guests, to track occupancy and to direct customers to line up six feet apart outside the entrance if the venue has reached its occupancy limit or until their reservation time.
Designate separate routes for entry and exit, activity areas, seating areas, and employee work areas to help maintain physical distancing and lessen the instances of people closely passing each other. Use one-way directional hallways and passageways if feasible.
Particular attention should be given to staggered exiting of venues at the conclusion of an event
Dedicate ushers during breaks and intermissions to ensure orderly entry and exit from and into venue areas. Use ushers to preserve appropriate space in queuing areas and help customers understand where lines begin as additional space may make it difficult to see where to stand.
Remind attendees to stay in their seats except for visits to the restroom, to pick up concessions, to visit a retail area, or to eat at a designated outdoor dining area. Place employees in the concourse to remind attendees not to congregate.
Extra measures must be implemented and guests monitored to ensure physical distancing at all locations where crowding is most likely to occur, including, but not limited to, restrooms, concessions, retail sales areas, etc.

CLEANING AND DISINFECTION

Develop a disinfection plan that identifies the surfaces to be disinfected, the frequency, and the person assigned to the task.

	Use products approved for use against COVID-19 on the <u>Environmental Protection Agency (EPA)</u> list and follow product instructions and Cal/OSHA requirements.
	Frequently disinfect high traffic areas and commonly touched surfaces such as doorknobs, railings, light switches, handles, faucets, trashcans, fixtures, and dispensers.
	Disinfect shared equipment between shifts or between users, whichever is more frequent, including printers, phones, keyboards, staplers, fax machines, counters, and protective barriers.
	Disinfect equipment that passes between employees and customers, such as pens and credit card machines, after each use.
	Provide disinfection supplies in multiple locations readily available to employees, and not accessible to children.
	Prop doors and gates open where possible and applicable to reduce touching of handles, consistent with fire codes and accessibility standards.
	Install hands-free devices wherever possible such as trash cans, soap and paper towel dispensers, door openers, and light switches.
	Provide time for workers to implement cleaning practices during their shift.
BUILDI	NG SAFETY
Water	Safety
	Stagnant water in pipes increases the risk for growth and spread of legionella bacteria. When reopening a building, it is important to flush both hot and cold water lines through all pipes and points of use including faucets and showers. Appropriate PPE including an N95 respirator must be worn. Information regarding this process can be found at the CDC website .
Ventila	tion
	For outdoor venues that also have indoor spaces (locker rooms, restaurants, offices), the facility must have had its HVAC system inspected by a certified HVAC inspector to ensure that it is in proper working condition prior to reopening.
	Consider HVAC upgrades to improve air filtration in the indoor areas of the venue (targeted filter rating of at least MERV 13) and increase fresh air ventilation.
	Where possible, install portable high-efficiency air cleaners, upgrade the building's air filters, and make other modifications to increase the quantity of outside air and ventilation in all working areas. Conduct routine maintenance and cleaning of HVAC systems to keep ventilation optimized.
	Consider opening windows, if feasible, safe, and compliant with the Fire Code and ADA requirements.
	If fans such as pedestal fans or hard mounted fans are used, take steps to minimize air from fans blowing from one person directly at another.
	Review and follow the California Department of Public Health's <u>Interim Guidance for Ventilation</u> , <u>Filtration</u> , and <u>Air Quality in Indoor Environments</u> .

ADDITIONAL RECOMMENDATIONS FOR PRODUCTION DEPARTMENTS

Considerations for On-Air Talent

	During live sporting events, on-air talent, including pre-game reporters, play-by-play announcers, sideline reporters and others who appear on-camera before, during or after a live broadcast of a game may remove their face masks during times when they are on-air, provided that they are at least 6 feet from any other individual while they are on-air. At all other times, they must wear an appropriate face mask.
	If possible, on-air talent should broadcast in an outdoor or open-air setting. On-air talent that is broadcasting from an indoor booth setting must be positioned at least 6 feet from others in the booth, and if the booth is occupied by more than one on-air announcer, there must be barriers set up between them.
	Those who conduct interviews with players, coaches or others (e.g., sideline reporters) must keep their face masks on at all times during interviews.
	All broadcasters must be included in the venue and/or operator's COVID-19 worker testing programs and offered at least weekly PCR testing, if they are not fully vaccinated.
Consid	erations for Venue Support Operations: Sound, Lighting, Scenery, Props, Rigging, Special Effects
	Consider options to limit the number of staff needed for back-of-house production departments and identify ways they can complete tasks separately from each other. For example, where feasible, the lighting department should be allowed to work alone on set until the lighting is complete before other departments undertake their tasks.
	Evaluate the increased risk from standard working processes involving close contact (heavy lifting, working in confined spaces such as scissor lifts, lighting grids, moving large lamps, textile tying, etc.) and modify those work processes, where possible, and ensure workers have access to the proper protective equipment.
	Clean touchable surfaces between shifts or between users, whichever is more frequent, such as tools, handles and latches, and controls on equipment and in the cab of vehicles.
	Sanitize reusable PPE (such as face shields) and employer-owned and controlled equipment, such as hard hats, at the end of each shift.
	Post signage to remind workers to take precautions while moving through choke points and working in confined areas such as hallways, hoists, and elevators.
	Limit use of shared production equipment to a single worker or a team (e.g., sound equipment should be handled by a designated person or sound team).
	Disinfect communication technology before and after each use. Label equipment with the user's name to avoid unintentional sharing.
	Allow additional time for workers to wash their hands or use hand sanitizer after handling keys, opening car doors, or touching other's items.

Considerations for Performers, Musical Performers, and Rehearsals

☐ For Performers:

- Use precautions when performing in large groups or ensembles and evaluate the necessity of such activity on a case-by-case basis. Background players, stand-ins, and other non-essential performers on set should not linger in crowded holding areas unnecessarily. Backstage areas should be sufficiently large to ensure adequate spacing between performers and workers.
- Performing groups should consider modifications to rehearsals where face masks cannot be worn, that break physical distance, or that require performers to touch their own or other's faces.
- Use microphones for performances to the maximum extent feasible so performers can limit voice projections, which cause more particles, aerosols, and droplets to be released and travel farther.
- Performers who are minors should be accompanied by a parent or guardian. Children should be given special instruction and guidance on the use of any provided protective equipment and safety protocols.

☐ For Musical Performers:

- Performers should empty water keys onto disposable or paper towels whenever possible and turn away from others when emptying to avoid fluid contamination. Musicians should discard their own used towels and wash their hands or use hand sanitizer after disposal. If musicians empty water keys onto non-disposable towels, the towels must be clean when brought to performance or practice, removed by the musician and placed into a sealed container away from others for laundering, and the musician must wash their hands or use hand sanitizer.
- o Perform instrument cleaning, including wiping down and blowing through, at home and away from others before and after practice.
- Do not share instruments, if possible. Consider discontinuing assistance from musician assistants, such as page-turners, or others that cannot maintain at least six feet of distance. Discontinue single-piano duets.
- o Shared musical instruments must be cleaned and disinfected in accordance with the manufacturer's instructions between users.
- o Increase distancing between people who sing or chant and others, and also between brass and wind instrument performers and others to greater than 6 feet, when not wearing face masks. Consider use of barriers to add further separation in these cases.
- Wind instrument performers should use additional modifications as appropriate, such as devices to capture aerosols or to redirect air emitted from the instrument.

☐ For Rehearsals:

- Performances where there is increased likelihood for transmission from lack of face mask use or contaminated exhaled aerosols (such as singing, chanting, brass and woodwind playing) are strongly recommended to rehearse outdoors.
- When performers cannot wear face masks as part of their rehearsal such as opera singers and woodwind musicians, operators must modify rehearsal activities.

Modifications include maintaining strict small groups, implementing at least weekly testing of participants during rehearsal as well as performance season, limiting the amount of time and the number of workers without face masks, maintaining physical distance between those without face masks and others to at least six feet, installing impermeable barriers between people, and ensuring proper ventilation.

o If a large group is required for the performance, minimize the time the full group is in proximity with each other by rehearsing in subgroups.

Considerations for Costume, Wardrobe, Hair and Make-up

For	Costume	and W	Vardro	he'

- Consider options that allow performers to arrive in their own wardrobe. Where feasible, encourage background performers to also wear their own clothes from home. Separate dressing areas to permit physical distancing if this is not possible.
- Ensure costume dressing and quick-change protocols are staggered and supervised by wardrobe attendants.
- Each cast member's costume and wardrobe supplies should be kept in separate, labeled plastic bags.
- ☐ For Hair and Makeup Hair and make-up crew members should refer to the Personal Care Services Protocol and the Hair Salons Protocol. Hair extensions and wigs should be thoroughly cleaned according to the manufacturer's directions after each use.
 - Makeup application tools and supplies should be purchased per performer and used only on that individual. These supplies should be kept in individual cast bags.
 Mix foundation, powders, lipstick, and other makeup items on a disposable palette for each individual. Use disposable, single-use applicators for each person.
 - o Performers should apply their own minor touch-ups, where possible, to avoid additional contact.
 - o Performers should also remove their own makeup to limit contact at the end of the day.

Considerations for Construction Mills and Set Design

Construction mill and set design workers should refer to additional <u>industry guidance</u> on the Construction and Manufacturing industries.
Consider whether the set design crew can operate separately from production, including fully dressing locations prior to performances without interaction with other workers.
Develop stage layouts to limit the number of staff and performers on site and maximize the physical distance between performers.
Additional cleaning and disinfection practices should be developed for key props, furniture, or other set dressing which has repeated and regular exposure with workers. Where possible, limit the number of people who have contact with key props.

Considerations for Travel

Production should evaluate whether travel is essential and should limit the number of workers			
asked t	o travel. Check the current CDPH Travel Advisory for those traveling from out of state and		
the Los	Angeles County Travel Advisory for those traveling through LA County. Review the CDC		
guidelir	nes on air travel and encourage all traveling personnel to do the same.		
☐ Develop a detailed process and plan for travel, which should include:			
0	Implementing small travel groups.		
0	Ensuring facilities in proximity of venues can support necessary lodging and dining demands and any potential medical needs.		
0	Reviewing the local, state, and <u>CDC Travel Recommendations by Country</u> and avoiding all destinations, both domestic and international, where there is widespread ongoing transmission.		
0	Follow relevant local or state guidance regarding self-quarantine upon return from areas of higher transmission.		
Consider lodging workers in apartments instead of hotel rooms where they might interact with other guests or hotel staff.			
Where possible, workers should drive separately in their own vehicles, unless part of the same traveling small groups.			
	If a number of workers are in hotels, consider bus transport. If using shared vehicles, minimize the number per vehicle to support physical distancing, require passengers to wear face masks.		



Hotels, Lodging and Short-Term Rental Protocols: Appendix Q

Recent Updates:

- 4/16/21 Outdoor seated live events, indoor seated live events, and private events (such as meetings, receptions, conferences) may occur provided such events adhere to CDPH Guidance.
- 3/3/21 Long Beach is subject to the Orange Tier under the State's Blueprint to a
 Safer Economy as of March 31, 2021. Updates to live entertainment requirements
 and capacity for weddings and funerals. Food and beverages may be served for
 weddings and funerals provided the guests remain seated at tables in accordance
 with the Restaurant Protocol. Self-service food and beverages, family-style eating,
 and buffets are prohibited.
- Changes highlighted in yellow.

The requirements below are specific to hotels, lodging, and short-term industries now approved to reopen. Hotel and lodging operations with large meeting venues, banquet halls, or convention centers, if applicable, must keep these areas closed until each of these types of establishments are allowed by the Health Officer order to resume modified or full operation. In addition to the conditions imposed on lodging establishments by the State Health Officer, which may be found at https://covid19.ca.gov/industry-guidance/, such establishments must comply with this Protocol.

Short-term rentals ("STRs"), or shared rental units, are permitted subject to this Order, and also pursuant to any Ordinance or regulation adopted by the City that governs the operation of short-term or other shared rental units. Shared rental units, such as, but not limited to, STRs or time-shares may only be rented provided that the owner/host of the unit, or anyone affiliated with the owner/host does not also occupy or live in the unit at any time during the duration of the stay/rental period; unless the owner/host has a separate exterior point of entrance and exit and no facilities such as a kitchen area, bathroom, or other living space is shared with the guest/tenant during the stay/rental period.

Short-term rentals, or shared rental units, are permitted subject to the Long Beach Safer at Home Order, and also pursuant to any Ordinance or regulation adopted by the City of Long Beach that governs the operation of short-term or other shared rental units.

Property managers, timeshare operators, and other rental unit owners and operators are only allowed to rent unoccupied units and cannot rent rooms or spaces within an occupied residence until otherwise notified. A residence or unit that is rented while the operator is not physically present or has a separate exterior entrance and exit that does not require the use of shared facilities, and is otherwise unoccupied, should be considered an unoccupied unit.

Additional protocols relevant to hotel and lodging operations must also be followed:

- Restaurants and bars
- Fitness Centers
- Hair Salons
- Nail Salons

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V11 4/16/2021 Page 1 of ¹¹



- Personal Care Services
- Public Pools
- Retail Operations
- Office Spaces
- Golf Courses
- Tennis Courts
- Outdoor operations with temporary structures must comply with CDPH guidance titled the "Use of Temporary Structures for Outdoor Business Operations found at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Use-of-Temporary-Structures-forOutdoor-Business-Operations.aspx) Any City-issued permits required to operate outdoors, including any permits required to install any tent, canopy, other sun shelter, or structure used for outdoor operations, must be obtained prior to operation.
- For events and live entertainment:
 - Outdoor seated live events and performances may occur in accordance with guidance issued by the State Health Officer titled "COVID-19 Industry Guidance: Outdoor Seated Live Events and Performances" found at https://files.covid19.ca.gov/pdf/guidance-live-performances--en.pdf.
 - Indoor seated live events and performances may occur in accordance with guidance issued by the State Health Officer titled "COVID-19 Industry Guidance: Indoor Seated Live Events and Performances" found at https://files.covid19.ca.gov/pdf/guidance-live-performances-indooren.pdf.
 - Private events (such as meetings, receptions, conferences) may occur in accordance with guidance issued by the State Health Officer titled "COVID-19 Industry Guidance: Private Events" found at https://files.covid19.ca.gov/pdf/guidance-private-events--en.pdf.
 - Capacity at live events and private events shall not exceed the capacity limits in the Long Beach Health Order for other sectors, including, but not limited to, restaurants and bars.

Please note: This document may be updated as additional information and resources become available so be sure to check the Long Beach COVID-19 website at www.longbeach.gov/covid19 regularly for any updates to this document.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

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V11 4/16/2021 Page 2 of ¹¹



All businesses covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.

Business name:	
Facility Address:	

A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH (CHECK ALL THAT APPLY TO THE FACILITY)

- > Everyone who can carry out their work duties from home has been directed to do so.
- → Vulnerable staff (those above age 65, those who are pregnant, and those with chronic health conditions) are assigned work that can be done from home whenever possible, and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- All employees have been told not to come to work if sick or if they are exposed to a person who has COVID-19.
 - o Information on employer or government-sponsored leave benefits the employee may be entitled to receive that would make it financially easier to stay at home. See additional information on government <u>programs</u> supporting sick leave and worker's compensation for COVID19, including employee's sick leave rights under the <u>Families First Coronavirus Response Act</u> and employee's rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's <u>Executive Order N-62-20</u>
- → Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- → In the event that 3 or more cases are identified within the workplace within a span of 14 days the employer should report this cluster to the Long Beach Department Health and Human Services at 562570-INFO.
- → Symptom checks are conducted before employees, contractors, vendors or other service providers may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon the employees' arrival.

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V11 4/16/2021 Page 3 of ¹¹



- → A temperature check should be done at the worksite if feasible.
- → All employees who have contact with the public or other employees during their shift(s) are offered, at no cost, a cloth face covering. The covering is to be worn by the employee at all times during the workday except where the employee is working in a vehicle, office, or room alone. Employees who have been instructed by their medical provider that they should not wear a face covering should wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves should not be used.
- → Employees are instructed on the proper use of face covering, including the need to wash their face coverings daily.
- → Housekeepers and others who must enter guest rooms are directed to wear a cloth face covering. Employees are directed to ensure hand hygiene practices including handwash frequency, use of hand sanitizer and proper glove use are adhered to.
- → Employees are required and permitted adequate time for, to wash their hands at least every 30 minutes, or as needed if gloves are provided. Where hand washing is impracticable, hand sanitizer with that contains at least 60% alcohol has been provided to the employee instead.
- → Employees are reminded to cover coughs and sneezes with a tissue. Used tissue should be thrown in the trash and hands washed immediately with soap and warm water for at least 20 seconds.
- All employees, vendors and delivery personnel have been provided instructions regarding maintaining physical distancing and the use of face coverings.
- → Breaks are staggered, in compliance with wage and hour regulations, to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- → Employees are prohibited from eating or drinking anywhere inside the workplace other than designated break areas or in a private office that is not shared with others.
- → Employees are properly trained on all COVID-19 policies and procedures.
- → A written, worksite-specific COVID-19 plan including a risk assessment of all work areas has been developed.
- → A designated person has been identified to implement the plan.
- → Employees are trained on the proper use of cleaning and disinfecting products, including Cal/OSHA requirements for safe use. Employees are provided aprons, gloves and other protective equipment as required by the product.
- → Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:

0	Break rooms		0
	Restrooms		0
	Other		<i>></i>
	Disinfectant and rel	ated supplies are available to employees at the following location(s):	
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→ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

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V11 4/16/2021 Page 4 of ¹¹

Copies of this Protocol have been distributed to all employees.

→ Optional—Describe other measures:

B. MEASURES TO ENSURE PHYSICAL DISTANCING

- → Measures to ensure physical distancing of at least six feet between and among employees, guests, and the public are implemented, including areas where guests and employees line up.
 - o This includes the use of physical partitions or visual cues (e.g., floor markings or signs to indicate where employees and/or quests should stand).
 - This includes check-in, check-out, elevator lobbies, coffee shops and dining, and taxi and ridesharing lines.
 - Physical barriers are installed at all transaction counters where 6 feet physical space is not possible between employees and guests.
- → Guests enter doors that are either propped open, are automated or manually operated by an employee who is frequently handwashing and/or using proper hand sanitizer.
- → Peak period queuing procedures are implemented, including a lobby greeter where applicable. Guests are queued to maintain at least six feet of physical distance between parties.
- → All furniture in public spaces has been arranged to incorporate social distancing guidelines.
- → Physical distancing measures are implemented in employee break areas, uniform control areas, training classrooms, shared office spaces, employee services window, and other high-density areas in order to appropriately distance between employees.
 - Where possible, outdoor break areas with shade covers and seating that ensures physical distancing between employees is provided.
- Guest room service, laundry and dry-cleaning services, and amenity deliveries are made using contactless pick-up and delivery protocols, wherever possible.
- → Housekeeping only services rooms when guests are not present.
- → Employee pre-shift meetings are conducted virtually or in areas that allow for appropriate physical distancing between employees.
- → Employee arrival times are staggered to minimize traffic volume in back of house corridors and service elevators.
- → Employees are discouraged from congregating in high traffic areas such as bathrooms and hallways. Established directional hallways and passageways for foot traffic, where possible, to eliminate people from passing by one another.
- → Office spaces, lobbies, front desk check-in areas, business centers, concierge service areas, and other spaces are redesigned, where possible, to ensure workspace and guest accommodations allow for at least six feet distancing.

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V11 4/16/2021 Page 5 of ¹¹





- → Elevator capacity is limited to 4 individuals or a family at a time for any elevator that does not allow for 6-foot physical distance between riders. All riders are required to wear cloth face coverings.
- → Employees are instructed to avoid handshakes and similar greetings that break physical distancing.
- → Person-to-person contact for delivery of goods to physical offices is eliminated, where possible. Avoid touching others' pens and clipboards.

C. MEASURES FOR INFECTION CONTROL

COMMON SPACES (CHECK-IN, LOBBY, ELEVATORS, ETC.)

- → The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased in common spaces and guest rooms.
- → Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in all offices, guest rooms and other spaces.
- → For facilities or guest rooms that have not been operating, flush each of the hot and cold-water fixtures for five minutes prior to reopening to replace stale water in the facility's plumbing with a fresh and safe water supply.
- → Cleaning and disinfecting products that are approved for use against COVID-19 on the <u>Environmental Protection Agency (EPA)- approved list</u> are used per the manufacturer's instructions. Disinfectant products on the N list with asthma-safer ingredients are selected.
 - Customers should enter through doors that are propped open or automated if possible.
- → Hand sanitizer dispensers (touchless, when possible) are installed at key guest and employee entrances and contact areas such as driveways, reception areas, hotel lobbies, restaurant entrances, meeting and convention spaces, elevator landings, pools, salons and exercise areas.
- → Guests are instructed that they must wear cloth face coverings whenever they are not eating and/or drinking; this includes upon entry to the facility, when walking anywhere in the facility, and when using the restrooms. This applies to all adults and to children over the age of 2. Only individuals with chronic respiratory conditions or other medical conditions that make the use of a face covering hazardous are exempted from this requirement.
 - O Customers who refuse to wear a cloth face covering may be refused service and asked to leave. → Customers arriving at the site with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are wearing face coverings if age permits.
- → Servers, bussers, and other employees moving items used by customers (dirty cups, plates, napkins, etc.) are to wear disposable gloves prior to handling.
- → Cashless transactions are encouraged. If reasonable for the food facility, customers are enabled to swipe their own credit/debit cards, and card readers are fully sanitized between each guest use.
- → Optional Describe other measures (e.g. providing senior-only hours, incentivizing non-peak sales):

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V11 4/16/2021 Page 6 of ¹¹



- → Contactless technology is implemented for check-in, payment, accessing rooms or making special requests, wherever possible.
 - Key cards are sanitized after use.
- → To the extent possible, guests to the hotel are registered in a guest log that includes the guest's name, phone number and email address which can also be done at the time of registration.
- → Phones, tablets, laptops, desks, pens and other work supplies are cleaned and disinfected before, during and after each shift or anytime the equipment is transferred to a new employee. This includes phones, radios, computers and other communication devices, payment terminals, kitchen implements, engineering tools, safety buttons, folios, housekeeping carts and cleaning equipment, keys, time clocks, and all other direct contact items.
- Workstations, desks, and help counters are provided with proper sanitation products, including hand sanitizer and sanitizing wipes, and personal hand sanitizers to all staff directly assisting customers.
- → Vacuum cleaners are equipped with HEPA filters. Employees are to use vacuum cleaners instead of sweeping floors with brooms, where possible.
- → Thorough cleaning in high traffic areas such as hotel lobbies, front desk check-in counters, bell desks, break rooms and lunch areas, changing areas, loading docks, kitchens, and areas of ingress and egress including stairways, stairwells, handrails, and elevator controls is performed.
- → Commonly used surfaces are cleaned and disinfected throughout the day and evening, including door handles, vending and ice machines, light switches, phones, washer and dryer doors and controls, baggage carts, shuttle door handles, toilet and handwashing facilities.
- → Workers are provided time to implement cleaning practices during their shift.
- → Manually operated ice machines are closed.
- Restrooms are cleaned and disinfected regularly using EPA approved disinfectants according to the manufacturer's directions, on the following schedule:

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Employees are directed to not open the doors of cars or taxis.

- → Valet service drivers, baggage handlers, and housekeepers are to wash their hands regularly during their shift and/or use proper hand sanitizer.
- → If valet service is provided, valet service drivers are required to wear face coverings, gloves and maintain social distancing guidelines.
 - Key fobs are to be placed into plastic bags. O Steering wheel, ignition button, door handles,
 shifters are wiped with an approved disinfecting wipe. O Customers are notified of valet cleaning and disinfection procedures.
- Here to adhere to valet service requirements, including cleaning and disinfecting seating areas between guests.
- → Self-parking options are encouraged with guests.

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V11 4/16/2021 Page 7 of ¹¹



GUEST ROOMS

- → Bellman/Porters are to wear face coverings and utilize gloves when handling guest baggage. Where possible, baggage deliveries are to be placed in the room by the guest.
- → Housekeeping is to minimize contact with guests' personal belongings when cleaning.
- → Housekeepers have ventilation system operating and/or open windows whenever possible to increase air circulation when servicing rooms.
- Housekeeping is allowed extra time to clean rooms to account for required precautions and to allow them to conduct more thorough cleaning and disinfection of rooms between guests, when required.
 - o Housekeepers are provided appropriate protective equipment for cleaning.
- → Surfaces within guest rooms are cleaned and disinfected daily during room cleanings. Exception for guests who request that housekeeping not provide daily room service/cleaning.
- → Kitchen items, including pots, pans, and utensils are cleaned and sanitized between each guest stay.
- All dishes are washed, including the ones in cabinet between each guest stay. Consider replacing utensils with one-time use dinnerware, if feasible.
- → Single-service coffee makers are provided with disposable cups, instead of glassware, coffee cups or multicup makers.
- → Mini bars are not available to guests. All products are removed.
- → Adequate dish soap and new, unused sponges, disinfecting wipes are provided for each guest upon arrival.
- All appliances and kitchen areas, including refrigerator shelving, the oven stovetop, coffeemakers, toasters, pantry shelves and other areas are cleaned between each guest stay.
- → No reusable collateral, such as magazines, menus, local attraction details, coupons, etc. are available in guest rooms. Critical information is provided as single-use collateral and/or electronically posted.
- → Housekeeping employees are provided with gloves when removing dirty linens. Dirty linen is placed in singleuse, sealed bags.
- All towels and linens are removed and cleaned at the conclusion of each guest stay regardless of whether they appear to have been used or not.
- → All bed linen and laundry is washed at a high temperature and cleaned according with CDC guidelines.
- All nonessential maintenance is scheduled when room is not occupied. Handle only emergency or urgent issues as allowed by applicable law where possible.

SHORT-TERM RENTAL CONSIDERATIONS

- → Self or remote check-in and checkout is offered where possible.
 Standard check-in and checkout times are implemented to allow for enhanced cleaning processes between guest stays.
- The rental unit is thoroughly cleaned and disinfected after each guest stay. This includes wiping down and cleaning and disinfecting all high-touch areas, including bed rails, tables, TV remotes, headboards, countertops, kitchen appliances, refrigerator handles, stove knobs, mirrors, and other items.
- All recycling, garbage and trash is removed between guest stays. This includes removing and disposing of any food items that may have been left in the refrigerator, freezer, and pantry.

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V11 4/16/2021 Page **8** of ¹¹



- o Trash cans are lined with disposable bags.
- → Laundry hampers are to be cleaned and disinfected after each use. Hampers are lined with a bag liner that is either disposable or can be laundered after each use.
- All linens are removed and laundered between each guest stay, including items that appear to not have been used.
 - Use gloves when removing dirty linens. Dirty linen is placed in single-use, sealed bags.
 - o Wash hands with soap or use hand sanitizer immediately after gloves are removed.
- → No extra linens are stored in the rental unit. Linens are provided only upon request.
- → All bed linen and laundry is washed at a high temperature and cleaned according to <u>CDC guidelines</u>.
- All soft surfaces are cleaned based on the manufacturer's instructions. This includes items like carpet, bedding, curtains, and upholstery.
- → Kitchen items, including pots, pans, and utensils are cleaned and sanitized between each guest stay.
- All dishes are washed, including the ones in cabinet between each guest stay. Consider replacing utensils with one-time use dinnerware, if feasible.
- → Vacuum cleaners are equipped with HEPA filters. A vacuum cleaner is used instead of sweeping floors with brooms, where possible.
- → Bathroom toilets, showers, bathtubs, sinks, cabinets, and shelving are sprayed with a multi-surface cleaner approved for use against COVID-19. Mirrors and any glass are properly wiped. Bathroom floors are mopped and/or vacuumed.
- The rental unit is provided with additional hand soap, paper towels, toilet paper, disinfecting spray or wipes and hand sanitizer.
- → External or professional cleaning companies, when used, provide periodic confirmation that cleaning and disinfection standards are being followed.
- → Guests are notified of cleaning and safety measures both pre-stay and during stay, via the listing content and property information booklet.
- All nonessential maintenance is scheduled when the rental unit is not occupied. Handle only emergency or urgent issues as allowed by applicable law where possible.
- The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. High filtration efficiency filters are used and replaced regularly.

D. MEASURES THAT COMMUNICATE TO THE PUBLIC

- → A copy of this protocol is posted at all public entrances to the facility.
- → Guests are notified of the facility's policies and procedures prior to their arrival. This includes the right to cancel reservations for parties with symptomatic visitors and the new check-in procedures, physical distancing requirements, and cleaning and disinfecting schedules for accommodations, amenities, and common areas.

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V11 4/16/2021 Page **9** of ¹¹



> Signage is posted that reminds guests and the public to maintain physical distancing of six feet, wear cloth

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V11 4/16/2021 Page 10 of ¹¹



face covering, wash hands or use sanitizer upon entry, and to stay home if they are ill or have symptoms consistent with COVID-19.

- o Guests will be provided face coverings upon entry to the hotel if they do not have one.
- → Signage is posted at elevators that communicates to riders the maximum number of riders and that cloth face coverings must be worn.

E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES

- → Services that are critical to the customers/clients have been prioritized.
- > Transactions or services that can be offered remotely have been moved on-line.
- → Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

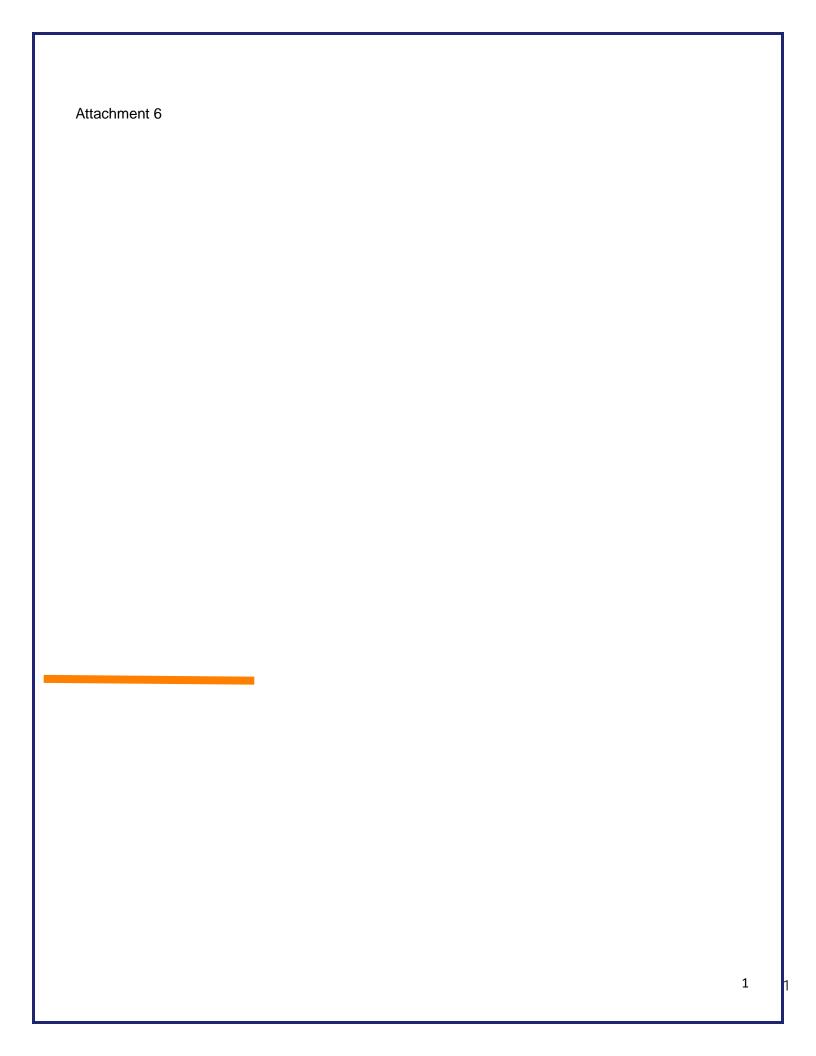
Business Contact Name:	
Phone number:	
Date Last Revised:	

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V11 4/16/2021 Page 11 of ¹¹







OVERVIEW

The COVID-19 pandemic continues to impact the health of Californians. Reported illness ranges from very mild (some people have no symptoms) to severe illness that may result in death. Certain groups, including those with serious underlying medical conditions, such as heart or lung disease or diabetes, are at higher risk of hospitalization and serious complications. In addition, the risk of more severe disease and death increases with increasing age. As the pandemic has unfolded, we have learned that many organs can be affected by COVID-19 and there are many ways the infection can affect someone's health.

While most persons with COVID-19 recover and return to their baseline level of health, some people can have symptoms that can last for weeks or even months after recovery from acute illness. Even people who are not hospitalized and who have mild illness can experience persistent or late symptoms.

Transmission is most likely when people are in close contact or in a poorly ventilated area with an infected person. Transmission can occur when the infected person has symptoms, is without symptoms, or has not yet developed symptoms. Virus particles can travel more than six feet in indoor spaces and remain suspended in air even after an infected person has left the room. Indoor settings pose a much higher risk of transmission than outdoor settings. When an infected person does certain activities, such as singing or chanting, loud talking, or heavy breathing, for example with exercise, it can further increase risk compared to normal breathing and talking.

Therefore, it is essential that all possible steps be taken to ensure the safety of workers and the public.

Key prevention practices include:

- physical distancing to the maximum extent possible,
- use of face coverings by workers (where respiratory protection is not already required) and customers/clients,
- I for indoor locations, ensuring adequate ventilation in all spaces,
- I frequent handwashing and regular cleaning and disinfection,
- ☐ training workers on these and other elements of the COVID-19 prevention program.

On November 30, 2020, the California Division of Occupational Safety and Health (Cal/OSHA) implemented mandatory <u>emergency temporary standards</u> (ETS) to prevent worker exposures to COVID-19 in most workplaces where workers are not covered by Cal/OSHA's <u>Aerosol Transmissible Diseases standard</u>. Under the ETS, employers have obligations including to develop and implement policies and procedures to prevent disease transmission in the workplace; to identify new disease cases if they occur; and, when they are identified, to intervene quickly and work with public health authorities to halt the spread of the virus. The ETS

covers topics that are also addressed by this guidance. The guidance has been updated to clarify any instances where public health guidance imposes additional requirements_beyond those mandated by the ETS and to highlight additional recommended practices for public health purposes beyond those mandated by the ETS.

TABLE OF CONTENTS

Purpose	4
Required Use of Face Coverings	9
Workplace COVID-19 Prevention Program	9
Outbreak and Testing	9
Individual Control Measures and Screening	10
Ventilation	11
Cleaning, and Disinfecting Protocols	11
Physical Distancing Guidelines	12
Additional Considerations for Venues with Live Audiences	12
Entry and Security	12
Additional Considerations for Production Departments	13
Creative Considerations for Performers	13
Musical Performers	14
Considerations for Rehearsals	14
Travel	15
Casting and Auditions	16
Construction Mills and Set Design	16
Scenery, Sound, Props, Rigging, Special Effects, and Lighting	17
Costume and Wardrobe	17
Hair and Makeup	17

Purpose

This document provides guidance for outdoor seated live events and entertainment with audiences to support a safe, clean environment for workers, volunteers, and customers/patrons. Performances that take place in other venues (such as restaurants, bars, or houses of worship) must also follow the applicable sector guidance. Businesses must identify and monitor the County Risk Level for the county the business is operating in and make required adjustments to their operations. For the most updated information on county status, visit <u>Blueprint for a Safer Economy</u>. Please note that local health departments can have more restrictive criteria and different closures. Find <u>your county's local information</u>.

- Across all Tiers: All venues are permitted to open for broadcast or streaming without
 a live audience. For any performance with a live audience, venues must follow the
 modifications outlined in this guidance, including:
 - Use of face coverings is mandatory throughout the venue in all settings indoor and outdoor, unless actively eating and/or drinking. Guests who do not comply should be removed from the facility immediately. Allow for exemptions identified in the CDPH Face Covering Guidance.
 - o Performers and workers in the performance sector who cannot feasibly perform or work with a face covering are not required to wear a face covering during the time period in which such tasks are actually being performed on the condition that (1) the unmasked performer or worker is at least six feet away from all other persons, or (2) all unmasked performers or workers and any workers who come into contact with those people are routinely tested at least twice weekly for COVID-19 (PCR or antigen are permissible diagnosis tests for routine testing of performers or workers). o Athletes are subject to the following face covering requirements:
 - → Professional athletes who derive a living from competing in a sport or compete in a sport as representatives of the United States (e.g. Olympic and Paralympic Games) and who are subject to a labor/management agreements between their union representatives and the relevant professional governing organization are subject to the applicable face covering requirements of those agreements.
 - → Collegiate athletes are subject to the specific masking requirements of the Institutions of Higher Education Guidance.
 - → All other athletes who are not subject to a labor/management agreement including professional, semi-professional, and recreational athletes must follow the specific masking requirements in the CDPH Youth and Adults Sports

<u>Guidance</u> o Performers and workers in the performance sector may rehearse indoors if they can wear face coverings and maintain physical distancing at all times, or if they cannot reasonably wear face coverings at all times but comply with the routine testing requirement above. Rehearsal outdoors is strongly encouraged.

- Athletes, artists and workers must follow all the protocols required by any labor/management agreements, the Higher Education guidance, or the Youth and Adult Recreational Sports guidance, as applicable.
- Venue operators must allow for at least two hours between events to prevent mixing across attendees.
- o Assigned seating is required to permit physical distancing of at least 6 feet between people from different households.
- o Limit customer groups to three household units.
- o Audience seating locations must be fixed or marked, with readily identifiable signs to indicate by section, row, and seat (assigned seating). Assigned seats must clearly define space for individuals with appropriate space per person (no blanket reservations or group areas), and non-permanent seating arrangements must not be altered by spectators.
- Discourage audience from engaging in yelling, singing, chanting, booing, use of noise makers that require the exhalation of air (e.g. vuvuzelas), and other similar practices that may increase the likelihood of transmission from contaminated exhaled droplets and aerosols.
- Entry and exit should be tightly controlled to prevent concentrations of people on concourses and aisles.
- Shared musical instruments must be cleaned and disinfected in accordance with manufacturer's instructions between users. Musicians must play their own instrument whenever possible (e.g., discontinue single-piano duets).
- Outdoor food and drink concessions are allowed so long as physical distancing is maintained at all times. Indoor concessions must be closed unless otherwise permitted in Orange and Yellow Tiers.

For <u>outdoor venues that have assigned seating</u> (e.g. sporting events, live theater performances) refer to the <u>Blueprint for a Safer Economy to determine the county's current tier</u>. The following attendance & capacity limits shall apply:

• Purple - Widespread - Tier 1: Venues can open for performances or events with live audiences (see note below on permissible outdoor venues) and must follow the modifications in this guidance, including:

o Attendance Limitations:

- → Venues may permit attendance up to 100 people, irrespective of size of venue, to the extent they can comply with the 6 feet physical distancing requirement.
- o Regional spectators only, within 120 miles. Information will be prominently placed on all communications, including the Reservation and Ticketing systems, to ensure guests are aware of Reservation and Ticketing Requirements. At the time a guest purchases tickets, the operator must obtain an attestation that the guest's block of seat reservations contains no more than three households and that the guest, and all members of the guest's party are travelling no greater than 120 miles to attend.
- Venues are <u>not</u> permitted to sell tickets on the day of the event or at the door.
 Advanced ticket reservations only.
- Red Substantial Tier 2: Venues can open for performances or events with live audiences (see note below on permissible outdoor venues) and must follow the modifications in this guidance, including:
 - o Attendance Limitations:
 - → Venues must limit attendance to maximum of 20% capacity (based on the design/operating capacity or fire department occupant limit). Visitors in suites count toward this capacity limit.
 - Each suite is limited to 25% occupancy with no more than 3 households physically distanced within each suite, or six people from the same household.
 - In-state spectators only. Information will be prominently placed on all
 communications, including the Reservation and Ticketing systems, to ensure
 guests are aware of Reservation and Ticketing Requirements. At the time a
 guest purchases tickets, the operator must obtain an attestation that the
 guest's block of seat reservations contains no more than three households and
 that the guest, and all members of the guest's party will be in-state visitors.
 - o Employers who have employees working at Live Outdoor Events, must develop a worker COVID-19 testing program for weekly optional testing of all workers who may encounter other workers, support staff, or performers. PCR or antigen are permissible diagnosis tests for workers/performers where the interval of between tests is no greater than seven days. For workers/performers returning to work where the interval between a prior test has been greater than seven days after receiving a prior test, only a PCR test is permissible.
 - Performers, athletes and workers participating in routine weekly testing are NOT counted toward any occupancy capacity limit. All performers, athletes and workers not participating in a routine weekly testing program shall count toward any occupancy limit.

- Advanced ticket reservations only.
 - Orange Moderate Tier 3: Venues can open for performances or events with live audiences (see note below on permissible outdoor venues) and must follow the modifications in this guidance, including:

o Attendance Limitations:

- → Venues must limit attendance to maximum of 33% capacity (based on the design/operating capacity or fire department occupant limit). Visitors in suites count toward this capacity limit.
- Each suite is limited to 25% occupancy with no more than 3 households physically distanced within each suite, or six people from the same household.
- → Venues may increase attendance capacity to 67% if all guests show a negative test result within the 72 hours prior to attendance or show proof of full vaccination.
- → In-state spectators only. Information will be prominently placed on all communications, including the Reservation and Ticketing systems, to ensure guests are aware of Reservation and Ticketing Requirements. At the time a guest purchases tickets, the operator must obtain an attestation that the guest's block of seat reservations contains no more than three households and that the guest, and all members of the guest's party will be in-state visitors.
- o Employers who have employees working at Live Outdoor Events, must develop a worker COVID-19 testing program for weekly optional testing of all regular workers who may encounter other workers, support staff, or performers. PCR or antigen are permissible diagnosis tests for workers/performers where the interval of between tests is no greater than seven days. For workers/performers returning to work where the interval between a prior test has been greater than seven days after receiving a prior test, only a PCR test is permissible.
 - → Performers, athletes and workers participating in routine weekly testing are NOT counted toward any occupancy capacity limit. All performers, athletes and workers not participating in a routine weekly testing program shall count toward any occupancy limit.
- Advanced ticket reservations only.
- Indoor concessions and concourse sales must be closed, except for designated seated dining areas that operate at no greater than 25% of capacity.
- Yellow Minimal Tier 4: Venues can open for performances or events with live audiences (see note below on permissible outdoor venues) and must follow the modifications in this guidance, including:

Attendance Limitations

- → Venues must limit attendance to maximum of 67% capacity (based on the design/operating capacity or fire department occupant limit). Visitors in suites count toward this capacity limit.
- ★ Each suite is limited to 25% occupancy with no more than 3 households physically distanced within each suite, or six people from the same household.
- → Performers, athletes and workers participating in a routine weekly testing are NOT counted toward any occupancy capacity limit. All performers, athletes and workers not participating in a routine weekly testing program shall count toward any occupancy limit
- ◆ In-state spectators only. At the time a guest purchases tickets, the operator must obtain an attestation that the guest's block of seat reservations contains no more than three households and that the guest, and all members of the guest's party will be in-state visitors.
- Advanced ticket reservations only.
- Indoor concessions and concourse sales must be closed, except for designated seated dining areas that operate at no greater than 50% of capacity.

Permissible Outdoor Venues: For the purposes of this guidance, a permissible outdoor venue for live audience performances shall require:

- A permanent and fixed facility, focused around a stage round, field court, or other central area designed primarily for viewing entertainment or athletics by an audience OR a defined and demarcated outdoor area. Seat assignments must be marked clearly with at least 6 feet of distance between household groups and seats can be reserved.
- The facility shall either be open to the sky with no roof or have at least 50% of the total perimeter open, meaning there are no walls, doors, windows, dividers, or other physical barriers that restrict air flow, whether open or closed. There must be sufficient natural ventilation and air circulation to dilute and disperse concentrations of aerosols effectively without the support of mechanical systems.
- The facility shall be designed in a way that provides operators the ability to control fully the flow, ingress, and egress of all visitors, and to separate performers, artists, and workers from the general audience.
- There must be permanent or added barriers to create at least 12 feet between space occupied by audience members and the focal point (stage or round).

 Refer to CDPH guidance on temporary structures for outdoor business operations for additional information (see <u>CDPH guidance</u>)

Please note that local health departments can have more restrictive criteria and different closures. Find your county's local information.

NOTE: This guidance is <u>not intended</u> for convention-style events or general admission venues/activities where the central activity allows or requires patrons to move around shared space.

NOTE: This guidance does not alter existing criteria that govern return to athletic training and competition <u>without</u> live audiences. In instances of training or competition without live audiences, professional athletes, coaching staff, medical staff, broadcasting staff and others at sporting facilities or events should refer to any COVID-19 protocols approved by local public health officers and agreed by labor and management, if applicable. Collegiate athletes are subject to the specific return to training and competition criteria of the <u>Institutions of Higher Education Guidance</u>. All other athletes must follow the requirements in the <u>CDPH Youth and Adults Sports Guidance</u>.

NOTE: Performance venues have a number of operational aspects and service offerings covered in other guidance and which are available on the <u>Blueprint for a Safer</u> <u>Economy website</u>. Performance groups and venues must review this guidance to apply the appropriate protocols to all aspects of operations, unless otherwise required in this document, including:

- Restaurants (<u>Restaurant guidance</u>)
- Bars (see Bars guidance)
- Gift shops and retail operations (see Retail guidance)
- Hotels and lodging (see <u>Hotels, Lodging, and Short-Term Rentals guidance</u>)
- Movie theaters and drive-in movie theaters (<u>Movie Theaters quidance</u>)
- Trams, shuttles, and other transit (<u>Public and Private Passenger Carriers, Transit, and Intercity Passenger Rail guidance</u>) Limit shuttle service whenever possible and in accordance with obligations to individuals with disabilities.
- Maintenance and custodial work services (see Limited Services guidance)
- Temporary structures for outdoor business operations (see <u>CDPH quidance</u>)

The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any or newly established safety and health-related regulatory requirements such as those of Cal/OSHA, including new Emergency

<u>Temporary Standards</u> that went into effect on November 30, 2020. 1 Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more safety and health guidance on their <u>Cal/OSHA COVID-19</u>

<u>Guidance</u> and Resources webpage. CDC has additional guidance <u>for businesses and employers</u> and for <u>food and grocery retailers</u>.



Required Use of Face Coverings

Consult the <u>California Department of Public Health (CDPH) Guidance on the Use of Face Coverings</u>, which mandates the use of face coverings for both members of the public and employees in all public and workplace settings outside the home. Complete details, including all requirements and exemptions to these rules, can be found in the guidance, which should be checked periodically for updates. Additionally, CDPH provides <u>advice</u> on effective practices regarding face covering.



Workplace COVID-19 Prevention Program

As required by the Cal/OSHA <u>COVID-19 prevention standards</u>, employers must establish, implement and maintain a written COVID-19 Prevention Program that is available to employees and their authorized representatives (i.e., union). Complete details, including all requirements and exemptions to these rules, templates for model COVID-19 Prevention Programs, and Frequently Asked Questions can be found at the following <u>link</u>. All references and guidance should be checked periodically for updates.



Employers are also required to comply with Cal/OSHA's regulations for outbreaks and major outbreaks, including any requirements. They should review FAQs on Outbreaks for more considerations and explanation of the regulations.

Consult <u>CDPH's Responding to COVID-19 at the Workplace</u> for specific definitions on what constitutes an outbreak and all required reporting requirements.



Individual Control Measures and Screening

The Cal/OSHA ETS requires employers to develop and implement a process for screening employees for and responding to employees with COVID-19 symptoms, as well as to address several other individual control measures through implementation of the required components of the COVID-19

Prevention Program. See the linked materials for details on those requirements.

In addition to the requirements under the ETS, employers must:

- Take reasonable measures, including public address announcements, posting signage in strategic and highly-visible locations, and in reservation confirmations, to remind the public and workers that they must use face coverings whenever not eating or drinking (unless exempted per the ETS or CDPH Face Coverings Guidance), practice physical distancing, not touch their face, frequently wash their hands with soap and water for at least 20 seconds, and use hand sanitizer.
- CDPH recommends the following additional measures to further mitigate risk of transmission or other health risks:
 - Encourage guests or customers who are sick or exhibiting symptoms of COVID-19 to stay home.
 - Provide resources to promote personal hygiene. This will include tissues, no-touch trash cans, hand soap, adequate time for handwashing, alcohol-based hand sanitizers, and disposable towels.
 - Consider where disposable gloves may be a helpful supplement to handwashing or use of hand sanitizer, such as when handling commonly touched items.



Ventilation

- All businesses permitted to operate indoors must follow the CDPH and Cal/OSHA interim <u>guidance for ventilation</u>, <u>filtration</u>, <u>and air quality</u> to reduce the spread of COVID-19 in indoor settings. This guidance also addresses ventilation requirements contained in the Cal/OSHA COVID-19 ETS.
- Additional detailed guidance on ventilation is also available from the <u>CDC</u>.



Cleaning, and Disinfecting Protocols

- Employers must implement cleaning and disinfecting procedures, as defined within the Cal/OSHA <u>COVID-19 ETS</u>. Cleaning and disinfecting must be done in a manner that does not create a hazard to workers.
- CDPH guidance does not impose any additional requirements beyond those under the ETS.

- CDPH recommends the following additional measures to further mitigate risk of transmission or other health risks:
 - o To minimize the risk of <u>Legionnaires' disease</u> and other diseases associated with water, take steps to ensure that all water systems and features (e.g., drinking fountains, decorative fountains) are safe to use after a prolonged facility shutdown.
 - o Provide time for workers to implement cleaning practices during their shift. Assign cleaning assignments during working hours as part of the employee's job duties. Procure options for third-party cleaning companies to assist with the increased cleaning demand, as needed.
 - Install hands-free devices, if possible, including motion sensor lights, contactless payment systems, automatic soap and paper towel dispensers, and timecard systems.
 - Encourage the use of debit or credit cards by customers, for example, through signage.
 - o When choosing disinfecting chemicals, use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list and follow product instructions. Choose disinfectants that are less likely to trigger asthma by using products on EPA's "N" list that contain hydrogen peroxide (no stronger than 3%) or ethanol (ethyl alcohol) and that do not contain peroxyacetic acid or peracetic acid. Avoid disinfectant products on the "N" list that contain asthmagens, such as bleach (sodium hypochlorite) or quaternary ammonium compounds (e.g., benzalkonium chloride). Follow the asthma-safer cleaning methods recommended by the California Department of Public Health and ensure proper ventilation.

Physical Distancing Guidelines

- Physical distancing alone is insufficient to prevent transmission of COVID-19.
- Employers must implement protocols and procedures regarding physical distancing of at least six feet between workers and other persons, as defined within the Cal/OSHA COVID-19 Prevention ETS. More details and examples can be found in Cal/OSHA's FAQs.
- In addition to any mandatory physical distancing requirements in this guidance, CDPH recommends the following additional measures to further mitigate risk of transmission or other health risks:

- Avoid in-person meetings and, if they are necessary, adjust them to ensure physical distancing and use smaller individual meetings at facilities to maintain physical distancing guidelines.
- o Provide a single, clearly designated entrance and separate exit to help maintain physical distancing where possible.
- Install transfer-aiding materials, such as shelving and bulletin boards, to reduce person-to-person hand-offs where possible. Wherever possible, use contactless signatures for deliveries.
- Where possible, create outdoor break areas with shade coverings and seating arrangements that ensures physical distancing.



Additional Recommendations for Venues with Live Audiences

Recommendations for Entry and Security

- Protect ticketing offices with impermeable barriers, like Plexiglas. Instruct guests where to queue to maintain a minimum of six feet of physical distance.
- Particular attention should be given to staggered exiting of venues at the conclusion of an event. Establish directional entry and exit into venues whenever possible.
- Workers checking bags should modify activities to minimize directly touching guest items. This could include using styluses or other instruments to search bags, asking guests to open bags and move contents, etc.
 Where practices might cause direct contact with patrons or their items, workers should immediately sanitize hands or wear disposable gloves and change between each guest search.
- In order to avoid touching attendees' personal items, operators should consider enforcing a small clear bag policy and ask guests to open their own bags for inspection. Consider necessary exceptions for medical and personal hygiene products.
- Consider the use of walk-through metal detectors rather than hand wand metal detectors to allow workers to maintain at least six feet of physical distance from patrons.

- Install and use touchless ticket scanners whenever possible. Ask patrons to scan tickets themselves rather than passing digital electronic devices or paper tickets back and forth between workers and patrons.
- Discontinue coat check and other amenities that require workers to unnecessarily touch guest items and increase the risk of contact of contaminated items from different households.
- Dedicate ushers during breaks and intermissions to ensure orderly entry and exit from and into venue areas. Use ushers to preserve appropriate space in queuing areas and help customers understand where lines begin as additional space may make it difficult to see where to stand.
- Venues that offer food and drink concessions should encourage customers to order online or over the phone, whenever possible.
- Reconfigure merchandise and other retail sales booths and areas to create physical distance between workers and patrons. Encourage preordering, contactless payment, and other systems that minimize the amount of time patrons spend in retail areas. Discontinue allowing patrons to try on merchandise.



Additional Recommendations for Production Departments



Recommendations for Performers

- Use precautions when performing in large groups or ensembles and evaluate the necessity of such activity on a case-by-case basis.
 Background players, stand-ins, and other non-essential performers on set should not linger in crowded holding areas unnecessarily. Holding/offstage areas should be sufficiently large to ensure adequate spacing between performers, backstage workers, etc.
- Performing groups should consider modifications to rehearsals where face coverings cannot be worn, that break physical distances, require performers to touch their own or others' faces, etc.
- Use microphones for performances to the maximum extent feasible so that
 performers can limit voice projections, which cause more particles,
 aerosols, and droplets to be released and travel farther.

 Performers that are minors should be accompanied by a parent or guardian. Children should be given special instruction and guidance on the use of any provided protective equipment and safety protocols.



Recommendations for Musical Performers

- Performers should empty water keys onto disposable or paper towels
 whenever possible and turn away from others when emptying to avoid
 fluid contamination. Musicians should discard their own used towels and
 wash their hands and/or use hand sanitizer as described in this guidance
 after disposal. If musicians empty water keys onto non-disposable towels,
 the towels must be clean when brought to performance or practice,
 removed by the musician and placed into a sealed container away from
 others for laundering, and the musician must wash their hands and/or use
 hand sanitizer.
- Perform instrument cleaning, including wiping down and blowing through, at home and away from others before and after practice.
- Do not share instruments whenever possible. Consider discontinuing assistance from musician assistants, such as page-turners, or others that cannot maintain at least six feet of distance.
- Increase distancing between people who sing or chant and others, or between wind instrument performers and others to more than six feet, when outdoors and not wearing face coverings. Consider use of barriers to add further separation in these cases.
- Wind instrument performers should use additional modifications as appropriate, such as devices to capture aerosols or to redirect air emitted from the instrument.



Recommendations for Rehearsals

 Performances and/or practices where there is increased likelihood for transmission from lack of face covering use or contaminated exhaled aerosols (such as singing, chanting, brass and woodwind playing, etc.)

- should rehearse outdoors, if possible. Performers must rehearse and perform with their small group to the greatest extent feasible.
- When workers cannot wear face coverings as part of their rehearsal (e.g. opera singers, woodwind musicians, etc.), operators must modify rehearsal activities, including maintaining strict small groups, implementing at least weekly testing of participants during rehearsal as well as performance season, limiting the amount of time and the number of workers without face coverings, maintaining physical distance between those without face coverings and others to at least six feet, installing impermeable barriers between people, ensuring proper ventilation, etc.
- Use precautions when performing in large groups or ensembles. If a large group is required for the performance, minimize the time the full group is in proximity with each other (e.g. rehearsing in sub-groups).

X

Recommendations for Travel

- Production should evaluate whether travel is essential and should limit the number of workers asked to travel. Check the current <u>CDPH Travel Advisory</u> in effect and review the <u>CDC guidelines on air travel</u> and encourage all traveling personnel to do the same.
- Develop a detailed process and plan for travel, which should include: o
 Implementing small travel groups.
 - Ensuring facilities in proximity of venues can support necessary lodging and dining demands and any potential medical needs.
 - Reviewing the local, state, and <u>CDC Travel Recommendations by</u> <u>Country</u> and avoiding all destinations, both domestic and international, where there is widespread ongoing transmission.
 - o Follow relevant local or state guidance regarding self-quarantine upon return from areas of higher transmission.
- Consider lodging workers in apartments instead of hotel rooms where they might interact with other guests or hotel staff.
- Where possible, workers should drive separately in their own vehicles, unless part of the same traveling small groups.

If a large number of workers are in hotels, consider bus transport. If using shared vehicles, minimize the number per vehicle to support physical distancing and require passengers to wear face coverings.

Recommendations for Casting and Auditions

- Consider remote casting sessions and callbacks with live broadcast capabilities. Encourage the submission of self-tapes instead of in-person auditions where feasible.
- Digitally distribute scripts, music, etc. as opposed to handing out sheets of paper, in accordance with confidentiality requirements.
- Schedule any in-person auditions and callbacks with staggered appointments to accommodate physical distancing. Ask those auditioning in person to arrive at casting and audition locations at the assigned time.
- Encourage people to wait in their cars, not in the waiting area of the casting facility. Consider utilizing app technology that checks people in for their appointment and sends a text when the audition will begin.
- Consider options to simulate handling of props to minimize items transferred between individuals.
- Consider ensuring back-up talent selection and availability in the case of illness.



Recommendations for Construction Mills and Set Design

Construction mill and set design employers should refer to additional guidance on the Construction and Manufacturing industries available on the Blueprint for a Safer Economy website.

- Consider whether the set design crew can operate separately from production, including fully dressing locations prior to performances without interaction with other workers.
- Develop stage layouts to limit the number of staff and performers on site and maximize the physical distance between performers.
- Additional cleaning and disinfection practices should be developed for key props, furniture, or other set dressing which has repeated and regular exposure with workers. Where possible, limit the number of people who have contact with key props, e.g. ensure such props are only handled by a designated crew member or relevant cast.



Recommendations for Scenery, Sound, Props, Rigging, Special Effects, and Lighting

- Consider options to limit the number of staff needed in back-of-house production departments and/or identify ways they can complete tasks separately from each other. For example, where feasible, the lighting department should be allowed to work alone on set until the lighting is complete before other departments undertake their tasks.
- Evaluate the increased risk from standard working processes involving close contact (heavy lifting, working in confined spaces such as scissor lifts, lighting grids, moving large lamps, textile tying, etc.) and modify those work processes, where possible, and ensure workers have access to the proper protective equipment.
- Limit the shared use of production items to a single worker or a function team (e.g. sound equipment should be handled by a designated person or team).
- Encourage the use of microphones to decrease voice projection.
- Consider having sound crew pre-wire costumes, when practical and feasible, to minimize contact between personnel.



Recommendations for Costume and Wardrobe

- Consider options that allow performers to arrive in their own wardrobe.
 Where feasible, encourage background performers to also wear clothes from their own from home. Separate dressing areas to permit physical distancing if this is not possible.
- Ensure costume dressing and quick-change protocols are staggered and supervised by wardrobe attendants.
- Each cast member's costume and wardrobe supplies should be kept in separate, labeled plastic bags.



Recommendations for Hair and Makeup

- Hair and make-up crew members should refer to additional guidance on hair salons and other personal care services on the <u>Industry Guidance to</u> Reduce Risk website.
- Hair extensions or wigs should be thoroughly cleaned according to the manufacturer's directions after each use.
- Makeup application tools and supplies should be purchased per performer and used only on that individual. These supplies should be kept in individual cast bags.
- Mix foundation, powders, lipstick, and other makeup items on a disposable palette for each individual. Use disposable, single-use applicators for each person (e.g. mascara wands, lip brushes, eyeliner sticks, cotton swabs, powder puffs, etc.).
- Performers should apply their own minor touch-ups, where possible, to avoid additional contact. Performers should also remove their own makeup to limit contact at the end of the day.

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May 4, 2021

City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

I-605 EIR Public Outreach/Community Engagement – Award of Contract

RECOMMENDATION

- Award a contract to Southstar Engineering & Consulting, Inc., from Riverside, California, for the I-605 EIR Outreach and Community Engagement in the amount of \$21,859.00;
- Approve the Cost Sharing and Reimbursement Agreement;
- Authorize the Mayor to execute Cost Sharing and Reimbursement Agreement; and
- Authorize the Mayor to execute the Professional Services Agreement with Southstar Engineering & Consulting, Inc.

BACKGROUND

Metro is set to release the I-605 (CIP) Corridor Improvement Project Environmental Impact Report. It is anticipated that the Metro Board will authorize the release of this document in May 2021, at the earliest the latest date of release will be approximately September 2021. A significant portion of this project impacts the cities to the I-5 JPA, in particular, the cities of Downey, Norwalk, and Santa Fe Springs have potential rightof-way impacts. The most significant right-of-way impacts center on the I-5/I-605 interchange improvements. Metro will be providing public outreach on their own since they are the lead agency for the project. The I-5 JPA along with Santa Fe Springs desires to augment Metro's public outreach efforts and more importantly provide information specific to the residents of the I-5 JPA.

It is key that the information distributed and provided via the Cities websites, and on the proposed hotline for this outreach campaign will specifically state that this is a Metro/Caltrans EIR Project and that the I-5 JPA, including the Cities of La Mirada, Commerce, Norwalk, Santa Fe Springs, and Downey are providing supplemental outreach to our communities to help answer questions. In addition, this effort will aid in the development of a communications log to provide feedback to Metro/Caltrans. This correspondence should be included in the formal EIR records.

The Public Works Engineering staff solicited the Request for Proposals (RFP) from qualified Engineering firms (Consultant) to provide public outreach and community engagement upon Metro's release of the I-605 Corridor Improvement Project (CIP) Environmental Impact Report (EIR). The chosen consultant will have a dedicated telephone hotline number and website to address the project needs and impacts to the I-5 JPA cities, share content on social media platforms, attend Policy Board meetings, and provide a monthly report on those outreach efforts. The consultants interested in the services were encouraged to submit a proposal.

A total of two (2) proposals were received on March 17, 2021. A three-member evaluation team consisting of Robert Garcia (Capital Improvement Projects Manager), Leonard Lui (Assistant Civil Engineer), and Cecilia Amaya (Management Analyst),

Report Submitted By:

Noe Negrete Director of Public Works Date of Report: April 29, 2021

reviewed each proposal based on project-specific criteria, such as the firm's and project managers' experience with similar projects, project team qualifications, understanding of the work to be done, and firm's relevant project references, etc. The evaluation team recommends awarding the contract to Southstar Engineering, Inc., due to the firm scoring highest of two firms that submitted proposals.

The submittals received from Engineering Consulting Firms are the following:

Consultant NameAmount1. Southstar Engineering, Inc.\$ 21,859.002. KPA Katherine Padilla & Associates, Inc.\$ 70,470.00

Attached is the summary of the evaluation teams' rankings of the proposals. As shown, Southstar Engineering, Inc. received the highest score. The proposals submitted to the City and the evaluation score sheets are on file with the Public Works Department.

LEGAL REVIEW

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

FISCAL IMPACT

The initial cost for Public Outreach will be paid by the City of Santa Fe Springs. However, the cost sharing and reimbursement agreement will evenly split the costs between the five I-5 Joint Powers Authority cities: Commerce, Downey, La Mirada, Norwalk, and Santa Fe Springs. The Cost Sharing and Reimbursement agreement allows for expenditures up to \$35,000.00. The City will still be responsible for paying one-fifth of the total amount expended.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Evaluation Summary

Attachment No. 2: Agreement with Southstar Engineering, Inc. (PSA) Attachment No. 3: Cost Sharing and Reimbursement Agreement

Report Submitted By: Noe Negrete Date of Report: April 29, 2021

Director of Public Works

City of Santa Fe Springs I-605 Public Outreach Summary Evaluation Qualification Ratings

WRITTEN QUALIFICATIONS

1 2

CRITERIA		Southstar Engineering & Consulting Inc.		KPA Katherine Padilla& Associates, Inc.			
		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
1.	Experience and Capability of the Firm	14	13	13	14	12	13
2.	Project Manager	18	17	19	18	18	18
3.	Project Team	19	16	18	18	17	18
4.	Project Understanding and Approach	19	19	18	19	20	19
5.	Past Experience and References	9	10	9	8	10	9
6.	Pricing	13	10	15	12	6	12
	Subtotal scores:	92	85	92	89	83	89
	Average Score, Written Prop.:		90			87	

Firms Written Final Rankings by Average Score		
1.	Southstar Engineering	90
2.	KPA	87

[&]quot;Total Score" equals the average scores of the written Qualifications (100 points available)

SCORING RANGES				
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)		
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.		
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)			
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.			

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH SOUTHSTAR ENGINEERING & CONSULTING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4TH day of May, 2021 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Southstar Engineering & Consultin, Inc., a ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide public outreach and community engagement upon Metro's release of the I-605 Corridor Improvement Project (CIP) Environmental Impact Report (EIR)., as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services.</u> Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.
- 1.2. <u>Professional Practices</u>. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.
- 1.3. <u>Performance to Satisfaction of City</u>. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
- 1.5. <u>Non-Discrimination</u>. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.
- 1.6. <u>Non-Exclusive Agreement</u>. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.
- 1.8. <u>Confidentiality</u>. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

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

- Schedule"). Consultant's total compensation shall not exceed twenty-one thousand, eight hundred fifty-nine dollars, (\$21,859.00).
- 2.2. <u>Additional Services</u>. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.
- 2.3. <u>Method of Billing.</u> Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

- 3.1. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the date of the Notice to Proceed and continue for a period of four (4) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

- 4.3. <u>Compensation</u>. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.
- 4.4. <u>Documents</u>. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
 - (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 - (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

- 5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
 - (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
 - (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.
- 5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

exhibits to this Agreement.

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

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

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

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

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

> IF TO CONSULTANT: Southstar Engineering & Consulting, Inc. 1945 Chicago Ave. Unit C-2.

IF TO CITY:

Riverside, CA 92507

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

Tel: (951) 342-3120 Attn: Yvette M. Kirrin Tel: (562) 868-0511 Attn: Noe Negrete

- 6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- Governing Law. This Agreement shall be governed by and construed under the 6.6. laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.
- Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant

hereunder for the term of this Agreement.

- Indemnification and Hold Harmless. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the City. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.
- Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
 - 6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee,

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

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

- 6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090.

During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- 6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

EXHIBIT A

REQUEST FOR PROPOSALS



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

I-605 EIR PUBLIC OUTREACH / COMMUNITY ENGAGEMENT REQUEST FOR PROPOSAL

A. <u>SERVICE</u>

The City of Santa Fe Springs desires a proposal to provide public outreach and community engagement upon Metro's release of the I-605 Corridor Improvement Project (CIP) Environmental Impact Report (EIR).

B. BACKGROUND

The I-5 Consortium Cities Joint Powers Authority (I-5 JPA) was created in 1990. It includes the Cities of La Mirada, Downey, Norwalk, Santa Fe Springs and Commerce. Our cities are geographically located in the Gateway Cities Council of Governments (GCCOG) subregion. The I-5 JPA mission is to protect our cities while increasing capacity and improving safety and efficiency of the I-5 by working with transportation authorities to design I-5 corridor improvements that will not cause economic and social disruption within our communities.

The primary objectives of the I-5 JPA is to participate in the GCCOG efforts in keeping the I-5 the number one priority, actively working with Metro and Caltrans to support the I-5 project in keeping with our mission, continuing to pursue funding opportunities and completing the I-5 project including EIR north of the I-605.

Metro is in development of the I-605 CIP EIR. It is anticipated that the Metro Board will authorize the release of this document in late April 2021, at the earliest. A significant portion of this project impacts the cities to the I-5 JPA, in particular the cities of Downey, Norwalk and Santa Fe Springs have potential right-of-way impacts. The most significant right-of-way impacts center around the I-5/I-605 interchange improvements.

Metro will be providing public outreach on their own since they are the lead agency for the project. The I-5 JPA along with Santa Fe Springs desires to augment Metro's public outreach efforts and more importantly provide information specific to the residents of the I-5 JPA.

It is key that the information distributed and provided via the Cities websites, and on the proposed hotline for this outreach campaign will specifically state that this is a Metro/Caltrans EIR Project, and that the I-5 JPA, including the Cities of La Mirada, Commerce, Norwalk, Santa Fe Springs and Downey are providing supplemental outreach to our communities to help answer questions, as well as to develop a communications log to provide back to Metro/Caltrans to be included in the formal EIR records.

C. SCOPE OF WORK

The following is the scope of work:

- 1. *Telephone Hotline:* Setup a dedicated 800 hotline phone number that will be shared with the public to address questions. The hotline must be available in both English and Spanish languages. The hotline will be available 7 days a week at all hours of day. The calls must be answered and responded to same day or next day at the latest. Telephone hotline must be established within 3 days of contract execution at the latest. Estimate 8 hours per week of staff time to answer and respond to calls, coordinate as necessary with Metro, Caltrans, the I-5 JPA and the Cities of Downey and/or Santa Fe Springs, and to keep the communication logs current.
- 2. Web Page: Develop a dedicated website to address the project need, and impacts to the I-5 JPA cities. More importantly develop list of Frequently Asked Questions and provide a link to the Metro outreach website. The website must be bilingual (English / Spanish), list the 800 hotline phone number and an email address for more project information. This web page must then be shared with the I-5 JPA cities, so the cities can link this page to their City websites. All emails should be responded to same day or next day with a copy sent to the I-5 JPA Technical Advisor Committee Chairperson and the I-5 JPA Authority Engineer. Web page must be developed within 7 days of contract execution.
- 3. Social Media: Develop and share project content to be shared with the I-5 JPA cities and their various social media platforms. This includes the management of a Social Media presence to ensure consistent messaging and relevant content.
- 4. I-5 JPA Policy Board Attendance and monthly update: Attend I-5 JPA Policy Board monthly meetings and provide a monthly report on outreach efforts. Attendance should also be expected at two Council meetings each for the cities of Downey and Santa Fe Springs.
- 5. Deliverables: Communication log monitoring the Telephone hotline and emails. Provide name of caller, address, phone number and their concern / issue. This communication log may be submitted as a response to the draft EIR.

D. <u>APPROXIMATE DESIGN SCHEDULE</u>

Deadline to submit proposal

City Council Award of Contract

Notice to Proceed

March 17, 2021

April 6, 2021

April 12, 2021

Assume contract will be executed by April 12, 2021. The Public Outreach should be for approximately four months from that date.

E. DELIVERY OF REQUEST FOR PROPOSAL

Please submit a proposal via email or in a sealed envelope, plainly marked on the outside "Request for Proposal – I-605 EIR PUBLIC OUTREACH / COMMUNITY ENGAGEMENT" by 2:00 p.m. on Wednesday, March 17, 2021, to the attention of:

Noe Negrete
Director of Public Works/City Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Email: noenegrete@santafesprings.org

Should the Consultant have any questions regarding this information, please contact Noe Negrete, Public Works Director at (562) 455-5680.

F. REQUIRED FORMAT FOR PROPOSALS

The AGENCY is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed twenty (20) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Consultants are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to Noe Negrete, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Consulting firm or individual, including name, address and telephone number.
- Name, title, address, and telephone number of Contact Person.
- Federal Tax ID or Social Security No. for firm or individual.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.

- Identification of all proposed sub-consultants or subcontractors, including legal name of the company, address and contact person.
- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing

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

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

D. Consultants and/or Sub-consultants

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

party Firms in the RFP. The AGENCY has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors.

E. Work Approach

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

F. Client References

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

G. Rights to Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

H. Fee Schedule

A Fee Schedule shall be submitted with Proposal estimating the cost to provide Scope of Work. The AGENCY will compensate the Consultant for actual hours worked by assigned personnel on a monthly basis. The Agreement will be for a not to exceed amount. Compensation will be based on the fee schedule in the proposal. The consultant will provide an invoice clearly documenting the services performed each day and the number of hours worked. The Schedule of Hourly Rates shall remain fixed for the term of the Professional Services Agreement.

EXHIBIT B CONSULTANT'S PROPOSAL

I-605 EIR PUBLIC OUTREACH/ COMMUNITY ENGAGEMENT

FOR THE

CITY OF SANTA FE SPRINGS





1945 CHICAGO AVENUE SUITE C-2 RIVERSIDE, CA 92507 951.342.3120 SOUTHSTARENG.COM

TABLE OF CONTENTS

A. LETTER OF OFFER	1	E. WORK APPROACH	10
B. QUALIFICATIONS OF THE FIRM	2	F. CLIENT REFERENCES	16
C. PROPOSED STAFFING	5	G.RIGHTS TO MATERIALS	18
D. CONSULTANTS	10	H. FEE SCHEDULE	19

March 17th, 2021

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

RE: Request for Proposal – I-605 EIR PUBLIC OUTREACH / COMMUNITY ENGAGEMENT

Dear Mr. Negrete:

We are pleased to submit our proposal to provide asneeded public relations services for the I-605 Projects for the City of Santa Fe Springs (City). Southstar Engineering & Consulting, Inc. (Southstar) is the team to deliver the quality, trust, responsiveness, innovation and value that the City's residents and staff need. Our proposed Principal-in-Charge (PIC) and our Project Manager, Vanessa Barrientos, bilingual, have proven their expertise within the I-5 JPA and GCCOG Corridor Cities. Ms. Barrientos is a seasoned award winning public outreach specialist with a broad background. She successfully led a variety of public outreach campaigns for the high-profile Caltrans I-5 Corridor Improvement Projects, Cities of Santa Fe Springs and Downey.

This Proposal shall remain valid for a period of 90 calendar days from the date of submittal. There are no proposed sub-consultants for this project. I certify that all information submitted with the proposal is true and correct.

We look forward to continuing to work with the City of Santa Fe Springs in assisting with your Public Outreach needs. If you have questions or for contractual needs, please contact me through the information provided in the blue box.

Sincerely,
Southstar Engineering & Consulting, Inc.

Yuette Kirrin, PE

Engineering Trust Into Every Project

Southstar Engineering & Consulting, Inc.

DIR No: 100017294

EIN No: 20-5648626

Type of Business Entity: C-Corporation

Year Founded: 2006

Headquarters / Work to be Performed from:

1945 Chicago Avenue, Suite C-2 Riverside, CA 92507 Phone: (951) 342-3120 Fax: (951) 342-3148

www.southstareng.com

Primary Contact:

Ms. Yvette Kirrin, PE President/PIC Cell: (626) 644-8058 Email: yvette@kes-inc.com

Relevant Experience							
Yvette Kirrin	Vanessa Barrientos						
I-5 JPA and Cities							
15 Years	10 Years						
Executive Director	I-5 Caltrans, Public Outreach						
	City of Santa Fe Springs, Public Outreach						
	City of Downey, Public Outreach						
G	CCOG						
8 Years	5 Years						
Consulting	STP Support,						

Engineer



President / PIC



Corridor Master

Plan Support

FIRM PROFILE

Southstar has provided professional engineering services for fifteen years for transportation projects in southern California. We focus on providing solutions to two primary industry needs: 1) managing the project development of both small and large-scale multi-million-dollar infrastructure improvements, and 2) managing the construction of bridges, freeways and infrastructure projects. Southstar's extensive knowledge includes construction management and construction inspection, public outreach, utility coordination, office engineering, labor compliance, and design.

Year Founded 2006

Form of Organization

C-Corporation

Office Location

1945 Chicago Avenue, Suite C-2 Riverside, CA 92507

Years in Business

15

Number of employees

25

In-House Public Outreach | Building upon the

successes of our construction management services, Southstar's Public Outreach Team brings unrivaled experience in community outreach, public education and awareness programs for capital improvement projects. Over the last 10 years, our staff has worked on projects along the I-5 California Department of Transportation (Caltrans), with a particular focus on the Santa Ana Freeway (I-5) between the Orange County line and the San Gabriel River Freeway (I-605), I-5 JPA, GCCOG and including the Cities of Santa Fe Springs and Downey. Our team is well known within these communities for our community outreach expertise and technical project knowledge. We focus on working with our clients to build consensus on projects and bridge issues amongst stakeholders who often hold divergent viewpoints so that our communities are best served at the conclusion of the process. Our team is supported by our technical professional engineers that provide insight and understanding to engineering.

PUBLIC OUTREACH SERVICES

Southstar offers extensive in-house public outreach services that provide our clients with a cost-effective team. Our public outreach services can be found below:

TAILORED COMMUNITY OUTREACH PLANS

Develop and Execute (Bilingual)

HOTLINE - BILINGUAL

Provide responses within 24 hours and document

COMMUNITY PRESENTATIONS

Public Meetings, Open Houses, Mobile Meetings

COLLATERAL MATERIAL

Brochures, Signage, Banners, Construction Alerts, Press Releases, Fact Sheets, Detour and Closure Maps, and Advisories

STAKEHOLDERS EMAIL DATABASE

Comprise, Update, and Email-Blast

DEDICATED EMAIL

Provide responses within 24 hours and document

SPECIAL EVENT COORDINATION

Milestone Celebrations, Ground breaking, Ribbon Cutting

DRONE/VIDEO PRODUCTION

Monthly photos Bitable Videos, 3D Simulations





TAILORED WEBSITE

SOCIAL MEDIA

Design Layout, Content, Host, and Maintain. Link to other sites. Weekly or Monthly Calendars of content/Images, Monitor social media sites.

REPORTING

SAFETY OUTREACH NOTICES

Communication logs, social media logs, collateral material logs.

Safety Banners, Safety fliers, and Videos

GRASS-ROOTS ORGANIZING
DISTRIBUTION OF PRINTED MATERIALS
PHOTOGRAPHY
TRANSLATION SERVICES

PARTNERING MEETINGS
IDENTIFY TARGETED MEDIA OUTLETS
PROJECT SITE TOURS
TECHNICAL SUPPORT

Oral And Written

(PROFESSIONAL ENGINEERS)

QUALITY CONTROL APPROACH

For the City's Community Relations/Public Outreach Services contract, Southstar has developed Project Manager's Quality Control procedures for: Quality of Services, Quality of Public Outreach Work and Quality of Invoices. These Quality Control procedures will include a hierarchy of documents, policies, plans, procedures, work instruction, forms, budgets, and invoicing.

Quality of Services | Southstar will follow a partnering approach that improves communication and respect between all project parties. We will establish a monthly Status meeting with a monthly Status report, as directed by the City.

Quality of our Public Outreach Work | Southstar's organization is structured to deliver technical quality, with qualified professionals overseeing specific and well-defined project assignments.



Quality Control for Invoices | Our team has developed lessons learned from our recent contract and have developed in-house guidelines to insure that error free invoices on a monthly basis. Our team will work with our Operations Manager, Troy Schmidt in this process to submit accurate and on-time invoice packages. The package will include the monthly invoice, daily diaries, ODC's, public outreach report and communication logs.

SUBCONSULTANTS

Sub-Consultants will not be required for Southstar to fulfill the scope of services.





STRENGTH AND STABILITY

Having completed many projects for the City and the I-5 JPA Cities, Southstar has a vast knowledge of the tools and processes required to successfully deliver any project. Amid the COVID-19 Pandemic, Southstar Engineering has been fortunate enough to maintain itself through various projects. This consistency has also helped the firm maintain all of its employees enabling a full throttle response to this request for the proposal.

STAFFING CAPABILITY

Southstar team members have demonstrated the ability to work on any task assigned and with the ability to adjust and assist other members of the team when workloads change. Below is a list of similar scope of work that demonstrates our staff's capability.

PUBLIC OUTREACH TASK EXPERIENCE	I-5 JPA COORDINATION	GCCOG	BILINGUAL HOTLINE	DEDICATED WEBSITE	DEDICATED EMAIL		LOGS & REPORTS
City of Santa Fe Springs, On-Call	10 years		*		*	Content	*
City of Downey, Measure-S			*	*	*	Content	*
Cal Trans I-5, On-Call	10 Years		*	*	*		*
GCCOG, STP, and Corridor Studies		*					*

STAFF AVAILABILITY | Southstar team members are currently delivering similar services for the Cities of Santa Fe Springs, Downey, I-5 JPA and other Cities. All team members will be available to transition on an as-needed basis. Below is a table of our key staff's availability and task responsibility:

KEY PERSONNEL	ROLE	CURRENT WORKLOAD	AVAILABILITY
Yvette Kirrin, PE 🎤	Person-in-Charge Tasks 1-5	GCCOG Consultant Engineer (Up to 24 hours per week), I-5 JPA (Up to 6 hours per week)	20%
	Project Manager	City of Santa Fe Springs On- Call: No current assignments	===/
Vanessa Barrientos 🎤	Tasks 1-5	City of Downey, Measure S	75%
		San Pablo Ave Streetscape Phase 2	
Giovanna Berrocal 🎤	Public Outreach/ Social Media Task 3	City of Downey, Measure S San Pablo Ave Streetscape Phase 2	90%
Bridget Bennecke	Webmaster Task 2	City of Downey, Measure S San Pablo Ave Streetscape Phase 2 President's Plaza	80%





PROVEN RECORD OF MEETING SCHEDULES

Southstar is proud to showcase the depth of experience that has refined our skills and talents and will serve us well in delivering projects to the City of Santa Fe Springs. In section F, Client References, you will find full project profiles that illustrate our proven record of meetings schedules.

C. PROPOSED STAFFING

MEET OUR KEY STAFF

Southstar key team members, under the dual leadership of Ms. Yvette Kirrin, PE (PIC) and Ms Vanessa Barrientos (PM), have a clear understanding of the community needs and contractual responsibilities. Our team has 10+ years of local experience with the Cities of Santa Fe Springs, Downey, Norwalk, La Mirada and the GCCOG Cities. This experience, along with a hands-on approach, has been proven throughout the years and we are confident any questions can be solved by this highly experienced and innovative team.

Principal-in-Charge (PIC) - Yvette Kirrin, PE | Our proposed Principal-in-Charge, Ms. Yvette Kirrin, PE will be responsible for allocating the necessary resources per each task order. She will be responsible for the overall scope, cost, and schedule for this project. She offers over 29 years of experience in providing project and engineering services. She is currently completing technical oversight and program management services with the GCCOG, which includes 20+ cities and jurisdictions with an estimated total of over \$1 billion in funds. Additional notable work includes her project management services during the I-5 JPA tenure.

Project Manager - Vanessa Barrientos, Bilingual I Our proposed Project Manager, Ms. Barrientos will be responsible for the day-to-day activities and deliverables for tasks under the scope of work. Her highest priority will be the residents, ensuring they are fully informed and have access to participate in the EIR phase. She has 15 years of experience working with a multitude of diverse communities, businesses, residents and municipalities, which means we can offer the City a public outreach lead with no "learning curve." She is already familiar with proper communication protocols regarding the various communities and businesses within the surrounding area.

Ms. Barrientos will be supported by Giovanna Berrocal, Public Outreach/Social Media/Graphics and Bridget Bennecke, Webmaster/Graphics.

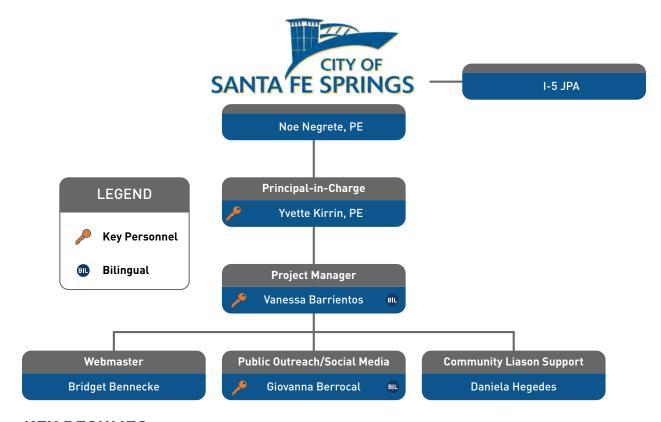
STATEMENT OF AVAILABILITY

All key personnel will be available for the extent proposed for the duration of the Professional Services Agreement and an acknowledgment that no person assigned to a project shall be removed or replaced without the prior written concurrence of the City. In the following page you will find our organizational chart.





ORGANIZATIONAL CHART



KEY RESUMES



14 Education

B.S., Mechanical Engineering, University of Florida, 1992

Registration

Professional Engineer CA Civil No. C57817

YVETTE KIRRIN, PE PERSON-IN-CHARGE (PIC) - KEY

Ms. Kirrin has over 29 years of extensive civil engineering experience in design, construction and project management. Her experience includes freeways, roadways, streets, street lighting, drainage channels and structures for public and state agency projects. Yvette is an active member with the following organizations: American Society of Civil Engineers (ASCE), Institute of Transportation Engineers, Inc. (ITE), National Society of Professional Engineers, Project Management Institute (PMI), and the Women's Transportation Coalition (WTC). Relevant projects include:

Gateway Cities Council of Governments (GCCOG) – Consulting Engineer | Like the I-5 JPA, Ms. Kirrin is completing technical oversight and program management services to the GCCOG which includes 20+ Cities/Jurisdictions and over \$1 billion in funds. Ms. Kirrin is responsible for protecting the interests of the Cities regarding how the funds are allocated and spent, as well as responsible for communicating to the Public Works offices, City Mangers and Elected officials the status on the projects.





I-5 JPA Executive Director/Authority Engineer | Ms. Kirrin is the I-5 JPA Authority Engineer/Executive Director, responsible for the I-5 Widening for nearly 14 miles of freeway and local improvements. Since 2007, Ms. Kirrin has reviewed various plans, worked with the Cities of La Mirada, Norwalk, Downey, Santa Fe Springs and Commerce to help protect and preserve the interests of the communities while partnering on an over \$1.6 billion in improvements. Oversight has included PAED, PS&E, RW and Construction, as 5 of the 6 funded segments are now in construction, which require close monitoring and communication to the communities including public works, city managers and the elected officials.

City of Santa Fe Springs, On-Call Professional Services Task Orders, Santa Fe Springs, CA | Ms. Kirrin was responsible for administering request for quotes, task orders, invoices, budgets, and staff availability. She worked closely with the Noe Negrete and Robert Garcia on 30 task orders throughout the life of the contract. Task Orders include staff augmentation, construction management and inspections services and public outreach.

Fair Oaks Avenue/SR 110 Capacity Improvements Project, South Pasadena, CA | Ms. Kirrin served as Project Manager for Feasibility Study, PID, PA&ED and PS&E along a two-mile segment of Fair Oaks Avenue, including the Fair Oaks/SR 110 Interchange, to provide capacity improvements. The technical scope of the project included Public Involvement, Traffic Analysis, Alternatives Evaluation, and the preparation of a PSR through PS&E. Coordination was required between the City, Caltrans, and the joint Design Advisory Groups (DAGs) from cradle to grave.

Years of Experience

Years with Southstar

Education

B.S., Criminal Justice, California State University, San Bernardino

Awards

APWA Coachella Valley Branch 2020 Project of Merit Awards for Traffic and Mobility

APWA Coachella Valley Branch 2020 Project of Merit Awards for Revitalization

VANESSA BARRIENTOS PROJECT MANAGER, BILINGUAL - KEY

Vanessa Barrientos has 15 years of experience in developing and executing tailored public awareness campaigns for over \$3.9 billion high-profile infrastructure projects with a cost effective approach by establishing goals, objectives and budgets. She encourages open conversation and facilitating the access of project information. Top priorities are safety and engaging the community in an open conversation and facilitating the access of project information. Provides full understanding of complex, sensitive use of taxpayer funds while mitigating incidents and questions from multi-level stakeholders.

City of Santa Fe Springs, On-Call Public Outreach Task Orders, Santa Fe Springs, CA - Lead Community Outreach Coordinator | Ms. Barrientos has been providing public outreach services for various improvements projects

throughout the City. Her responsibilities include as-needed tailored public awareness plans for improvement projects including, construction alerts, oral translation, writing translation, neighborhood meetings, meeting invites, attending construction meetings,





C. PROPOSED STAFFING

TMP planning meetings and door to door communication. She also assists in the review/implementation of the Transportation Management Plans (TMPs) for the projects. She provides extensive coordination with multiple Resident Engineers (RE), Local Agencies (3), local Emergency Services, Joint Power Authority (JPA), School District Transportation, Transit Buses, Metro, Utility Agencies and local businesses. Task orders included:

- Joint Power Authority (JPA)
- I-5 Florence Avenue Interchange Project
- I-5 Florence Avenue Santa Fe High School Bus Coordination
- Florence Avenue Widening Project
- Florence Avenue Waterline
- I-5 Valley View Avenue Grade Separation Project
- Barkley and Parkmead Street Improvement Project

Caltrans District 7, I-5 South Segment from Orange County Line to I-605, Los Angeles County, CA - Lead Community Outreach Coordinator | Ms. Barrientos served as a Community Outreach Coordinator for this project as part of the Caltrans District 7 On-call Public Awareness contract. Her responsibilities included executing an extensive community outreach plan for \$2.3B in highway improvements including creating a website; event planning; and branding, designing, and distributing collateral material, corridor brochures, and construction notices. She provided extensive coordination with multiple Resident Engineers (RE), Local Agencies (11), local Emergency Services, Joint Power Authority (JPA), School District Transportation, Transit Buses, Metro, Metrolink, Utility Agencies, ROW and local businesses. Ms. Barrientos also assisted in the implementation of the Transportation Management Plans (TMPs) for the projects in construction.

City of Downey, Measure S Project, Downey, CA - Project Manager/Community Outreach Lead | Ms. Barrientos is serving as a Project Manager/Community Outreach Lead for Measure S. Measure S is a 1/2 percent transaction and use tax approved by 63% of Downey voters in November 2016 and went into effect on April 1, 2017 to fund the Measure S Neighborhood Improvement Program. Measure S includes seven parks, four fire stations, Civic Center, and Library reconstruction and improvements. Her responsibilities include developing and executing a public awareness campaign that included the support/coordination with City staff, subconsultant, Construction Manager to inform the community about the projects. Public outreach tasks included a dedicated website, dedicated email, hotline, collateral material, presentation boards, construction notices, community meeting and team meetings.

Years of Experience 5

Years with Southstar 1.5

Education

BA Journalism & New Media, California Baptist University

GIOVANNA BERROCAL PUBLIC OUTREACH COORDINATOR/ SOCIAL MEDIA - KEY

Giovanna Berrocal has over 5 years of experience designing and developing tailored branding and collateral materials for high-profile infrastructure projects, newspaper publications and nonprofit organizations.





C. PROPOSED STAFFING

Awards

APWA Coachella Valley Branch 2020 Project of Merit Awards for Traffic and Mobility

APWA Coachella Valley Branch 2020 Project of Merit Awards for Revitalization City of Santa Fe Springs, Florence Widening Project, Santa Fe Springs, CA - Public Outreach Coordinator/ Graphic Designer | Ms. Berrocal served as a public outreach coordinator and graphic designer during this project and was responsible for the development and branding of all collateral material after carefully reviewing staging plans and detour maps. Her responsibilities included producing the project logo, construction alerts, fact sheets in both English and Spanish, business cards, website banners, informational videos, and attending construction meetings.

City of Downey, Measure S Project, Downey, CA - Community Outreach Coordinator I Ms. Berrocal is serving as a Community Outreach Coordinator and graphic designer for this project that is improving the City's parks and significant infrastructure. Her responsibilities include coordinating with staff and subconsultants to develop engaging and informational material. Ms. Berrocal edits the project website with updated content, designs all collateral material, presentation boards, construction notices, attends community meetings and maintains communication logs up to date.

Years of Experience

6

Years with Southstar

Education

B.S. Communication Design, California State University, Monterey Bay

BRIDGET BENNECKE WEBMASTER

Bridget Bennecke has designed and managed a number of municipal project websites for Southstar. She works with the site from start to live to maintenance.

City of Downey Measure S Project, Downey, CA - Webmaster | Ms. Bennecke rebuilt <u>downeymeasure-s.</u> com to streamline ease of access for posting regular updates and relevant media for the project.

Sand Pablo Avenue Streetscape Phases 1 & 2 Project, Palm Desert, CA - Graphic Designer/Webmaster | Ms. Bennecke designed the project logo, built the project website visionsanpablo.com, and has maintained the site by posting construction notices and relevant media for use by the public.

La Quinta Complete Streets Multi-Stage Project, LA Quinta, CA - Graphic Designer/Webmaster | Ms. Bennecke designed the project logo, built the project website lqcompletestreets.com, and has maintained the site by posting construction notices and relevant media for use by the public.

Pearblossom Highway Rebuild Project, Palmdale, CA - Graphic Designer/Webmaster I Ms. Bennecke designed the project logo, built the project website <u>pearblossomrebuild.</u> <u>com</u>, and has maintained the site by posting construction notices and relevant media for use by the public.





Southstar does not intend on using subconsultants.

E. WORK APPROACH

PURPOSE

The I-5 JPA along with Santa Fe Springs desires to augment Metro's public outreach efforts and more importantly provide information specific to the residents of the I-5 JPA. This team will develop/execute a public awareness campaign that will serve as the road map for stakeholder information in support of the I-605 project. It is intended to become a working document detailing new developments, tracking the progress, and ultimately serving as the primary resource to assist the City in successfully keeping the public informed about the Project, starting from the current phase and continuing if needed.

COMMUNITY OUTREACH GOALS AND OBJECTIVES

This public awareness plan will help share project information, identify significant community issues the Metro team needs to address or include in the EIR, provide information to impacted communities, provide mechanisms for impacted communities to provide input to the City. Our priority will be to develop credibility within the impacted communities and avoid misunderstandings. The goal of community outreach is to build trust and secure public support for the Project. Specific objectives are to:

- Provide project information to stakeholders, local residents or those impacted by the project through a consistent, two-way communications approach. Ensure that the community understands the Project need and benefits
- Improve the understanding of specific stakeholder concerns
- Obtain stakeholder input
- Develop trust by reporting stakeholders comments to Metro

PROJECT OVERVIEW - BACKGROUND AND NEED

Interstate 605 (I-605) serves as one of the few major north-south interstate freeways in the greater Los Angeles Area of Southern California, running roughly 27 miles from the coast in Seal Beach, at its most southerly point, to the foothills in Irwindale/Duarte in the north. The Los Angeles County Metropolitan Transportation Authority (Metro) is leading the I-605 Project and is currently under the Project Approval and Environmental Document (PA/ED) Phase. During this phase of development, environmental and technical studies have been undertaken, in addition to design reviews, to evaluate and determine proposed solutions or "project alternatives." It is anticipated that the Metro Board will authorize the release of this document in late April 2021, at the earliest.

Need | As the lead agency, Metro has conducted community and stakeholder meetings over the past four years to update the public. Below are the Public Scoping meetings held during the environmental phase on the Metro website:

2016		2018		2019	2020	2021
October 24 October 26 Downey October 27 SFS Norwalk	November 1 Industry November 2 South El Monte November 3 Whittier	February 6 Pico Rivera February 7 Norwalk	February 8 Whittier February 13 webinar	No meetings were held according to website.	No meetings were held according to website.	Public hearings are planned for 2021.





PROJECT STAKEHOLDERS AND ANTICIPATED STAKEHOLDERS CONCERNS

A significant portion of this project impacts the cities to the I-5 Consortium Cities Joint Powers Authority (I-5 JPA), in particular the cities of Downey, Norwalk and Santa Fe Springs have potential right-of-way impacts. The most significant right-of-way impacts center around the I-5/I-605 interchange improvements. These Cities are also geographically located in the Gateway Cities Council of Governments (GCCOG) subregion.

In the world of social media, communities' thoughts and concerns are a cellphone away. Our team has been following the project on Twitter, the accounts of Metro, City of Downey, City of Santa Fe Springs and notably **HAPPY COALITION** and **STREETBLOGLA**. As a result, the project stakeholders are vocal with their concerns about the project, just to name a few. as shown below:

be

- No more lanes
- Don't demolish homes
- Locally supportive alternative
- Technical committee should developed
- New alternative plan has not been presented to public
- We want a chance to ask guestions
- Lower income residents of color call burden of climate change, despite health warnings, traffic studies, housing Crisis. - Pollution

CITY OF SANTA FE SPRINGS AND I-JPA KEY MESSAGES

Successful outreach requires substantive, clear, and consistent messaging that accurately captures project priorities. Substance and clarity create transparency and ensure that stakeholders understand the project need, drivers, constraints, and benefits. It is our understanding that the messages are the following:

- Metro is the lead agency on the I605 Project
- The Cities of the I-5 JPA will provide information specific to the residents
- Easy to read project collateral material will be available to the residents.
- Public comments, questions, or concerns will be submitted to Metro

Our goal is to provide consistency to build trust by demonstrating honesty and reliability. Although the messages may change during the course of the project, the overall understanding of project purpose and need remains the same.

SCOPE OF WORK

The Southstar public outreach team has worked with a diverse range of municipalities, agencies, stakeholders, and communities within six counties in Southern California. We are proud of the work we have accomplished and always strive to build quality, trust-based relationships with each of our clients. In particular, Yvette Kirrin, proposed PIC and Vanessa Barrientos, proposed Project Manager, are currently working with I-5 JPA and the GCCOG. Ms Barrientos is working with the Cities of Santa Fe Springs and Downey.

Work Plan Approach | While it would seem practical to duplicate other successful public outreach programs we have delivered for other clients, Southstar does not believe in the "cookie-cutter" approach. We understand that the Cities have unique, diverse communities with varying needs, and require a public outreach program that is customized to fit the





community needs. This approach includes research, planning, strategic implementation, and thorough evaluation with measurable objectives; all with a personal, humanized approach.



Strong communication is key to obtaining project information to benefit both the public and campaign. Our communication plan will correspond to the character of the project area's community. Collateral materials will be developed to communicate efficiently to diverse stakeholders and ensure that methods of communication meet the needs of those individuals/groups.

Due to our expensive experience, Ms. Barrientos has interpreted in Spanish, both oral and written within the two communities. Our research will also include gathering the project background, current status of the communities voice and stakeholders.



During the planning stage, will develop the public awareness campaign plan with the proposed schedule and needs. The plan will be a living document that will adjust according to the schedule and needs. In addition to the public outreach plan, Southstar will attend project relation meetings.



Upon the approval of the public awareness campaign plan, Southstar will implement elements of the outreach plan as directed by the City. The implementation process will be primarily in the beginning of the project as it continues to develop collateral material and disseminate according to the schedule.



As the project moves forward, task elements of the outreach plan will be evaluated from different perspectives - the level of need and the value to the project. The current contract will provide services for four months, at which, the City will make the decision to extend the contract or cancel the contract based on the needs and Metro. Our monthly logs and reports will

assist the City in making this decision.

TASKS AND DELIVERABLES

Let's Communicate In the world of transportation, things move swiftly and change often. Throughout the life of the project, Ms Barrientos will engage with residents by answering questions, concerns and provide related project information in addition to an understanding of the project impacts. Below is our approach to the Scope of Work which will become our public awareness campaign.



TASK 1: HOTLINE - HOW CAN WE HELP YOU?

The purpose of a helpline call center is to field incoming calls from residents, business owners, the offices of elected officials and other branches of government and assist them with

TASK 1 - HOTLINE	EXPERIENCE
Setup a dedicated 800 hotline	Within 6 counties
English and Spanish languages	Bilingual
7 Days a Week at all hours of day	Over 40 lines
The calls must be answered and responded to the same day or next day at the latest	Over 40 lines
Telephone hotline must be established within 3 days of contract execution at the latest	COMPLETE Cost Benefit
Communication Logs	Over 40 lines





latest closure and project information is important to provide assistance with questions, concerns and act as a liaison between the residents and Metro. **Deliverable |** The hotline **877-340-9990** is being used and the hotline process/system has been proven with the residents of the City of Santa Fe Springs on their Capital Improvement Projects and Caltrans I-5 projects.

TASK 2: WEBSITE - INTUITIVE AND EASY TO NAVIGATE

The internet is essential marketing communication tool and for every project. A website is not just a website; it is a tool to help communicate our project goals to your online audience in order to inform the community. Throughout experience, our dedicated project websites are visually appealing, have a unified look and feel, and provide easy navigation throughout. Integrating social media, and incorporating

TASK 2 - WEBSITE AND EMAIL	EXPERIENCE
Develop a Dedicated Website	Within 6 counties
Frequently Asked Questions	Over 40 Projects
Link to the Metro and JPA Cities	Caltrans I-5
Bilingual (English/Spanish)	Bilingual Staff
List the hotline/email address	Over 40 Projects
Website must be developed within 7 days	Over 5 projects
Develop Dedicated Email	Within 6 counties
Same day or next day response	Over 40 projects
Copy I-5 JPA Technical Advisor Committee Chairperson and the I-5 JPA Authority Engineer	Caltrans I-5

interactive features adaptable to smartphones and tablets will be valuable. **Deliverable I** Our team has delivered similar scope of services and within the same times in developing a dedicated website and email address. We have developed the dedicated email <u>info@santafespringsPW.org</u> for the Cities CIP and Caltrans I-5 coordination.

TASK 3: SOCIAL MEDIA - WHAT ARE THEY SAYING?

We live in a world that demands instant gratification when it comes to news, hence the popularity of Social Media and "virtual" venues (blogs, chat rooms, discussion boards, etc.). Social Media plays an integral role in all public outreach programs our

TASK 3 - SOCIAL MEDIA

Develop and share project content to be shared with the I-5 JPA cities and their various social media platforms

Management of a social media presence to ensure consistent messaging and relevant content

Within 6 counties, including Santa Fe Springs

EXPERIENCE

Currently managing social media accounts that discuss the project

team delivers. It is the quickest, most cost-effective outreach tactic in the industry. Social media allows us to reach a vast amount of people in the community, it allows us to read their thoughts, concerns, identify online audiences, ensure informed communities, and allow for relationship management. This is a world of the digital age. Coupling social media with traditional methods of public outreach will help our team deliver a successful, measurable public outreach/involvement program to JPA. **Deliverables |** Our team is currently managing **HAPPY COALITION** and **STREETBLOGLA** on social media, most recently on February 24 during the GCCOG Board meeting and Metro's presentation. We will continue to monitor these accounts, the Cities' accounts including new articles. In addition to monitoring, we will monitor Metro's accounts and provide the same content for the Cities to post on their social media sites.





E. WORK APPROACH

TASK 4: I-5 JPA - LET'S CONTINUE TO WORK TOGETHER FOR

The I-5 Consortium Cities Joint Powers Authority (I-5 JPA) was created in 1990 to protect the Cities and their residents. It includes the Cities of La Mirada, Downey, Norwalk, Santa Fe Springs, and Commerce. The I-5 JPA mission is to increase capacity

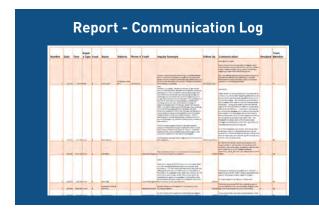
TASK 4 - JPA	EXPERIENCE
I-5 JPA Policy Board attendance and monthly update	Attended for over 10 years
Attend two Council meetings each for the cities of Downey and Santa Fe Springs	Presented on project for both Cities

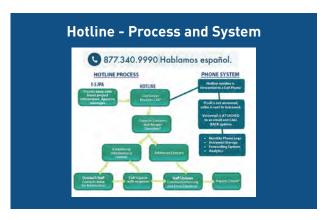
and improve safety and efficiency of the I-5 by working with transportation authorities to design I-5 corridor improvements that will not cause economic and social disruption within our communities. **Deliverables** | Our PIC and PM have been attending and presenting updates to the JPA for over 14 years (combined). Ms. Barrientos has attended on behalf of Caltrans I-5 Corridor Projects and on behalf of the City of Santa Fe Springs PIO. The relationship and understanding of the JPA along with the City contacts has been established. No learning curve.



TASK 5: DELIVERABLES - ALL DELIVERABLES HAVE BEEN PRESENTED WITHIN EACH TASK ABOVE

Below are examples from our experience and our research.









Proposed Website Domains

i605cities.com | i605corridorcities.org

myi605.com

info605.com





E. WORK APPROACH













F. CLIENT REFERENCES



CITY OF SANTA FE SPRINGS ON-CALL SERVICES

Ms. Barrientos has been providing public outreach services for various improvements projects throughout the City. Projects include interchanges, roadway and waterline improvements.

Below you will find a list of Task Orders for Public Outreach Services:

- Joint Power Authority (JPA)
- I-5 Florence Avenue Interchange Project
- I-5 Florence Avenue Santa Fe High School Bus Coordination
- Florence Avenue Widening Project
- Florence Avenue Waterline
- I-5 Valley View Avenue Grade Separation Project
- Barkley and Parkmead Street Improvement Project

LOCATION

Santa Fe Springs, CA

PROJECT COMPLETION

On-Going

REFERENCE

City of Santa Fe Springs

Noe Negrete, Director of Public Works/City Engineer

11710 Telegraph Rd, Santa Fe Springs, CA 90670

562.455.5680

noenegrete@santafesprings.org

KEY PERSONNEL INVOLVED

- Yvette Kirrin
- Vanessa Barrientos
- Giovanna Berrocal





F. CLIENT REFERENCES



CITY OF DOWNEY ON-CALL OUTREACH SERVICES

Southstar has been providing public outreach services for the Measure Sprojects - Neighborhood Improvement Program, a 1/2 percent transactions and use tax approved by 63% of Downey voters in November. Measure S includes, seven parks, four fire stations, Civic Center, and Library reconstruction and improvements. Our responsibilities include developing and executing a public awareness campaign that included the support/coordination with City staff, subconsultant, Construction Manager to inform the community about the projects. Public outreach tasks included a dedicated website. dedicated email. hotline. collateral material. boards. construction presentation notices. community meeting and team meetings.

LOCATION

City of Downey, CA

PROJECT COMPLETION

On-Going (May 2021)

REFERENCE

City of Downey

Mr. John Oskoui, P.E.

Assistant City Manager

11111 Brookshire Ave Downey, CA 90241

562.904.7284

jOskoui@downeyca.org

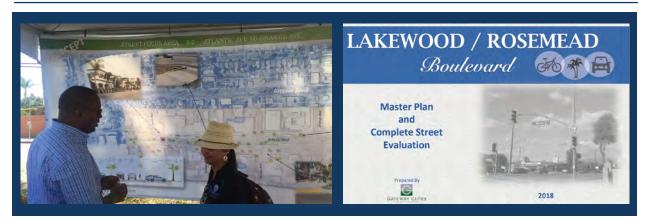
KEY PERSONNEL INVOLVED

- Yvette Kirrin
- Vanessa Barrientos
- Giovanna Berrocal
- Bridget Bennecke





F. CLIENT REFERENCES



GATEWAY CITIES COUNCIL OF GOVERNMENTS, (GCCOG) AS-NEEDED

The Southstar team, Ms. Barrientos and Ms. Berrocal have been providing support services for the complete street master plan projects. Ms. Kirrin is completing technical oversight and program management services to the GCCOG which includes 20+ Cities/ Jurisdictions and over \$1 billion in funds. Ms. Kirrin is responsible for protecting the interests of the Cities regarding how the funds are allocated and spent, as well as responsible for communicating to the Public Works offices, City Mangers and Elected officials the status on the projects

Corridor Complete Street Master Plans Studies

- Lakewood Rosemead Boulevard Complete Street Master Plan
- Artesia Boulevard Complete Street Master Plan
- Atlantic Boulevard/Avenue Complete Street Master Plan
- Florence Avenue Complete Street Master Plan Strategic Transportation Plan (STP)

LOCATION

20+ Cities/ Jurisdictions within Los Angeles County

PROJECT COMPLETION

On-Going, As-Needed

REFERENCE

Nancy Pfeffer

GCCOG, Director

16401 Paramount Blvd, Paramount, CA 90723

nancy@gatewaycog.org

KEY PERSONNEL INVOLVED

- Yvette Kirrin
- Vanessa Barrientos
- Giovanna Berrocal

G. RIGHTS TO MATERIALS

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the RFP and not withdrawn shall, upon receipt by City, become property of City.





EXHIBIT C FEE SCHEDULE

H. FEE SCHEDULE

_			Cost Propo			OUTREACH / CO 2 2021 - AUGUS			NT					
SANTA FE SPE	SOUTHSTAR ENGINEERING ACONSULTING, INC.	Rates		l 12 - 30 Weeks	Ma	ay 1- 31 Weeks	J	une 1-30 4 Weeks		uly 1-31 Weeks Cost		gust 1-31 ? Weeks Cost	Hrs.	Total 17 Weeks Cost
Yvette Kirrin	PIC	Nates	1113.	COST	1113.	Cost	1113.	0031	1113.	0031	1113.	0031	1113.	0031
	No Cost - Cost Saving													
Vanessa Barrientos	Project Manager	\$123.00												
	Task 1 Telephone Hotline		10	\$1,230.00	15	\$1,845.00	10	\$1,230.00	15	\$1,845.00	10	\$1,230.00	60	\$7,380.00
	Task 2 Web Page and project Email		5 \$										5	\$615.00
	Task 3 Social Media Task 4 I-5 JPA Policy Board Attendance		2 \$		2	\$246.00	2		2	\$246.00		\$246.00	10	\$1,230.00
	Task 5 Communication Log		2	\$246.00	2	\$246.00 \$246.00	2	\$246.00 \$246.00	2	\$246.00 \$246.00	2	\$246.00 \$0.00	8	\$984.00 \$984.00
Giovanna Barrocal	Public Outreach Social Media	\$62.00	_	ΨΣ-10.00	_	φ2-10.00		Ψ2-10.00	-	Ψ2-10.00		φο.σο		ψ,ο 4,οο
	Task 1 Telephone Hotline Task 2 Web Page and project Email	ψ02.00												
	Task 3 Social Media Task 4 I-5 JPA Policy Board Attendance		10	\$620.00	10	\$620.00	10	\$620.00	10	\$620.00	5	\$310.00	45	\$2,790.00
	Task 5 Communication Log		3	\$186.00	5	\$310.00	5	\$310.00	5	\$310.00	5	\$310.00	23	\$1,426.00
Bridget Bennecke	Webmaster	\$123.00												
	Task 1 Telephone Hotline		30	\$3,690.00	5	\$615.00	5	\$615.00	5	\$615.00	5	\$615.00	50	\$6,150.00
	Task 2 Web Page and project Email													
	Task 3 Social Media Task 4 I-5 JPA Policy Board Attendance													
	Task 5 Communication Log													
			62	\$6,833.00	41	\$4,128.00	36	\$3,513.00	41	\$4,128.00	29	\$2,957.00	209	\$21,559.00
Other Direct Cost														
Hotline	No Cost - Cost Saving													
Email	No Cost - Cost Saving													
Website Domain/H	osting 1 Year													\$300.00
									T	OTAL NOT	TO E	KCEED		\$21,859.00





COST-SHARING AND REIMBURSEMENT AGREEMENT AMONG THE CITIES OF LA MIRADA, SANTA FE SPRINGS, DOWNEY, NORWALK, AND COMMERCE

This COST-SHARING AND REIMBURSEMENT AGREEMENT ("Agreement") is made by and among the City of La Mirada (La Mirada), City of Santa Fe Springs (Santa Fe Springs), City of Downey (Downey), City of Norwalk (Norwalk), and City of Commerce (Commerce), each a California municipal corporation, for the cost-sharing and reimbursement of costs in connection with the procurement of consulting services. In this Agreement, La Mirada, Santa Fe Springs, Downey, Norwalk, and Commerce are referred to individually as "Party" and collectively as "the Parties."

RECITALS

- A. The Parties are each members of the Interstate 5 Consortium Cities, a California joint powers authority ("I-5 JPA").
- B. The Parties desire to engage a firm to provide public outreach services, on behalf of the I-5 JPA ("Services"). Santa Fe Springs has agreed to procure a qualified consulting firm ("Consultant") for the Services, and enter into a contract with the Consultant ("Consultant Contract"), subject to the terms and conditions of this Agreement.
- C. The Parties have agreed to equally share the costs of the Consultant, whose Services will benefit the Parties as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

- 1. <u>Recitals</u>. The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.
- 2. <u>Consultant Contract</u>. Santa Fe Springs will procure the Services of the Consultant, in compliance with the standard procedures and requirements applicable to the procurement of professional services by Santa Fe Springs. The specific Services to be performed by the Consultant shall be in accordance with a detailed scope of work substantially similar to the scope of work set forth in Exhibit A. Aside from the Services, and subject to the terms of this Agreement, the other terms of the Consultant Contract shall be at Santa Fe Springs' sole discretion. Santa Fe Springs will oversee and manage the provision of Services by the selected Consultant.
- 3. <u>Consultant Services Report and Consultant Work Product</u>. Santa Fe Springs shall provide a monthly report, or cause the Consultant to provide a monthly report, detailing the Consultant's progress to the I-5 JPA. Santa Fe Springs shall share any work product developed by the Consultant, or cause the Consultant to share such work product, with the I-5 JPA.

- 4. Reimbursement Procedure. Each Party shall be responsible for a pro-rata share of twenty percent (20%) of the total costs due under the Consultant Contract. The total cost of the Consultant Contract shall not exceed Thirty-Five Thousand Dollars (\$35,000.00). Upon receipt of the final invoice under the Consultant Contract, Santa Fe Springs shall prepare and submit an invoice to each of the Parties for the Party's pro-rata share of the costs incurred under the Consultant Agreement. Payment of invoice is due to Santa Fe Springs within thirty (30) days of receipt of invoice.
- 5. <u>Amendment to Consultant Contract</u>. Any amendment to the Consultant Contract that increases the costs of the Consultant Contract by Five Thousand Dollars (\$5000.00) or more, or that causes the cost of the Consultant Contract to exceed Thirty-Five Thousand Dollars (\$35,000.00) requires the advance written approval of the Parties.
- 6. <u>Term.</u> The term of this Agreement will commence on the date executed by all Parties and terminate upon the later of the termination of the Consultant Contract or the payment of all amounts due to Santa Fe Springs by the Parties under this Agreement.
- 7. <u>Indemnity</u>. Each Party agrees to indemnify, defend, and hold the other Parties and their respective officers, employees, and agents harmless from and against any and all claims, demands, liability, damages, costs and expenses, resulting from or arising in connection with the indemnifying Party's sole negligence or misconduct. This section shall survive expiration or termination of this Agreement.
- 8. <u>Amendment and Waiver</u>. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties, and no verbal understanding or agreement not incorporated herein shall be binding on any Party hereto.
- 9. <u>Governing Law.</u> This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court of Los Angeles County.
- 10. Time of Essence. Time is of the essence for every provision hereof in which time is a factor.
- 11. <u>Benefit of Parties</u>. The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns. No Party shall assign this Agreement or any portion thereof to a third party without the prior written consent of all of the other Parties. Any unauthorized assignment by one Party shall give any or all of the other Parties the right to automatically and immediately terminate this Agreement with respect to the Party making the unauthorized assignment without advance notice.
- 12. <u>Entire Agreement of the Parties</u>. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.

- 13. <u>Independent Counsel</u>. Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.
- 14. <u>Notice</u>. Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to City of Santa Fe Springs: Raymond R. Cruz 11710 E. Telegraph Road Santa Fe Springs, CA 90670 562-868-0511

If to City of La Mirada: Jeff Boynton 13700 La Mirada Blvd. La Mirada, CA 90638 (562) 943-0131

If to City of Downey: Gilbert A. Livas 11111 Brookshire Ave. Downey, CA 90241 (562) 904-7284

If to City of Norwalk: Jesus M. Gomez 12700 Norwalk Blvd. Norwalk, CA 90650 (562) 929-5700

If to City of Commerce: Edgar P. Cisneros 2535 Commerce Way Commerce, CA 90040 (323) 722-4805

- 15. <u>Invalid Provision</u>. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 16. <u>Headings and Captions</u>. The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement below.

City of Santa Fe Springs
By:
By:
Approved as to form City Attorney:
By:

City of La Mirada
By:
Jeff Boynton, City Manager
Approved as to form by City Attorney:
By:
City of Downey
By:
Gilbert A. Livas, City Mailager
Approved as to form by City Attorney:
By:

City of Commerce
By:
Edgar P. Cisneros, City Manager
Approved as to form by City Attorney:
By:
City of Norwalk
By:
Jesus M. Gomez, City Manager
Approved as to form by City Attorney:
By:

EXHIBIT A CONSULTANT SCOPE OF WORK

Southstar does not intend on using subconsultants.

E. WORK APPROACH

PURPOSE

The I-5 JPA along with Santa Fe Springs desires to augment Metro's public outreach efforts and more importantly provide information specific to the residents of the I-5 JPA. This team will develop/execute a public awareness campaign that will serve as the road map for stakeholder information in support of the I-605 project. It is intended to become a working document detailing new developments, tracking the progress, and ultimately serving as the primary resource to assist the City in successfully keeping the public informed about the Project, starting from the current phase and continuing if needed.

COMMUNITY OUTREACH GOALS AND OBJECTIVES

This public awareness plan will help share project information, identify significant community issues the Metro team needs to address or include in the EIR, provide information to impacted communities, provide mechanisms for impacted communities to provide input to the City. Our priority will be to develop credibility within the impacted communities and avoid misunderstandings. The goal of community outreach is to build trust and secure public support for the Project. Specific objectives are to:

- Provide project information to stakeholders, local residents or those impacted by the project through a consistent, two-way communications approach. Ensure that the community understands the Project need and benefits
- Improve the understanding of specific stakeholder concerns
- Obtain stakeholder input
- Develop trust by reporting stakeholders comments to Metro

PROJECT OVERVIEW - BACKGROUND AND NEED

Interstate 605 (I-605) serves as one of the few major north-south interstate freeways in the greater Los Angeles Area of Southern California, running roughly 27 miles from the coast in Seal Beach, at its most southerly point, to the foothills in Irwindale/Duarte in the north. The Los Angeles County Metropolitan Transportation Authority (Metro) is leading the I-605 Project and is currently under the Project Approval and Environmental Document (PA/ED) Phase. During this phase of development, environmental and technical studies have been undertaken, in addition to design reviews, to evaluate and determine proposed solutions or "project alternatives." It is anticipated that the Metro Board will authorize the release of this document in late April 2021, at the earliest.

Need | As the lead agency, Metro has conducted community and stakeholder meetings over the past four years to update the public. Below are the Public Scoping meetings held during the environmental phase on the Metro website:

2016		2018		2019	2020	2021
October 24 October 26 Downey October 27 SFS Norwalk	November 1 Industry November 2 South El Monte November 3 Whittier	February 6 Pico Rivera February 7 Norwalk	February 8 Whittier February 13 webinar	No meetings were held according to website.	No meetings were held according to website.	Public hearings are planned for 2021.





PROJECT STAKEHOLDERS AND ANTICIPATED STAKEHOLDERS CONCERNS

A significant portion of this project impacts the cities to the I-5 Consortium Cities Joint Powers Authority (I-5 JPA), in particular the cities of Downey, Norwalk and Santa Fe Springs have potential right-of-way impacts. The most significant right-of-way impacts center around the I-5/I-605 interchange improvements. These Cities are also geographically located in the Gateway Cities Council of Governments (GCCOG) subregion.

In the world of social media, communities' thoughts and concerns are a cellphone away. Our team has been following the project on Twitter, the accounts of Metro, City of Downey, City of Santa Fe Springs and notably **HAPPY COALITION** and **STREETBLOGLA**. As a result, the project stakeholders are vocal with their concerns about the project, just to name a few. as shown below:

be

- No more lanes
- Don't demolish homes
- Locally supportive alternative
- Technical committee should developed
- New alternative plan has not been presented to public
- We want a chance to ask questions
- Lower income residents of color call burden of climate change, despite health warnings, traffic studies, housing Crisis. - Pollution

CITY OF SANTA FE SPRINGS AND I-JPA KEY MESSAGES

Successful outreach requires substantive, clear, and consistent messaging that accurately captures project priorities. Substance and clarity create transparency and ensure that stakeholders understand the project need, drivers, constraints, and benefits. It is our understanding that the messages are the following:

- Metro is the lead agency on the I605 Project
- The Cities of the I-5 JPA will provide information specific to the residents
- Easy to read project collateral material will be available to the residents.
- Public comments, questions, or concerns will be submitted to Metro

Our goal is to provide consistency to build trust by demonstrating honesty and reliability. Although the messages may change during the course of the project, the overall understanding of project purpose and need remains the same.

SCOPE OF WORK

The Southstar public outreach team has worked with a diverse range of municipalities, agencies, stakeholders, and communities within six counties in Southern California. We are proud of the work we have accomplished and always strive to build quality, trust-based relationships with each of our clients. In particular, Yvette Kirrin, proposed PIC and Vanessa Barrientos, proposed Project Manager, are currently working with I-5 JPA and the GCCOG. Ms Barrientos is working with the Cities of Santa Fe Springs and Downey.

Work Plan Approach | While it would seem practical to duplicate other successful public outreach programs we have delivered for other clients, Southstar does not believe in the "cookie-cutter" approach. We understand that the Cities have unique, diverse communities with varying needs, and require a public outreach program that is customized to fit the





community needs. This approach includes research, planning, strategic implementation, and thorough evaluation with measurable objectives; all with a personal, humanized approach.



Strong communication is key to obtaining project information to benefit both the public and campaign. Our communication plan will correspond to the character of the project area's community. Collateral materials will be developed to communicate efficiently to diverse stakeholders and ensure that methods of communication meet the needs of those individuals/groups.

Due to our expensive experience, Ms. Barrientos has interpreted in Spanish, both oral and written within the two communities. Our research will also include gathering the project background, current status of the communities voice and stakeholders.



During the planning stage, will develop the public awareness campaign plan with the proposed schedule and needs. The plan will be a living document that will adjust according to the schedule and needs. In addition to the public outreach plan, Southstar will attend project relation meetings.



Upon the approval of the public awareness campaign plan, Southstar will implement elements of the outreach plan as directed by the City. The implementation process will be primarily in the beginning of the project as it continues to develop collateral material and disseminate according to the schedule.



As the project moves forward, task elements of the outreach plan will be evaluated from different perspectives - the level of need and the value to the project. The current contract will provide services for four months, at which, the City will make the decision to extend the contract or cancel the contract based on the needs and Metro. Our monthly logs and reports will

assist the City in making this decision.

TASKS AND DELIVERABLES

Let's Communicate In the world of transportation, things move swiftly and change often. Throughout the life of the project, Ms Barrientos will engage with residents by answering questions, concerns and provide related project information in addition to an understanding of the project impacts. Below is our approach to the Scope of Work which will become our public awareness campaign.



The purpose of a helpline call center is to field incoming calls from residents, business owners, the offices of elected officials and other branches of government and assist them with

TASK 1 - HOTLINE	EXPERIENCE
Setup a dedicated 800 hotline	Within 6 counties
English and Spanish languages	Bilingual
7 Days a Week at all hours of day	Over 40 lines
The calls must be answered and responded to the same day or next day at the latest	Over 40 lines
Telephone hotline must be established within 3 days of contract execution at the latest	COMPLETE Cost Benefit
Communication Logs	Over 40 lines





latest closure and project information is important to provide assistance with questions, concerns and act as a liaison between the residents and Metro. **Deliverable |** The hotline **877-340-9990** is being used and the hotline process/system has been proven with the residents of the City of Santa Fe Springs on their Capital Improvement Projects and Caltrans I-5 projects.

TASK 2: WEBSITE - INTUITIVE AND EASY TO NAVIGATE

The internet is essential marketing communication tool and for every project. A website is not just a website; it is a tool to help communicate our project goals to your online audience in order to inform the community. Throughout experience, our dedicated project websites are visually appealing, have a unified look and feel, and provide easy navigation throughout. Integrating social media, and incorporating

TASK 2 - WEBSITE AND EMAIL	EXPERIENCE
Develop a Dedicated Website	Within 6 counties
Frequently Asked Questions	Over 40 Projects
Link to the Metro and JPA Cities	Caltrans I-5
Bilingual (English/Spanish)	Bilingual Staff
List the hotline/email address	Over 40 Projects
Website must be developed within 7 days	Over 5 projects
Develop Dedicated Email	Within 6 counties
Same day or next day response	Over 40 projects
Copy I-5 JPA Technical Advisor Committee Chairperson and the I-5 JPA Authority Engineer	Caltrans I-5

interactive features adaptable to smartphones and tablets will be valuable. **Deliverable I** Our team has delivered similar scope of services and within the same times in developing a dedicated website and email address. We have developed the dedicated email <u>info@santafespringsPW.org</u> for the Cities CIP and Caltrans I-5 coordination.

TASK 3: SOCIAL MEDIA - WHAT ARE THEY SAYING?

We live in a world that demands instant gratification when it comes to news, hence the popularity of Social Media and "virtual" venues (blogs, chat rooms, discussion boards, etc.). Social Media plays an integral role in all public outreach programs our

Develop and share project content to be shared with the I-5 JPA cities and their various social media platforms

TASK 3 - SOCIAL MEDIA

Management of a social media presence to ensure consistent messaging and relevant content

Within 6 counties, including Santa Fe Springs

EXPERIENCE

Currently managing social media accounts that discuss the project

team delivers. It is the quickest, most cost-effective outreach tactic in the industry. Social media allows us to reach a vast amount of people in the community, it allows us to read their thoughts, concerns, identify online audiences, ensure informed communities, and allow for relationship management. This is a world of the digital age. Coupling social media with traditional methods of public outreach will help our team deliver a successful, measurable public outreach/involvement program to JPA. **Deliverables |** Our team is currently managing **HAPPY COALITION** and **STREETBLOGLA** on social media, most recently on February 24 during the GCCOG Board meeting and Metro's presentation. We will continue to monitor these accounts, the Cities' accounts including new articles. In addition to monitoring, we will monitor Metro's accounts and provide the same content for the Cities to post on their social media sites.





E. WORK APPROACH

TASK 4: I-5 JPA - LET'S CONTINUE TO WORK TOGETHER FOR

The I-5 Consortium Cities Joint Powers Authority (I-5 JPA) was created in 1990 to protect the Cities and their residents. It includes the Cities of La Mirada, Downey, Norwalk, Santa Fe Springs, and Commerce. The I-5 JPA mission is to increase capacity

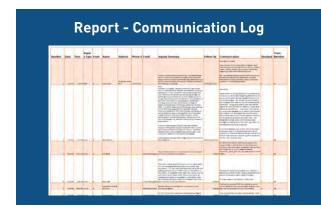
TASK 4 - JPA	EXPERIENCE
I-5 JPA Policy Board attendance and monthly update	Attended for over 10 years
Attend two Council meetings each for the cities of Downey and Santa Fe Springs	Presented on project for both Cities

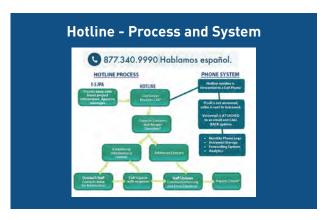
and improve safety and efficiency of the I-5 by working with transportation authorities to design I-5 corridor improvements that will not cause economic and social disruption within our communities. **Deliverables** | Our PIC and PM have been attending and presenting updates to the JPA for over 14 years (combined). Ms. Barrientos has attended on behalf of Caltrans I-5 Corridor Projects and on behalf of the City of Santa Fe Springs PIO. The relationship and understanding of the JPA along with the City contacts has been established. No learning curve.



TASK 5: DELIVERABLES - ALL DELIVERABLES HAVE BEEN PRESENTED WITHIN EACH TASK ABOVE

Below are examples from our experience and our research.









Proposed Website Domains

i605cities.com | i605corridorcities.org

myi605.com

info605.com





E. WORK APPROACH













May 4, 2021

City Council Meeting

NEW BUSINESS

Purchase of Holiday Decorations for City Street Light Poles

RECOMMENDATION

- Issue a Purchase Order to Display Sales of Bloomington, MN in the amount of \$74,755.16;
- Appropriate \$74,755.16 from the General Fund Reserve to a 9000 account; and
- Authorize the Director of Purchasing to execute the Purchase Order.

BACKGROUND

Every Holiday season staff installs Holiday Decorations on City Street Light Poles. These decorations are installed on street light poles on:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Florence Ave.	Orr and Day Rd.	Pioneer Blvd.
Orr and Day Rd.	Florence Ave.	Los Nietos Rd.
Telegraph Rd.	I-605	Bloomfield Ave.
Pioneer Blvd.	Telegraph Rd.	Florence Ave.
Telegraph Rd.	Painter Ave.	Carmenita Rd.
Carmenita Rd.	Telegraph Rd.	Florence Ave.

The current Holiday Decorations have been used for the past 20 years. Decorations have exceeded their intended life span of 10 years. Staff invests approximately \$7,000 annually to make decorations presentable due to the existing condition of the decorations. Staff recommends purchasing new Decorations to replace the current decorations. The replacement cost includes upgrading to LED lighting, new wiring, new installation brackets, and new mounting brackets. Staff recommends replacing all 120 Holiday decorations for the street light poles.

Normally, we would present this item in the budget for the upcoming fiscal year, however, due to the lead-time required from the Vendor to process the order, it is necessary to place the order by the end of May 2021, in order to have the decorations available for installation this 2021 Holiday Season.

FISCAL IMPACT

The total estimated cost to purchase Holiday Decorations for City Street Light Poles from Display Sales is \$74,755.16. Appropriate \$74,755.16 from the General Fund reserves to a 900 account, since, this is a one-time expense.

INFRASTRUCTURE IMPACT

The Holiday Decorations will be brighter and more presentable during the Holiday Season.

> Raymond R. Cruz City Manager

> > Date of Report: April 29, 2021

Attachments:

Attachment No. 1: Three Quotes to purchase Holiday Decorations Attachment No. 2: Sample Holiday Decoration from Display Sales

Report Submitted By: Noe Negrete

Director of Public Works





DISPLAYSALES

Display Sales

10925 Nesbitt Avenue S Bloomington, MN 55437

P: 800-328-6195 F: 952-885-0099 www.displaysales.com ESTIMATE DATE

QO-035495-2

EXPIRATION DATE

4/5/2021 5/1/2021

CUSTOMER ID

119106

Ship Johnny Chavarria To: City of Santa Fe Springs 12636 Emmens Way Santa Fe Springs, CA 90670 Bill Johnny Chavarria

To: City of Santa Fe Springs 11710 E Telegraph Rd

Santa Fe Springs, CA 90670

	PREPARED BY	JOB	PAYMENT TE	RMS	REQUEST DELI	VERY DATE
Nathan Engfer		Net 20		4/1/2021		
QUANTITY	DESCRIPTION		UNIT PRICE		1	AMOUNT
21	6' DazzLED Gift Boxes Each Includes: 87 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable	Straps	524.00			11,004.00
21		,	397.00			0 227 00
	6' DazzLED Candy Cane Swirl Each Includes: 66 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable	Straps	397.00			8,337.00
21	6' DazzLED Zig Zag Tree Each Includes: 49 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable	Straps	402.00			8,442.00
21	6' DazzLED Stocking Each Includes: 56 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable	Straps	407.00			8,547.00
21	6' DazzLED Snowman Each Includes: 57 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable	Straps	623.00			13,083.00
4	6' DazzLED Waving Santa Each Includes: 125 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable:	Straps	806.00			3,224.00



TOTAL

74,755.16



DISPLAYSALES

	PREPARED BY	JOB	PAYMENT TERM	S REQUEST DE	LIVERY DATE
	Nathan Engfer Net 20		4/1/2	2021	
QUANTITY	DESCRIPTION		UNIT PRICE		AMOUNT
21	6' DazzLED Single Bell		421.00	0.7	8,841.00
	Each Includes: 60 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
				SUBTOTAL	61,478.00
			SH	IPPING & HANDLING	8,820.00
				SALES TAX	4,457.16

Financing available.

To accept this quotation, sign here and return.

Thank you for your business.



• Decorations Banners

Lighting

Sierra Display, Inc.

4689 West Jennifer Avenue Fresno, CA 93722 Telephone: 559-275-8695 Fax: 559-276-2238

Price Quotation

Account Representative: Jennifer Schmidt

Date:

March 31, 2021

Sold To

City of Santa Fe Springs Mr. Johnny Chavarria, Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Ship To

City of Santa Fe Springs Mr. Johnny Chavarria, Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Quantity	Description	Unit Price	Extension
32	PMCT-110 4 1/2' X 7 1/2' SILHOUETTE ORNAMENT TREE With 25 Red, 31 Yellow, 54 Green C7 Lamps	LED \$600.00	\$19,200.00
32	PMCT-86 4' X 8' GIFT PACKAGES With 10 Amber, 27 Green, 21 Red C9 LED Lamps	\$600.00	\$19,200.00
32	PMCT - 48 8' SILHOUETTE CANDY CANE With 16 Red, 65 Clear 54 Green C7 LED Lamps	730.00	\$23,360.00
32 	PMCT - 112 5' X 8' PARTIAL SILHOUETTE ORNAMENT SCROLL-112 With 20 Clear, 17 Amber, Yellow, 26 Red and 55 Green C7 LED Lamps	24 840.00	\$26,880.00
1 	25% Discount On Each If You Order By May 31st, 2021	(22,160.00)	(22,160.00)
	johnnychavarria@santafesprings.org	Stantinger specification of the stanting of th	errer (1946) eldalelda saa saamii arrea arrae.
en e	Shippi	Tax 10:500% ng (Estimated)	\$66,480.00 6,980.40 3,500.00
	Total (ces in this sales quotation are valid for thirty (30) days All shipments are f.o.b. Factory	Order	\$76,960.40

Authorized Purchaser



ESTIMATE

St. Nick's Christmas Lighting & Décor 521 E. 1st. St.

Long Beach, CA 90802 (562) 438-0017 | hellosanta@st-nicks.com

DATE 3/15/21

TERMS

BILL TO

Johnny Chavarria City of Santa Fe Springs (562) 244-0711 30 days net

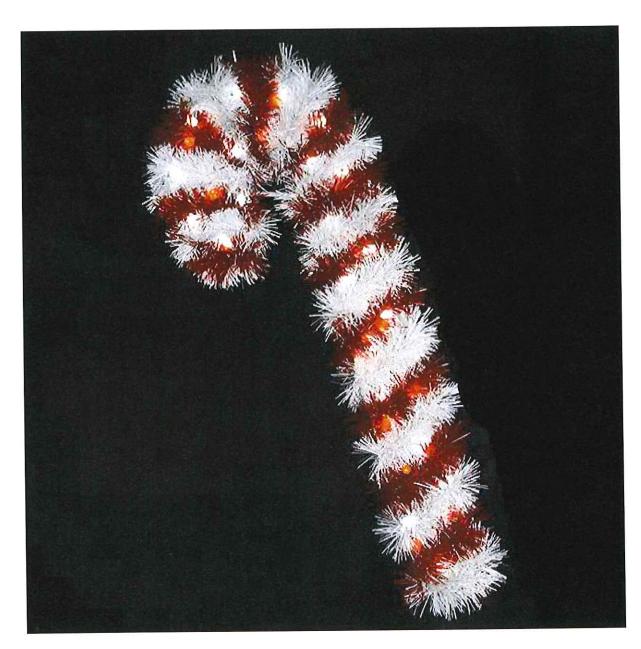
iohnnychavarria@santafesprings.org

DESCRIPTION	OTY	UNIT PRICE	AMOUNT
Custom pole mounts (purchase price + tax)	100	\$1,300	\$130,000
			300000000000000000000000000000000000000
Custom pole mounts (rental - no tax)	100	750.00	\$75,000
Installation service (install and removal)	100	250.00	25,000.00
Commercial-grade tinsel garland wrap for poles (purchase)	100	150.00	- 15,000.00
Colors available: red, blue, silver, gold		130.00	-
Installation service for garland (install and removal)	100	75.00	- 7,500.00
			_
		***************************************	**
Thank you for your business!	TAX	OTAL RATE	252,500.00 10.250%
	TAX TOT.	AL	25,881.25 \$ 278,381.25

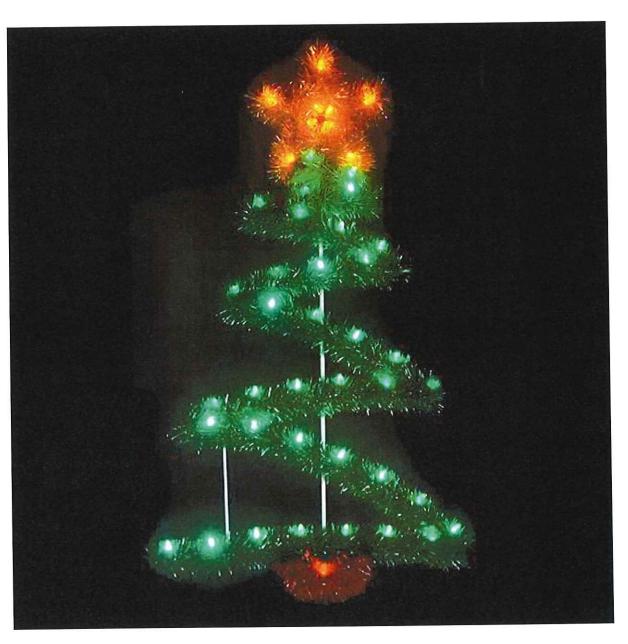
Authorized by Date



Display Sales



Display Sales



Display Sales



Display Sales



Display Sales



Display Sales



Display Sales



City Council Meeting

NEW BUSINESS

<u>Custodial Services - Amendment Number Five to Approve Daily Disinfectant Fogging at City Facilities</u>

RECOMMENDATION

- Approve Contract Amendment Number Five with EE Building Maintenance to add daily spray disinfectant fogging at City Facilities; and
- Authorize the Mayor to execute Contract Amendment Number Five.

BACKGROUND

The City Council, at their meeting of March 2, 2021, requested that staff request a quote from the custodial services vendor to provide for daily spray disinfectant (fogging) at City Facilities. The request was made due to the ongoing concerns regarding the COVID-19 pandemic. EE Building Maintenance (EEBM) sprayed various City facilities to test the effects of spraying disinfectant daily. One main observation is that the disinfectant does cause paper materials laying on desks or tables to curve at the edge. Therefore, some facilities and/or departments have declined to have their offices sprayed with disinfectant. Furthermore, they have decided to have individual employees' disinfect their offices/workspaces. The following locations will be sprayed with disinfectant:

- 1. Activity Center Offices
- Clarke Estate Offices
- City Hall (except Planning and Engineering)
- 4. Betty Wilson Center Offices
- Library
- 6. Gus Velasco Neighborhood Center Offices
- 7. Heritage Park Ranger Station
- 8. Municipal Services Yard Offices

The fogging will be performed daily after-hours from Monday through Thursday. The monthly fee to perform fogging services is \$3,679.60. The fogging services will start effective May 1, 2021.

LEGAL REVIEW

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

FISCAL IMPACT

Funding for fogging services is not included in the current operation and maintenance budget for Public Works. The approximate \$7,360 for the two months can be absorbed into our current budget. The proposed monthly increase of \$3,679.60 will be accounted for in the Fiscal Year 2021/22 Public Works budget.

Report Submitted By: Noe Negrete

Director of Public Works



Date of Report: April 29, 2021

Date of Report: April 29, 2021

INFRASTRUCTURE IMPACT

Fogging will aid in the daily disinfecting and cleaning of City facilities.

Raymond R. Cruz City Manager

Attachments:

Attachment No. 1: Amendment No. 5 Attachment No. 2: Quote from EEBM



11710 E. TELEGRAPH ROAD ♦ CA ♦ 90670-3679 ♦ (562) 868-0511 ♦ (562) 868-7112 ♦ WWW.SANTAFESPRINGS.ORG

DEPARTMENT OF PUBLIC WORKS

April 29, 2021

EE Building Maintenance 11720 Marquardt Avenue Whittier, CA 90605

Attention: Ms. Esmeralda Elizarraraz, Manager

Subject: Custodial Services

Contract Amendment Number Five

Dear Ms. Elizarraraz:

This letter, if signed by all parties below, shall serve as Amendment Number Five to the Custodial Services Agreement ("Agreement") between the City of Santa Fe Springs ("City") and EE Building Maintenance ("Contractor"). Pursuant to negotiations between the City and Contractor, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

1. **Spray City Offices with Disinfectant (Fogging)** on a daily basis Monday through Thursday until such time as the City terminates these additional services in writing. The following locations will be fogged: Activity Center offices, Clarke Estate Offices, City Park Offices (4), City Hall (except Planning and Engineering), Betty Wilson Center Offices, Library, Gus Velasco Neighborhood Center, Town Center Hall, Heritage Park Ranger Station and Municipal Services Yard Offices. The cost for spraying offices with disinfectant will be paid as a monthly lump sum amount of \$3,679.60. See attached quote for more details.

SUBMITTED BY:	ACCEPTED BY:
CITY OF SANTA FE SPRINGS	EE BUILDING MAINTENANCE
Kevin J. Periman, Municipal Services Manager	Esmeralda Elizarraraz, Manager
Date	Date
APPROVED BY:	
John M. Mora, Mayor	Date

JOHN M. MORA, MAYOR ♦ ANNETTE RODRIGUEZ, MAYOR PRO TEM
CITY COUNCIL

JAY SARNO ♦ JUANITA TRUJILLO ♦ JOE ANGEL ZAMORA
CITY MANAGER
RAYMOND R. CRUZ



BUILDING MAINTENANCE

MEMORANDUM

DATE:

April 26, 2021

TO:

Todd Heggstrom, Facilities Supervisor

FROM:

Esmeralda Elizarraraz, Contract Manager

SUBJECT: Proposal to Spray City Offices with Disinfectant

EE Building Maintenance will provide the following custodial service for the proposed monthly fee:

Spray City Offices with Disinfectant

- a) Locations: Activity Center Offices, Clarke Estate Offices, City Parks (4) Offices, City Hall Offices (except Planning and Engineering Offices). Betty Wilson Center Offices, Library, Gus Velasco Neighborhood Center Offices, Town Center Hall Offices, Heritage Park Ranger Station Office, Municipal Services Yard Offices.
- b) Frequency: Monday-Thursday (4 days/week)
- c) Service Hours: 6:00 p.m. 10:pm (provides for disinfectant to dry)

d) City Responsibilities:

- -Provide notice to City Staff to clear desks of all paper materials;
- -Provide notice to City Staff with option to decline (in writing) spraying office with disinfectant.

e) EE Building Maintenance Responsibilities:

- -Provide spray equipment;
- -Provide EPA approved disinfectant
- -Provide personal protective gear for Custodians

Proposed Monthly Fee:

Staff:

\$2,849.60

Supplies/Equipment:

\$ 830.00

Total Monthly Fee:

\$3,679.60

City Council Meeting

May 4, 2021

NEW BUSINESS

<u>Authorize the Purchase and Installation of Emergency Equipment to Eight (8) Ford</u> Explorer Police Pursuit Vehicles from Dana Safety Supply

RECOMMENDATION(S)

- Authorize the purchase and installation of emergency equipment to eight (8) Ford Explorer police pursuit vehicles from Dana Safety Supply;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$104,525 to process this order.

BACKGROUND

The City received eight (8) Ford Explorer Police Pursuit Vehicles previously authorized for purchase by the City Council. We now need to up-fit these vehicles with emergency equipment, including mobile data computers, emergency lights, sirens, safety barrier partitions, weapon racks, and push bumpers. The up-fit also includes the transfer of radio equipment from existing vehicles into the new vehicles.

The City of Whittier solicited bids from three local vendors to up-fit six (6) police units they recently took delivery on. They received one response and awarded the order to Dana Safety Supply. We have used Dana Safety Supply for up-fits in our fleet; our Fleet Supervisor has been exceedingly satisfied with the quality of their workmanship.

The price difference from the Whittier PD up-fits (\$12,693 per vehicle) and our vehicles (\$13,065.625 per vehicle) are additional emergency lighting to the front grill, rear license plate area, and driver/passenger doors for enhanced visibility. The center console is also modified to accept the officer's weapon on their hip, and the rear deck is lowered so stacked gear doesn't obstruct vision through the rear-view mirror.

FISCAL IMPACT

In Fiscal Year 2020/21 the City Council approved \$100,000 in the Vehicle Acquisition and Replacement budget for police vehicle up-fits. The \$4,525 over the budgeted amount on this transaction will be more than offset by the \$43,717.20 in savings for the police vehicle acquisitions.

Raymond R. Cruz City Manager

Attachment(s):

- 1. Dana Safety Quote
- 2. City of Whittier Agenda Report

Report Submitted By: Paul Martinez

Finance Department

Date of Report: April 29, 2021

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	374798-Н
Customer No.	SANTAFESPR

Ship To

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670 Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade **Telephone:** 562-868-0511

edandrade@santafesprings.org

Contact: Edward Andrade Telephone: 562-868-0511

E-mail: edandrade@santafesprings.org E-mail: edandrade@santafesprings.org						antafesprings.org		
Order Date		Ship V	ia	F.O.B.		Customer PO Numbe	ber Payment Method	
03/16/21	GROUN	ND SH	IPMENT	PPAY & ADD TO INVOI	ICE			Net 30
E			Salesperson		Ordered By	Resa	le Number	
Chris Degioanni Chris Degioanni - LA								
Order Quantity	Open Quantity	Tax		Item Number / De	Item Number / Description			Extended Price
8	8	N	INFO VEHICLE 2021 Ford P.	HICLE INFORMATION Warehouse: LOSA Vin #:			0.0000	0.00
8	8	Y	EVP	EVP				74,000.00

			Warehouse: LOSA Vin #:		
			2021 Ford PIU		
8	8	Y	EVP	9,250.0000	74,000.00
			EMERGENCY VEHICLE PACKAGE		
			Warehouse: LOSA Vin #:		
8	8	Y	ECVDMLTAL00	0.0000	0.00
			SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR		
			Warehouse: LOSA Vin #:		
8	8	Y	KIT-TP-SL6U-BB-SS Delivery Info: 557958	0.0000	0.00
			TROY 2020 PI Utility US Partition Kit		
			Warehouse: LOSA Vin #:		
			Troy, 202 PI Utility US Partition Kit		
			TP-E-SL6-US-SS		
			SAB-20-FDUV-BB		
			KP-UV20-DAP-SS		
8	8	Y	PS-20-UV-OS-R Delivery Info: 557958	0.0000	0.00
			TRO REAR BARRIER, OSB, PL SEAT		
			Warehouse: LOSA Vin #:		
8	8	Y	AC-20-UV-SET Delivery Info: 557958	0.0000	0.00
			TROY 2020 PI Utility driver/passenger side set of diam		
			Warehouse: LOSA Vin #:		
			2020 PI Utility driver/passenger side set of diamond-punched window screen	ıs	

Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	1

Payment Method

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	374798-Н		
Customer No.	SANTAFESPR		

Ship To

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670 Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade Telephone: 562-868-0511

Order Date

Contact: Edward Andrade **Telephone:** 562-868-0511

Customer PO Number

E-mail: edandrade@santafesprings.org

Date Ship Via

E-mail: edandrade@santafesprings.org

02/16/21		NAME OF THE PARTY		DDAY & ADD TO DIVOL	CI	- uj	Jet 20	
03/16/21 GROUND SHIPN			PMENI				Net 30 Resale Number	
Entered By				Salesperson	Ordered By	Resal	e Number	
Chris Degioanni				Chris Degioanni - LA				
Order Quantity	Open Quantity	Tax		Item Number / De	scription	Unit Price	Extended Price	
8	8	Y		7-HATCH E 20 FORD PI-U REAR HAT Warehouse: LOS ty hatch window screen; Square-ho	0.0000	0.00		
8	8	Y	AC-20-UV	V-CGP2 E OY REAR GAP PANELS Warehouse: LOS	0.0000	0.00		
8	8	Y	INNOVATELECTRO INV-ES-ORGELETRONIC 2020,	TIVE ELETRONIC STORA DNICS Warehouse: LOS G-FB-PIU20 C STORAGE, FALSE FLOOR, EL	SA Vin#:	0.0000	0.00	
8	8	Y	INV-ES-FF-I ACCESSOR BOX,	F-ET-PIU20 E FIVE ACCESSORY, ELEC Warehouse: LO	SA Vin #:	0.0000	0.00	

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Page No.	2

Payment Method

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	374798-Н	
Customer No.	SANTAFESPR	

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Order Date

Ship Via

Ship To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Customer PO Number

Contact: Edward AndradeContact: Edward AndradeTelephone: 562-868-0511Telephone: 562-868-0511

F.O.B.

03/16/21	GROUN	ND SH	HIPMENT PPAY & ADD TO INVOICE		N	Vet 30				
E				Salesperson		Ordered By		e Number		
Chr	ris Degioann	i	(Chris Degioanni - LA				Unit Extended		
Order Quantity	Open Quantity	Tax	Item Number / Descripti			Item Number / Description				
8	8	Y	INV-CO-I	N-ISUV-20-NA	Delive	ery Info: 557966	0.0000	0.00		
			INNOVAT	ΓIVE Console						
				Warehouse	e: LOSA	Vin #:				
			Innovative 20	020 PIU Console, No Armre	est					
16	16	Y	MMSU-1		Delive	ery Info: ON.HAND	0.0000	0.00		
			MAGNET	IC MIC SINGLE UNI	T CONVE	RSION KIT				
				Warehouse	e: LOSA	Vin #:				
8	8	Y	C-ARM-10	04	Delive	ery Info: 557285	0.0000	0.00		
			HAV TOP	MOUNT ARMREST						
				Warehouse	e: LOSA	Vin #:				
8	8	Y	GK102915	S1LSSCA	Delive	ery Info: 557967	0.0000	0.00		
			DUAL T F	RAIL MOUNT 1SMA	LL 1 LAR	GE				
				Warehouse	e: LOSA	Vin #:				
8	8	Y	5344-2L91	l	Delive	ery Info: 557961	0.0000	0.00		
			GOR PUS	H BUMPER						
				Warehouse	e: LOSA	Vin #:				
				ghted Push Bumper						
0	0	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	2 Forward Fa		D 1'-	I C 5577(2	0.0000	0.00		
8	8	Y	MR6MC-I			ery Info: 557763	0.0000	0.00		
			CODE 3 N	AR6 multicolor LED R						
			m 1	Warehouse		Vin #:				
				ed forward facing in the bur wns are used on the lightbar		e used as scene lights				
			when takedov	wns are used on the rightoar	•					

Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	3

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	374798-Н		
Customer No.	SANTAFESPR		

Ship To

Bill To

Santa Fe Springs **Public Works** 11710 Telegraph Road Santa Fe Springs, CA 90670 Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade **Telephone:** 562-868-0511

Contact: Edward Andrade **Telephone:** 562-868-0511

E-mail: edandrade@santafesprings.org E-mail: edandrade@sa							
Order Date		Ship V	ia	F.O.B.	Customer PO Number	er Payn	nent Method
03/16/21	GROUN	ND SH	IPMENT	PPAY & ADD TO INVOI	CE		Net 30
Entered By				Salesperson	Ordered By	Resa	ale Number
Chris Degioanni				Chris Degioanni - LA			
Order	Open	Tax		Item Number / Description			Extended
Quantity	Quantity	1 4421		rem Number / Description			Price
8	8	Y	MR6MC-l	MR6MC-BW Delivery Info: 557763			0.00
			CODE 3	MULTI DIRECTIONAL LE			
				Warehouse: LO	SA Vin #:		
			To be mount	ed forward facing in the bumper ar	nd to be used as scene lights		

Q 020022025	* ***********************************					
8	8	Y	MR6MC-BW	Delivery Info: 557763	0.0000	0.00
			CODE 3 MULTI DIREC	TIONAL LED LIGHT HOOD OR FLUSI		
			Wa	rehouse: LOSA Vin #:		
				n the bumper and to be used as scene lights		
o	8	37	when takedowns are used on the	e	0.0000	0.00
8	8	Y	Z3SXP-1	Delivery Info: 557763	0.0000	0.00
				ERIAL INTERFACE PBCH W BNSHE		
	0	.,		rehouse: LOSA Vin #:	0.000	0.00
8	8	Y	Z3S-OBD-PIU-G	Delivery Info: 557763	0.0000	0.00
				ULE/GW MOD HARNESS 16+ PIU		
			· · ·	rehouse: LOSA Vin #:		
16	16	Y	C3900L	Delivery Info: 557763	0.0000	0.00
			CODE Slimline speaker v			
				rehouse: LOSA Vin #:		
			Mounted on Push Bumper			
8	8	Y	SWITCHNODE	Delivery Info: 557763	0.0000	0.00
			CODE 3 SWITCHNODE			
				rehouse: LOSA Vin #:		
			Mounted forward of the Firewal			
8	8	Y	ADJBKT011-B	Delivery Info: 557763	0.0000	0.00
			CODE 3 HOOK KIT 202			
			Wa	rehouse: LOSA Vin #:		

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Page No.	4

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	374798-Н		
Customer No.	SANTAFESPR		

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670 Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade

Contact: Edward Andrade **Telephone:** 562-868-0511

Order Date

E-mail: edandrade@santafesprings.org Ship Via

Telephone: 562-868-0511

E-mail: edandrade@santafesprings.org **Customer PO Number Payment Method**

Ship To

03/16/21	GROUN	ND SH	IPMENT	PPAY & ADD TO INVOI			Vet 30	
	ntered By			Salesperson	Ordered By	Resal	e Number	
Chr	is Degioann	i	(Chris Degioanni - LA				
Order Quantity	Open Quantity	Tax		Item Number / De	scription	Unit Price	Extended Price	
8	8	Y	27-30483-	CM I	Delivery Info: 557763	0.0000	0.00	
			CODE3 L	IGHTBAR DUAL COLOR	MATRIX			
				Warehouse: LOS	SA Vin #:			
8	8	Y	42-3PRBA	A-CM	Delivery Info: 557763	0.0000	0.00	
			CODE3 C	ITADEL,EZ 2T,MNT,PIU2	0,RBA,MATRIX			
				Warehouse: LOS	SA Vin #:			
8	8	Y	MR6MC-l	RW I	Delivery Info: 557763	0.0000	0.00	
			CODE 3 N	AR6 multicolor LED RED/V	VHITE			
				Warehouse: LOS	SA Vin #:			
			Mounted Ve	rtically on Push Bumper Side Brack	ket, White used with Take			
0	0	3.7	Downs	NV	N 1: T C 557762	0.0000	0.00	
8	8	Y		MR6MC-BW Delivery Info: 557763 0.0000 0.0 ODE 3 MULTI DIRECTIONAL LED LIGHT HOOD OR FLUSI				
			CODE 3					
			M 4 V -	Warehouse: LOS				
			Downs Downs	rtically on Push Bumper Side Brack	kei, white used with Take			
16	16	Y	MR6MC-I	RB I	Delivery Info: 557763	0.0000	0.00	
			CODE 3 N	MR6 MULTI-COLOR LIGH	T RED/BLUE			
				Warehouse: LOS	SA Vin #:			
			Cargo Windo	OW				
16	16	Y	XT6LBK7	Γ Ι	Delivery Info: 557763	0.0000	0.00	
			CODE 3 X	T SERIES MOUNTING B	RACKET			
				Warehouse: LOS	SA Vin #:			
			Cargo Windo	DW .				

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Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	5

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD **GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	374798-Н	
Customer No.	SANTAFESPR	

Ship To

Bill To

Santa Fe Springs **Public Works** 11710 Telegraph Road Santa Fe Springs, CA 90670 Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade

Telephone: 562-868-0511

Contact: Edward Andrade **Telephone:** 562-868-0511

E-mail: edandrade@santafesprings.org

E-mail: edandrade@santafesprings.org Order Date Ship Via F.O.B. **Customer PO Number Payment Method** 03/16/21 **GROUND SHIPMENT** PPAY & ADD TO INVOICE Net 30

Entered By Ordered By Salesperson **Resale Number**

Chı	ris Degioann	i	Chris Degioanni - LA			
Order Quantity	Open Quantity	Tax	Item Number / De	scription	Unit Price	Extended Price
16	16	Y	W6BR	Delivery Info: 557763	0.0000	0.00
			CODE 3 HIDE-A-LED W600 VERTI	CAL FLANGE MNT, 9FT		
			Warehouse: LO	SA Vin #:		
			Taillight			
16	16	Y	M180SMC-RB	Delivery Info: 557763	0.0000	0.00
			CODE 3 M180 LIGHT HEAD RED/E	BLUE		
			Warehouse: LO	SA Vin #:		
			Under Mirror			
16	16	Y	BSM-BKT-PIU20	Delivery Info: 557763	0.0000	0.00
			CODE 3 BELOW SIDE MIRROR M	ГG PIU 2020		
			Warehouse: LO	SA Vin #:		
8	8	Y	ULTMCRA I	Delivery Info: 557763	0.0000	0.00
			CODE 3 MEGA THIN MC RED/AM			
			Warehouse: LO	SA Vin #:		
			Rear Hatch Jam			
8	8	Y		Delivery Info: 557763	0.0000	0.00
			CODE 3 12 LED THIN MNT, DUAL			
			Warehouse: LO	SA Vin #:		
			Rear Hatch Jam			
8	8	Y		Delivery Info: 557763	0.0000	0.00
			CODE 3 M180 SURFACE WHITE			
			Warehouse: LO	SA Vin #:		
			Mount near trailer hitch			

Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	6

Payment Method

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	374798-Н	
Customer No.	SANTAFESPR	

Ship To

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Order Date

Ship Via

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Customer PO Number

Contact: Edward AndradeContact: Edward AndradeTelephone: 562-868-0511Telephone: 562-868-0511

F.O.B.

03/16/21	GROUN	ID SHI				Net 30	
	ntered By		Salesperson	Ordered By	Resal	e Number	
Chr	is Degioann	i	Chris Degioanni - LA				
Order Quantity	Open Quantity	Tax	Item Number / De	Item Number / Description		Extended Price	
8	8	Y	SS0008	Delivery Info: 557968	0.0000	0.00	
			PG SAFESTOP H/W SIL/SUB/TA	H/EXP/VAN			
			Warehouse: LOS	SA Vin #:			
8	8	Y	CB-150A	Delivery Info: TRANS/MT	0.0000	0.00	
			BI MANUAL RESET CIRCUIT BRE	AKER 150A			
			Warehouse: LOS	SA Vin #:			
8	8	Y	6001-3001B		0.0000	0.00	
			CE TH Series Time Delay Relay, 200	A			
			Warehouse: LOS	SA Vin #:			
			REPLACED 6001CE				
8	8	Y		Delivery Info: ON HAND	0.0000	0.00	
			BLUE SEA 12-CIRCUIT ST BLADE				
			Warehouse: LOS				
8	8	Y		Delivery Info: 557217	0.0000	0.00	
			BLUE SEA FUSE BLOCK ST BLAD				
			Warehouse: LOS				
8	8	Y		Delivery Info: 557763	0.0000	0.00	
			CODE 3 400 SERIES COMPARTME				
			Warehouse: LOS	SA Vin #:			
			Rear Hatch				

Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	7

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	374798-Н		
Customer No.	SANTAFESPR		

Bill To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670 Ship To

Santa Fe Springs Public Works 11710 Telegraph Road Santa Fe Springs, CA 90670

Contact: Edward Andrade **Telephone:** 562-868-0511 **Contact:** Edward Andrade **Telephone:** 562-868-0511

E-mail: edandrade@santafesprings.org							
Order Date	9	Ship Via		F.O.B.	Customer PO Numb	er Paym	ent Method
03/16/21	GROUN	ND SHI	PMENT	MENT PPAY & ADD TO INVOICE			Net 30
	Intered By			Salesperson	n Ordered By Resale Nu		le Number
Chi	ris Degioann	i	C	Chris Degioanni - LA			
Order Quantity	Open Quantity	Tax		Item Number / Description		Unit Price	Extended Price
8	8	N	LOOM, WIR ******** INSTALL	TALLATION SUPPLIES I Warehouse: LO E, HARDWARE, CONNECTORS ************************************	SA Vin #: 5, ETC *********	2,500.0000	1,000.00

Print Date	04/23/21
Print Time	05:28:37 PM
Page No.	8

Amount Shipped	0.00
Open Order	95,000.00

Freight	2,400.00
9.500 % Sales Tax	7,125.00
	•
Order Total	104,525.00

95,000.00

Subtotal



Agenda Report

City Council

Date: March 23, 2021

To: Brian Saeki, City Manager

From: Kyle Cason, Director of Public Works

Jay Nossett, Fleet Manager

Subject: Police Patrol Vehicle Emergency Equipment Installation

RECOMMENDATION

Authorize the purchase and installation of emergency equipment for six police patrol vehicles from Dana Safety Supply, Canoga Park, CA, for \$76,153.

BACKGROUND

The process for replacing police patrol vehicles is to first purchase the vehicle chassis, then install all necessary emergency equipment. Six police patrol vehicles were approved for replacement in FY 2020-21 and \$390,000 has been budgeted for this purpose.

DISCUSSION

The purchase of six Ford Police Utility Hybrid Interceptors was approved on August 13, 2020 (purchase order #21000039) at a total cost of \$261,987 (six vehicles at \$43,665 each). The vehicles were ordered and arrived recently.

A notice inviting bids was sent to three local vendors, advertised on the City of Whittier website, and published twice in the Whittier Daily News. The bid opening date was March 9, 2021, and one response was submitted. Results are below and prices include tax.

Dana Safety Supply \$76,158 (\$12,693 each)

The total cost to purchase and outfit each vehicle, minus the Mobile Data Computing (MDC) equipment previously presented to Council, is estimated at \$56,357.

Vehicles will take an estimated 45 days to complete after receipt of the purchase order and the vendor has been notified of the City's intention to pay tax directly to the state.

FISCAL IMPACT

There are sufficient funds in the Mobile Equipment Replacement Fund's Police Vehicle account (750-30-361-000 745863) to fund this purchase.

STRATEGIC PLANNING GOAL

Goal 1: Provide for Public Safety

Goal 3: Maintain & Enhance Quality of Life

ATTACHMENTS

A. Bid Form

B. Notice Inviting Bids

City Council Meeting

May 4, 2021

NEW BUSINESS

Amendment Number One to the Professional Services Agreement with the consulting firm MIG to add a sub-consultant for the preparation of an Economic Development Element.

RECOMMENDATIONS

- Approve Amendment Number One to the Professional Services Agreement with the consultant firm MIG, to add a sub-consultant for the preparation of an Economic Development Element.
- Authorize the Mayor or designee to execute Amendment Number One.

BACKGROUND

At the City Council Meeting of February 13, 2020, the City Council voted unanimously to award a contract to the consultant firm MIG to complete a Comprehensive General Plan and Targeted Zoning Code Update. The original contract with MIG was executed on March 12, 2020. With the goal of completing the General Plan Update by Fall of 2021, staff and MIG immediately went to work on the City's first Comprehensive General Plan Update since 1993.

The General Plan update is now well underway and community engagement has played a critical role. Thus far, MIG and City staff have:

- Created a dedicated General Plan Update website: https://reimaginesantafesprings.org/
- Conducted over two dozen stakeholder interviews, including interviews with the then councilmembers
- Assembled a General Plan Advisory Group and held five meetings
- Conducted a City-Wide Community Survey
- Held three Virtual Community Workshops
- Held a joint City Council & Planning Commission Study Session
- Created numerous social media posts

These various outreach efforts have assisted the General Plan Update team in drafting an Existing Conditions Technical Report, General Plan Vision and Guiding Principles, and a Preferred Land Use Plan. The GP Team is currently working on completing the draft environmental documents, the text for the individual elements, and the draft goals and policies for each element.

In reviewing the expenditures to date, and also considering the remaining tasks at hand, the General Plan Update team recently discovered a potential surplus of approximately \$44,500. The team agreed that the best use of the budget savings would be towards the preparation of an Economic Development Element. While the General Plan lays the foundation for the long-term growth and development of Santa Fe

Report Submitted By: Cuong Nguyen, Senior Planner Date of Report: April 29, 2021

Wayne Morrell, Director of Planning

Spring's economy, an Economic Development Element could provide the central organization unit to establish the goals and policies focused specifically on economic development.

Economic Development Element (EDE) Overview

An EDE is one of several optional elements for a General Plan. An EDE is not static and thus requires periodic review and updating to ensure that it will meet future economic conditions. An EDE has a long-term focus and provides goals, policies, and implementation measures that are intended to stand the test of time. As part of the scope of work, the team is also requesting that an economic development strategy be included to provide the short-term action plan, and to identify the projects, programs, and investments intended to achieve short and mid-term objectives in furtherance of long-term goals.

Purpose of EDE

An EDE is a policy document that contains recommendations for future actions and initiatives. The EDE examines the current and future market trends and identifies strategies that are critical to the future financial success of the local economy- its businesses and residents. For example, an EDE could help expand the local economy through improved job training and skills development, increasing the number of above-average paying jobs, expanding job opportunities across all skill and education levels, expanding and diversifying the local tax base, and the attraction, retention or expansion of businesses. Additionally, an EDE could also be used to help establish or create a recognizable brand/image for a City to identify itself. The EDE will be grounded with the development of a 5-Year Implementation Plan that will contain short-, mid- and long-term goals and objectives with performance measures.

Request for Proposals (RFP)

On March 2, 2021, the Planning staff solicited an RFP from qualified consulting firms (Consultant) to create a new Economic Development Element (EDE) that will be completed in coordination with the presently ongoing Comprehensive General Plan and Targeted Zoning Code Update. Although the City issued the RFP, the selected Consultant will be a sub-consultant to MIG, the lead consultant firm responsible for the completion of the Comprehensive General Plan and Targeted Zoning Code Update.

The consultant selected to prepare the EDE will become a member of the MIG team and, therefore, will execute a service agreement with MIG. The subject amendment (Amendment Number One to the Professional Services Agreement with MIG) is needed to recognize and add a sub-consultant and also include the scope of work related to the preparation of an Economic Development Element.

A total of five (5) proposal were received by the March 30, 2021 deadline. The proposal received were by the Natelson Dale Group, RSG, Stanley Hoffman & Associates, Tierra West, and EPS. A four-member evaluation team consisting of two staff planners, a planning consultant, and an economic development consultant reviewed each proposal based on the following criteria: Experience and Capability of Firm, Project Team, Project Understanding and Approach, Pricing, and Timing.

Report Submitted By: Cuong Nguyen, Senior Planner Date of Report: April 29, 2021 Wayne Morrell, Director of Planning

The evaluation team consisted of Wayne Morrell (Director of Planning), Cuong Nguyen (Senior Planner), Laurel Reimer (Planning Consultant), and Jack Wong (Economic Development Consultant). Upon evaluating the proposals, the evaluation team recommends selecting the Natelson Dale Group, as the top ranked firm with the highest overall average score.

A summary of the evaluation teams rankings of the proposals received is provide as an attachment. As shown, Natelson Dale Group was the top ranked firm when compared to the other proposals received. The proposals submitted to the City and the evaluation score sheets are on file with the Planning Department.

FISCAL IMPACT

The original Proposal from MIG was approved in the amount not to exceed \$1,294,510 for both the Comprehensive General Plan and Targeted Zoning Code Update. It should be noted that roughly 43% (or \$558,670) is funded through a total of three separate grants.

Amendment Number One, to add a sub-consultant for the preparation of an Economic Development Element, will be accomplished within the original budget and will not have any fiscal impact on the City's General Fund. As mentioned previously, upon recent review of the overall budget for the Comprehensive General Plan and Targeted Zoning Code Update, the General Plan Update team discovered a potential surplus of approximately \$44,500. If the City Council supports staff recommendation to select Natelson Dale Group, no fiscal impact is expected as the proposal received by Natelson Dale Group identifies a not to exceed amount of \$39,000 and thus can be absorbed by the original contract amount for the Comprehensive General Plan and Targeted Zoning Code Update.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed amendment to the existing Professional Services Agreement with MIG to add a sub-consultant for the preparation of an Economic Development Element.

Raymond R. Cruz City Manager

Attachment(s):

- 1. City's Request For Proposals (RFP)
- 2. Summary of Evaluation Team Rankings
- 3. Amendment Number One to Existing PSA with MIG
 - Exhibit A Proposal Natelson Dale Group, Inc.



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

"A great place to live, work, and play"

March 3, 2021

To: Consultant Firms

Fr: Wayne Morrell, Director of Planning

Re: RFP to Develop an Economic Development Element Proposals are due by: <u>5:00pm on March 30, 2021</u>

The City of Santa Fe Springs invites your proposal to complete the City's first Economic Development Element (EDE)! We are very excited of the prospects of having an EDE from which to guide the future development and regeneration of the City's commercial and residential districts.

The City is currently completing a Comprehensive General Plan Update and a Targeted Zoning Code Update. We desire that the EDE be completed in close coordination with the General Plan and Zoning Code update, which is tentatively scheduled for adoption in late 2021. The consultant to complete the EDE will be selected by the City but will be a subconsultant on the lead planning firm's team. The lead planning firm is MIG.

I invite you to review the attached RFP and should you have any questions, please submit them to Mr. Cuong H. Nguyen, Senior Planner, at cuongnguyen@santafesprings.org.

Sincerely,

Wayne Morrell

Director of Planning

Request for Proposals

Economic Development Element For the City of Santa Fe Springs

Background

The City of Santa Fe Springs is requesting Proposals to create a new Economic Development Element (EDE). The EDE shall be completed in coordination with the presently ongoing Comprehensive General Plan and Targeted Zoning Code Update.

The General Plan and Zoning Code Update are being conducted by MIG. Although the City is issuing this RFP for EDE services, the selected consultant will be a sub-consultant to MIG, the lead consultant firm responsible for the completion of the General Plan and Targeted Zoning Code Update. The consultant selected to prepare the EDE will become a member of the MIG team and, therefore, will execute a services agreement with MIG.

A draft Market Demand Study is being prepared by a recognized real estate land economist company and will be provided for your review upon request. It is anticipated that this document (see attached) will help govern the development of the EDE; however, this company will not be submitting a proposal for the preparation of the EDE. Other data sources include documents related to the current General Plan update and are available for review from MIG. Should you require specific information and data resources, please contact - Mr. Cuong Nguyen, Senior Planner, at CuongNguyen@santafesprings.org.

Release RFP	March 2, 2021
Written Questions Submittal Deadline	3:00 p.m., March 11, 2021
City Responses	As Received
Proposal Submittal Deadline	5:00 p.m., March 30, 2021
Proposal Review Period	March 31, 2021 – April 8, 2021
Award Contract	April 20, 2021

SCOPE OF WORK

Review of Background Materials.

- Research, review and evaluate relevant documents, data sources, and literature, such as but not limited to existing demographic and socioeconomic data, labor force characteristics, sales tax revenue, and other key economic data.
- Use latest draft Market Demand Study from which to develop core understanding of market conditions.
- Update key demographic trends and forecasts, social factors, economic factors, and financial indicators.

Develop Goals and Strategy.

• Establish economic development strategy, goals, and objectives, which include significant milestones and are specific, measurable, attainable, relevant, and time-bound.

Implementation Action Plan and Tactics

• Develop recommended activities, projects, and programs to implement goals and objectives.

Outreach to Business and Development Community.

- Conduct stakeholder interviews and focus group meetings with key representatives of the business and development community.
- Identify the most critical issues affecting the City's business friendliness and competitiveness with <u>surrounding cities</u> (i.e. municipal policies, strategies, incentives, and programs), and <u>surrounding industry clusters</u> (i.e. shopping centers, industrial and commercial nodes, etc.).
- Attend at least one (1) at-large community workshops, one to two (1-2) GPAG meetings, and ten (10) one-on-one private interviews with community stakeholders, City officials and staff. The community workshop may be substituted for additional stakeholder or focus group meetings, with City pre-approval. Meetings with City staff to coordinate and discuss the project (i.e., management meetings) are exclusive of the aforementioned meetings. Consultant shall include 2 meetings with the Planning Commission and/or City Council to present the final draft of the EDE and Implementation Plan.

Target Industry Analysis.

- Build on the Kosmont Market Study and conduct a detailed industry-by-industry analysis (using EMSI Data) of employment growth trends for Santa Fe Springs and the surrounding economic region. This detailed analysis would serve as a basis for refining the City's business retention/expansion/attraction targets.
- Develop initiatives, actions, and strategies that addresses business retention, expansion, and attraction of small, medium, and large businesses, workforce development, and promote the overall economic growth and prosperity of the City, businesses, and residents.

- Develop strategies that assists and supports new business start-ups
- Develop strategies that promote the importance of shopping locally

Preliminary EDE Outline.

- Based on the above steps, consultant will prepare a preliminary outline of the issues and
 policy categories to be addressed in the EDE. This information will be presented in a
 succinct matrix format to facilitate review by and input from City staff.
- Consultant will prepare a SWOT analysis and include it in a technical memorandum

Draft and Final EDE.

- Consultant will prepare a draft and final EDE documents that define broad policy direction for the City's economic development efforts. The EDE should include the following components:
 - A summary of the most critical economic issues and opportunities emerging from the General Plan Update research and stakeholder outreach.
 - Policy framework to facilitate development and reuse of key opportunity sites (e.g., underutilized properties proximate to transportation corridors).
 - Recommended business attraction goals (i.e., targeted land uses and tenant types).
 - o Policies related to retention and expansion of existing firms.
 - Policies related to assisting small business start-ups
 - o Policies to enhance the City's overall business friendliness and competitiveness.

Implementation Strategy.

This is a stand-alone document from the General Plan element, which provides a detailed action plan for a period up to 5-year implementation period. As such, it would have a shorter-term focus and provide more detail than is typically included in a General Plan element.

- Timeframe to be broken into near term (first year), mid-term (2nd-3rd Year), and/or long term (4th-5th Year).
- Action Steps with identification of responsible city department/division and potential budget costs
- Separate section discussing potential revenue sources, such as, but not limited to, special districts, grants, and other revenue sources.

Project Schedule and Budget.

- Consultant shall identify the anticipated time frame, with major milestones, and associated budget costs for each task and sub-task, with the hourly rates for each position clearly identified.
- Consultant shall coordinate work activities to align with General Plan process and adoption date.
- Develop and provide performance metrics with timelines that can be used to evaluate whether, and to what extent, plan goals and objectives have been or are being met.

Deliverables.

Final deliverables should be in 8 ½"x11" format that is easy to reproduce and easy to edit.

- Preliminary and Final Drafts of EDE in Microsoft Word and Adobe PDF.
- Preliminary and Final Drafts of Implementation Plan
- 10 color copies of bound Final EDE and Implementation Plan

Submission Requirements.

Consultant shall provide the following information in the Proposal:

- Introductory Cover Letter
- Professional Experience, Key Personnel, Resumes/Biographies, Sub-Contractors
- Scope of Work and Methodology
- Project Schedule and Budget (not-to-exceed cost)
- References: three professional references and contact information
- Sample of Work: one to two samples of either an Economic Development Element and/or Economic Development Strategic Plan

Approval Process.

City of Santa Fe Springs will evaluate submitted Proposals and select a consultant firm. Interviews may or may not be required due to the abbreviated solicitation period. City staff anticipates amending the contract with MIG to include the EDE scope of work at the April 20 City Council meeting.

Questions.

Please direct all questions to Mr. Cuong Nguyen, Senior Planner, at <u>CuongNguyen@santafesprings.org</u>. All questions must be in writing and City responses shall be posted on its website as the questions are received.

Proposal Submittal.

Proposals will be accepted electronically no later than 5:00 p.m., March 30, 2021. No other forms of submittal will be accepted. Send to WayneMorrell@santafesprings.org.

		Natelson	Dale Grou	ıp		F	RSG		Star	ley Hoffm	an & Ass	ociates		Tierra We	st Adviso	rs		E	PS	
Evaluation Criteria	Rater #1	Rater #2	Rater #3	Rater #4	Rater #1	Rater #2	Rater #3	Rater #4	Rater #1	Rater #2	Rater #3	Rater #4	Rater #1	Rater #2	Rater #3	Rater #4	Rater #1	Rater #2	Rater #3	Rater #4
Experience and Capability of Firm	30	30	30	30	29	28	30	30	30	28	30	30	25	26	28	25	27	30	29	30
Project Team	24	25	24	24	22	23	22	23	24	22	23	22	22	21	22	21	23	25	23	24
Project Understanding and Approach	17	20	18	18	16	18	18	18	20	18	19	19	14	16	17	17	14	20	18	18
Pricing	15	15	15	15	4	5	6	9	14	14	14	12	5	7	8	8	13	13	13	14
Timing	9	9	9	10	8	7	8	9	10	10	10	10	7	5	7	8	8	7	8	9
Subtotal Scores:	95	99	96	97	79	81	84	89	98	92	96	93	73	75	82	79	85	95	91	95
Average Score:		9	6.75			8	3.25			9	4.75			7	7.25			9	1.5	
Price:		\$3	9,000			\$9	7,690		\$44,9	10 + \$3,95	60 (in-perso	on mtgs)		\$88	3,190			\$4	7,500	

CITY OF SANTA FE SPRINGS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT WITH MIG, INC.

This Amendment Number One ("Amendment") is made and entered into this 4th day of May, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and MIG, INC., a California corporation ("Consultant").

WHEREAS, on February 13, 2020, the City and Consultant entered into the Professional Services Agreement for the City's General Plan and Targeted Zoning Code Update ("Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to include an Economic Development Element in the General Plan Update.

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

- 1. Section 1.1 of the Agreement is amended to include the services set forth in Exhibit "A" to this Amendment.
- 2. Section 2.1 of the Agreement is amended to include compensation for the services set forth in Exhibit A, to be billed in accordance with the Cost Proposal in Exhibit A in an amount not to exceed \$39,000.
- 3. Pursuant to Section 6.7 of the Agreement, the City consents to Consultant subcontracting with the Natelson Dale Group, Inc. (TNDG) for the performance of the services set forth in Exhibit A. The agreement between Consultant and TNDG shall include the same insurance and indemnity requirements as set forth in the Agreement protecting the City as an additional insured and indemnitee.
- 4. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS	MIG, INC.	
John M. Mora, Mayor	 [Name and Title]	
Date:	Date:	
APPROVED AS TO FORM:		
Ivy M. Tsai, City Attorney		

ATTEST:	
Janet Martinez, City Clerk	

EXHIBIT A

Exhibit A



PROPOSAL FOR PROFESSIONAL SERVICES

General Plan Economic Development Element for City of Santa Fe Springs



Submitted to:

City of Santa Fe Springs

SUBMITTED BY:



THE NATELSON DALE GROUP, INC.

YORBA LINDA, CA • www.natelsondale.com O: 714.692.9596 • F: 714.692.9597

March 30, 2021

(Revised April 20, 2021 in response to City's questions)

Table of Contents

1.	COVER LETTER	1
	ORGANIZATION OF THE FIRM	
	PROFESSIONAL EXPERIENCE	
	RESUMES OF KEY PERSONNEL	
5.	SCOPE OF WORK AND METHODOLOGY	14
6.	PROJECT SCHEDULE AND BUDGET	19
7.	REFERENCES	21
APP	FNDIX A – LINKS TO SAMPLE WORK PRODUCTS	22

1. COVER LETTER

The Natelson Dale Group, Inc.
P.O. Box 489
Yorba Linda, CA 92885
(714) 692-9596 phone / (714) 692-9597 fax
E-mail: dale@natelsondale.com

www.natelsondale.com

March 30, 2021 #7550

Wayne Morrell
Director of Planning
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90760-3679

Re: Proposal to prepare Economic Development Element for Santa Fe Springs General Plan

Dear Mr. Morrell:

In response to your request, **The Natelson Dale Group, Inc. (TNDG)** is extremely pleased to submit this proposal to prepare an Economic Development Element for the City of Santa Fe Springs General Plan Update. TNDG is a national economic development and real estate consulting firm established in southern California in 1974. Our practice focuses largely on the planning and implementation of business retention/expansion/attraction and entrepreneurial development programs. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials. In this regard, we have a strong understanding both of local real estate markets and of the larger regional economic trends that drive demand for commercial and industrial land use.

We are highly familiar with economic development conditions in the Gateway Cities subregion of Los Angeles County, having completed previous assignments in Bell Gardens, Cerritos, Commerce, Compton, Huntington Park, Lakewood, Long Beach, Norwalk, South Gate, Pico Rivera and Whittier.

TNDG is a "boutique" firm not only in terms of size but also in terms of philosophy and approach. In this regard, the firm's principal personally manages every contract and maintains primary

contact with the client. As our references will attest, exceptional responsiveness to the unique needs of each client is a hallmark of our approach.

In addition to our long track record in strategic planning and related technical analysis, TNDG also maintains an active role in supporting California's economic development community and advancing best practices within the profession. In this regard, the firm recently took the lead on behalf of the California Association for Local Economic Development (CALED) and the California Academy for Economic Development (CAED) on the implementation of a California-specific training and certification program for economic development professionals (the recently launched "ACE" program).

We very much appreciate your consideration of our team and sincerely hope we have the opportunity to support the City's General Plan update process.

Respectfully submitted,

THE NATELSON DALE GROUP, INC.

Roger Dale

Managing Principal

2. ORGANIZATION OF THE FIRM

	The Natelson Dale Group, Inc.				
	Company Profile				
Services Provided	Economic development strategic plans				
	Target industry studies				
	Workforce development analysis				
	Real estate market projections				
	Development feasibility studies				
	Downtown/corridor revitalization programs				
	Fiscal impact analysis				
	Infrastructure financing plans				
	Regional economic forecasting				
Years in Business	46				
Organization Type	California corporation				
Office Locations	Orange County, CA				
	Phoenix, AZ				
Professional Staff	5				
Professional	California Association for Local Economic Development (CALED)				
Affiliations	International Economic Development Council (IEDC)				
Website	www.natelsondale.com				

3. PROFESSIONAL EXPERIENCE

An abbreviated listing of TNDG's relevant project experience is provided below, followed by more detailed descriptions of selected assignments. *Web links to sample work products are provided in Appendix A*.

General Plan Economic Studies	
City of Agoura Hills	City of Malibu
City of Alhambra	City of Monterey Park
City of Calabasas	City of Ontario
City of Beaumont	City of Port Hueneme
City of California City	City of Redondo Beach
City of Chino	City of Rialto
City of Costa Mesa	City of San Bernardino
City of Fontana	City of San Clemente
City of Garden Grove	City of Santa Monica
City of La Quinta	City of Santa Paula
City of Los Angeles	City of Solvang

Economic Development Strategic Plans				
Counties	Cities			
Guilford County (North Carolina)	Anaheim			
Kern County	Antioch			
Larimer County (Colorado)	Bakersfield			
Los Angeles (San Gabriel Valley subregion)	Beaumont			
Osceola County (Florida)	Burbank			
San Bernardino	Camarillo			
San Diego (South County Subregion)	Coachella			
San Joaquin County	Compton			
San Luis Obispo (San Miguel and Shandon	Coronado			
subareas)	Escondido			
Ventura County	Fresno			
Yuma County (Arizona)	Garland (Texas)			
<u>Indian Tribes</u>	Kyle (Texas)			
Agua Caliente (Palm Springs)	Los Angeles			
Cahuilla (Riverside County)	Menifee			
Yavapi-Apache (Arizona)	Ontario			
	Palm Desert			
	San Francisco			
	Simi Valley			
	Stockton			
	Ventura			
	Vista			
<u>Larger Regions</u>				
Hampton Roads (Virginia) Region (5 counties and 9 independent cities)				

Tri-cities Area of Northeast Tennessee/Southwest Virginia

Downtown/Corridor Revitalization Programs (economic feasibility and implementation strategies)				
Huntington Beach Downtown Specific Plan	Downtown Pomona Specific Plan			
Huntington Park Downtown Specific Plan	Route 66 Specific Plan (Glendora)			
East Colorado Blvd. Specific Plan (Pasadena)	Smoky Hollow Specific Plan (El Segundo)			
Downtown/Corridors Specific Plan (Fullerton)	Business District Specific Plan (Big Bear Lake)			
Santa Maria Downtown Specific Plan	San Dimas Downtown Specific Plan			
Garvey Avenue Specific Plan (Rosemead)	Thousand Oaks Boulevard Specific Plan			
Azusa Station Area Specific Plans	Foothill Boulevard Specific Plan (Rialto)			
Covina Town Center Specific Plan	Foothill Boulevard Plan (Claremont)			

Economic Development Strategic Plans:

<u>Beaumont, California: Economic Development Strategic Plan (2019).</u> TNDG has just completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/ industrial real estate market forecast, for the City of Beaumont. The Plan focuses on leveraging the City's strategic location in the eastern Inland Empire, available land resources, skilled resident workforce, and quality-of-life amenities.

Menifee, California: Comprehensive Economic Development Strategy (2019). TNDG has just completed a Comprehensive Economic Development Strategy (CEDS) for the City of Menifee. The six-month planning process included a detailed analysis of the community's economic development assets and opportunities, as well as its current deficiencies and challenges. The background analyses included a target industry study focused on defining potential growth opportunities within the larger Riverside County/San Diego County economy. Given Menifee's large population of out-commuting high-skilled workers, the industry cluster analysis emphasized potential connections to regional high-tech sectors.

<u>Camarillo</u>, <u>California</u>: <u>Economic Development Strategic Plan</u> (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/ industrial real estate market forecast, for the City of Camarillo. The Plan focuses on improving the City's business/development friendliness, maintaining the strength of the City's retail shopping districts, leveraging the emerging cluster of technology start-ups in Ventura County, and pursuing placemaking investments as part of a larger focus on economic vitality.

Palm Desert, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Palm Desert. The Plan focuses on leveraging the City's strategic location within the Coachella Valley and its well-established reputation as a center for tourism, retail trade, and higher education. The implementation plan includes a business incubator/accelerator focused the Valley's emerging technology cluster.

San Bernardino, California: Comprehensive Economic Development Strategy (CEDS) for IVDA/SBIAA (2018). TNDG completed a five-year CEDS for the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) in 2018. This process included a series of meetings with the CEDS Committee, as well as direct coordination with five constituent jurisdictions (four cities and Indian tribe) to update strategic priorities and candidate infrastructure projects. The economic and

workforce development initiatives include a focus on high-technology sectors related to the region's aviation and logistics clusters.

<u>Ventura County, California: Economic Vitality Strategic Plan (2017).</u> TNDG completed a comprehensive Economic Vitality Strategic Plan for the County of Ventura. The year-long effort included the following components: an extensive analysis of the current state of the Ventura County economy; an innovative Economic Impact Analysis that gathers and analyzes relevant data sets to quantify the impact of County governmental operations on the local economy; a detailed industry cluster analysis; and extensive stakeholder outreach. Consistent with longstanding community values, the Plan focuses on advancing economic vitality while carefully protecting the region's amenity-rich, high quality of life environment.

Hampton Roads, Virginia: Strategic Plan for Virginia's "Growth Opportunities" Program (2017). TNDG served as a subcontractor to Old Dominion University on the preparation of a strategic economic plan addressing challenges among the communities in the Hampton Roads region of Virginia. Blessed by the nation's largest natural deep water port and host to the world's biggest naval base, the Hampton Roads region has nonetheless struggled to recover from decreases in federal procurement spending and curtailed defense spending associated with the Budget Control Act of 2012. The GO Virginia program was created by the Virginia legislature to encourage cross-jurisdictional cooperation to create sustainable regional economic growth.

Larimer County (Fort Collins), Colorado: Economic Development Asset Assessment (2016). TNDG completed a comprehensive assessment of the public, private and institutional "assets" that influence Larimer County's economic development potentials. The assessment is intended to identify existing strengths that can be better leveraged as well as existing gaps in infrastructure and service provision that warrant future investment by the County. The assessment will provide the framework for a long-range economic development vision and strategy for the County.

Kyle, Texas: Economic Development Strategic Plan (2015). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis, for the City of Kyle. The Plan focuses on leveraging the City's strategic location along I-35 between Austin and San Antonio. A key theme of the Plan is to position the City as a destination for regional visitors and higher-value economic activities. The Plan provides a framework for re-organizing the City's Economic Development Tourism Board, and for reassessing the City's partnerships with several regional economic development organizations.

Stockton, California: Economic Development Strategic Plan (2015). The TNDG team completed a detailed Economic Development Strategic Plan for the City of Stockton, California. The Plan provides a comprehensive blueprint for the City's economic development programming as part of an overall restructuring of the municipal government. The planning process included extensive interaction with a range of public and private partner organizations that will have critical roles in implementing the strategy. Given the City's across-the-board efforts to reposition itself economically, the Plan encompasses a broad range of topics including infrastructure, economic incentives, development streamlining, neighborhood revitalization, visitor amenities, retail tenant recruitment, target industry attraction and entrepreneurial development.

<u>Yuma County, Arizona: Manufacturing Development Strategy (2015).</u> The TNDG team prepared a strategic plan for Yuma County for the Investing in Manufacturing Communities Partnership (IMCP) program. The planning process involved extensive coordination with the County, four cities (three in

Arizona and one in Mexico), two universities, a community college, the county-level Workforce Investment Board, and various private organizations involved in county-level economic development (Economic Development Corporation, Manufacturers Association, and Chamber of Commerce).

Garland, Texas: Target Industry Strategy (2014). TNDG participated in the preparation of this strategic plan (led by the University of North Texas), which included a target industry analysis, competitive assessment of Garland with respect to other Dallas-area communities, assessment of the current manufacturing base in the city and the challenges faced by employers and real estate developers, and community development issues. Although the Plan focused on strategies for target industries, TNDG integrated these with relevant community and workforce-development strategies.

Escondido, California: Economic Development Master Plan (2013, updated 2018). TNDG completed a Market Opportunities Analysis and Economic Development Master Plan for the City of Escondido. The Plan was completed in tandem with a regional Comprehensive Economic Development Strategy (CEDS) for the North San Diego County region. TNDG's work included an in-depth demographic analysis, an assessment of economic/ market opportunities, a target industry/cluster analysis, as well as a focus on revitalization of key commercial areas in the City.

Osceola County (Greater Orlando), Florida: Economic Diversification Strategy (2012). Osceola County is adjacent to Orlando, Florida and experienced significant disinvestment in the early 2000's due to older visitor amenities (hotels, motels, amusement facilities, etc.) not keeping pace with competitive facilities in Orlando. TNDG's strategy focused on identifying potential industries (in addition to tourism) that can provide the basis for diversifying and revitalizing the local economy.

Yuma County, Arizona: Workforce and Economic Development Summit (2001, repeated 2011). TNDG facilitated a Workforce and Economic Development Summit for Yuma County. The consultants' work for the six-month Summit process involved substantial background research and analysis; facilitation of a series of Summit meetings with approximately 70 local stakeholders; and preparation of a comprehensive Action Plan. As part of the analytical work, the consultants identified key industry "clusters" suitable for diversifying Yuma's economic base. The Summit process was originally completed in 2001; based on the success of the original effort, the client retained TNDG to repeat the process in 2010-2011.

<u>San Francisco, California: Workforce Development Strategy for Bay Area Media Industry (2011).</u> TNDG developed a comprehensive strategy to guide "career repositioning" services for dislocated journalists and media workers in the San Francisco Bay Area (an estimated 7,500 Bay Area media industry jobs have been lost over the past decade). TNDG's work included an extensive online survey of existing and former Bay Area journalists (with over 700 individuals participating) and executive interviews with media executives. In addition, TNDG completed a detailed analysis of employment trends (by both industry and occupation) for the overall Bay Area media cluster.

Los Angeles, California: Economic Development Strategy for Solar LA (2009). TNDG was retained by the Los Angeles Department of Water and Power in 2009 to generate a Strategic Action Plan to expand solar-industry activity in Los Angeles. The work was part of LADWP's mission to implement the Solar LA plan. The objective of the Strategic Action Plan is to leverage the investment associated with Solar LA to develop a solar industry cluster in Los Angeles and maximize the creation of cleantech jobs.

<u>Northeast Tennessee/Southwest Virginia</u>: <u>Target Industry Analysis (2006)</u>. The TNDG Team completed an industry cluster analysis for the Tri-Cities Economic Development Alliance. The purpose of the study was to identify target industries/clusters for this 10-county region in Northeast Tennessee/Southwest Virginia.

<u>Anaheim, California: Industry Location Analysis and Attraction Strategy (2005).</u> TNDG developed a comprehensive economic development program for the City of Anaheim. TNDG's work focused on assessing Anaheim's strengths as they relate to industrial attraction and identifying specific industry clusters which the City should emphasize in its marketing efforts. TNDG's recommendations included a special focus on multi-media and high technology firms.

<u>Guam:</u> Feasibility Study and Strategic Plan for Regional Distribution Center (2004). TNDG was part of multi-disciplinary team that completed a feasibility study and strategic plan for the development of a regional distribution center in Guam. The center was planned to build upon Guam's existing airport and seaport infrastructure to position Guam as a distribution hub serving various Asian countries and the continental United States.

Ventura, California: Business Plan for "Eco Industry" Industrial Park (2003). TNDG completed a feasibility study and business plan for the development of an eco-industrial park (EIP) in the City of San Buenaventura. The intent of the program is to attract "eco industrial" users to major Brownfield sites currently occupied with abandoned oil production facilities. TNDG's work included a detailed market analysis of the eco industry cluster; review of "best practices" for EIP development based on a national survey of existing parks; identification of state and federal funding sources applicable to the project; and a detailed business plan for implementation.

<u>The National and Regional Directory of Targeted Growth Industries (2002).</u> TNDG published *The National and Regional Directory of Targeted Growth Industries,* an economic development resource publication. This research involved review and summarization of several hundred economic development strategic plans and industry trends analyses from throughout the U.S.

<u>Fresno, California: Federal Empowerment Zone (EZ) Application (2001).</u> The TNDG Team prepared a successful application resulting in Fresno's designation as one of only seven urban Empowerment Zones under Round III of the EZ program. Fresno's submission was ranked number one in the country during this application round. TNDG was responsible for the overall management of several hundred stakeholders involved in various aspects of the application process.

Greensboro (Guilford County), North Carolina: Industry Attraction Strategy (2001). TNDG prepared an industry "cluster" analysis and attraction strategy for the Greensboro Economic Development Partnership. The focus of the strategy is to expand the community's base of high-technology sectors to offset the ongoing declines of Greensboro's traditional mainstay industries (tobacco, apparel and furniture manufacturing). The analysis involved defining Guilford County's potential niche markets within a 13-county reference area, and also included a review of statewide potentials vis-à-vis the overall Mid-Atlantic region. Given Guilford's proximity to the Raleigh-Durham area, significant attention was devoted to identifying potential linkages to high-tech activities at the Research Triangle Park.

Burbank, California: Economic Diversification Strategy (2000). The Team developed a comprehensive Action Plan to guide the City of Burbank's economic development programming over the next five to ten years. As background to the strategic recommendations, TNDG completed an industry "cluster" analysis to

identify new sectors into which the City's economy can diversify, and a detailed "competitive assessment" identifying Burbank's competitive position within the state.

Kern County, California: Economic Development Strategic Plan (2000). TNDG's work on this plan included a comprehensive assessment of the County's workforce development programs, as well as a detailed industry "cluster" analysis to identify the sectors with the greatest potential for employment growth meeting the needs of the county's workforce. The target industry analysis included an in-depth assessment of the county's and the state's competitiveness within a five-state region. The Strategy was developed over approximately a one-year time frame and involved a substantial public outreach effort.

4. RESUMES OF KEY PERSONNEL

Roger Dale – Managing Principal, TNDG

Project Role: Mr. Dale will serve as <u>Principal-in-Charge and Project Manager</u> for the assignment. In this capacity, he will be responsible for primary client liaison, coordination of the TNDG project team, and preparation of final work products. Mr. Dale will serve as the lead presenter/facilitator at any public meetings for the assignment. Mr. Dale has been a project manager with TNDG for 33 years and managed TNDG's work on all of the previous TNDG projects listed in this proposal.

Experience: Roger Dale has been affiliated with The Natelson Dale Group, Inc. (TNDG) since 1988 and currently serves as the firm's managing principal. His background encompasses the fields of real estate development, economic development, regional economic analysis, environmental and land use policy, financial forecasting, and renewable energy. His project experience with TNDG includes preparation of regional-scale economic development strategic plans, real estate market forecasting, demographic research and modeling, fiscal impact analysis, cost/benefit assessment, redevelopment, business retention/attraction, and workforce development program assessments.

Over the past 20 years, a significant focus of Mr. Dale's work has been on the development of cluster-based economic and workforce development strategies. In this regard, he has managed industry cluster analyses and developed related retention/ expansion/attraction plans for the following clients: the cities of Anaheim, Los Angeles, and Burbank, and San Buenaventura, California; the County of Kern, California; the County of Yuma, Arizona; the High Desert Regional Economic Development Authority (San Bernardino County, California); the Forward Greensboro (North Carolina) Economic Development Partnership; the Tri-Cities (Tennessee/Virginia) Economic Development Alliance; the County of Osceola, Florida; the County of Larimer, Colorado; and the cities of Garland and Kyle, Texas.

Reflecting his longstanding interest in sustainability issues, he serves on the Board of the Roberts Environmental Center – a leading publisher of global climate change research and the nation's foremost analyst of corporate sustainability reporting. He has recently completed feasibility studies and related economic development strategies for solar energy projects in California, Arizona and China. He has prepared more than 50 economic analyses as part of environmental impact reports.

Education: Mr. Dale received his B.A. cum laude in Economics from Claremont McKenna College in Claremont, California. He also holds a master's degree in Resource and Environmental Economics from the University of California at Riverside.

Joe McClure – Senior Associate, TNDG

Project Role: Mr. McClure will be a principal participant throughout the process and support Mr. Dale in preparation of the Economic Development Element and Implementation Strategy.

Experience: Joe McClure has served as principal or in other key roles in land economics research and advisory-services organizations for the last 38 years.

Mr. McClure's multidisciplinary background incorporates many phases of the community and real estate development process: economic analysis and strategy development, market and financial feasibility assessment, and planning and design. Joe has a M.S. in Urban Planning, in a program that emphasized regional economics, from the University of Arizona and completed additional postgraduate work in economic geography at UA. He has a B.S. in Architecture from the University of Cincinnati. Mr. McClure is a registered architect in Arizona and a member of the Western Regional Science Association (WRSA)—an international group of economic geographers, the Urban Land Institute (ULI), and the Arizona Association for Economic Development (AAED). He has presented papers on business and economic development issues at economic development conferences, has served as Adjunct Lecturer at the University of Arizona in the Geography and Regional Development program, and on ULI Advisory/Technical Services Teams. McClure served as a Civil Engineering Officer in the U.S. Air Force.

Education: Joe has an M.S. in Urban Planning, in a program that emphasized regional economics, from the University of Arizona and completed additional post-graduate work in economic geography at UA. He has a B.S. in Architecture from the University of Cincinnati.

Alan Levenson – Senior Associate, TNDG

Project Role: Mr. Levenson will provide technical/research support throughout the process.

Experience: Mr. Levenson brings to The Natelson Dale Group, Inc. an academic background in economic theory with particular emphasis on economic development. Prior to joining the firm, Mr. Levenson spent two years as a research consultant for NEMESIS (Núcleo de Estudos Modelos Espaciais Sistêmicos), which is a research network dedicated to the study of systemic spatial models of the Brazilian economy.

A significant focus of Mr. Levenson's work at TNDG has been on preparing regional economic impact analyses for a wide range of projects. Among others, these projects have included a major regional health care facility in Riverside, CA, a technology and education park in Tustin, CA, a business park in Victorville, CA, and a highway construction interchange project in Pima County, AZ. These analyses have involved modeling various projects' short-term (construction-phase) and permanent (annually recurring) benefits to the regional economy. The benefits have been summarized by estimating a project's impact on total gross output, value added, earnings, and employment in the region. As part of this work, Mr. Levenson has experience with the major economic impact modeling software packages, including the Bureau of Economic Analysis's Regional Input-Output Modeling System (RIMS) and the IMPLAN program.

Mr. Levenson has managed the preparation of a number of regional economic development plans, with a particular focus on industry "cluster" strategies. This work has involved a wide range of activities: from performing quantitative/ statistical analysis to more qualitative analysis, including conducting numerous interviews with key players of potential clusters. Mr. Levenson has participated in industry cluster studies for the following clients: the Forward Greensboro (North Carolina) Economic Development Partnership, the Tri-Cities Tennessee Cluster Study (Tennessee), the Yuma Private Industry Council (Arizona), and the City of San Buenaventura (California).

Mr. Levenson also has a significant amount of experience in fiscal impact analyses, retail market analyses, and real estate development feasibility analyses.

Education: Mr. Levenson joined TNDG 21 years ago, after receiving his B.A. with honors in Economics and Political Science from the University of California at Riverside. Mr. Levenson's undergraduate studies included additional coursework in applied mathematics related to economic analysis. He also holds a Master's in Business Administration degree, with a concentration in Real Estate Finance, from UCLA's Anderson School of Management.

Joe Collins - Research Associate, TNDG

Project Role: Mr. Collins will support the project team with data compilation and GIS mapping.

Experience: Joseph Collins serves as a Research Associate for TNDG. Over the years, his professional career has involved him in a variety of both private and public projects in the Midwest and Southwest US. His varied experience includes: fiscal and land economic feasibility analysis, geospatial and descriptive data analytics, graphic presentation, market analysis, and the practice of urban planning and development.

Education: Mr. Collins obtained a M.B.A. from Grand Canyon University in Phoenix, Arizona, a M.S. in Regional and Community Planning from Kansas State University in Manhattan, Kansas, and a B.S. in Geography/Community Planning from Kansas State University. In addition, he has completed coursework for general real estate appraisal at the Arizona School of Real Estate and Business in Scottsdale, Arizona.

5. SCOPE OF WORK AND METHODOLOGY

Understanding of the Assignment

As part of its General Plan update (GPU) process, the City of Santa Fe Springs is seeking consultant support to prepare an Economic Development Element (EDE). The EDE will serve the following purposes:

- Identify and prioritize Santa Fe Springs' most significant business/development opportunities, based on research findings and stakeholder input from earlier stages of the GPU process;
- Provide foundational policy direction on General Plan issues influencing Santa Fe Springs' economic development potentials;
- Provide an overall framework for the City's economic development programming i.e., a broad set
 of long-term policy objectives that would be carried out in the shorter term through a separate,
 more detailed Implementation Strategy (as described under Task 8 of the proposed work scope);
- Define specific implementation priorities (and, where appropriate, associated action items) for the City's economic development program. Preliminarily, TNDG anticipates that the implementation priorities would focus on the following topics:
 - Leveraging Santa Fe Springs' long-established position as a leading industrial center in southern California;
 - Maintaining the City's excellent reputation for business friendliness
 - Strategically positioning key "opportunity sites" for development/intensification (including, for example, a potential focus on facilitating development of underutilized properties proximate to transportation corridors)
 - Refining the City's business retention/expansion/attraction goals (i.e., target industries and business types)
 - Identifying critical infrastructure investments needed to ensure an innovative, competitive business environment
 - Addressing the technical and financial assistance needs of the local business community
 - Maximizing City revenue sources.

TNDG understands that Kosmont Companies has prepared a draft market study as part of the General Plan update process, which would serve as part of the technical background for the EDE. Since the Kosmont report focuses primarily on real estate market conditions, TNDG would supplement the Kosmont work with a detailed target industry analysis (i.e., an industry-by-industry evaluation of prospective target tenants for retail, restaurant, office, and industrial space in Santa Fe Springs). TNDG would also coordinate with MIG to identify EDE-relevant stakeholder input from earlier stages of the GPU process. The previous

work would be supplemented by TNDG through direct interface with key City staff and additional outreach to the business/development community as outlined below.

Proposed Scope of Work

TNDG's proposed work scope includes the following tasks:

- 1. *Kickoff Meeting.* TNDG will facilitate a virtual kickoff meeting with MIG and City staff to get a "debrief" on relevant aspects of the GPU process to date, and to review and refine the EDE work scope. During this meeting, TNDG will also collect relevant information about the City's existing economic development programs and priorities.
- 2. **Review Background Documents.** TNDG will review the Kosmont studies and other relevant background documentation provided by MIG and City staff. The purpose of this review will be to extract relevant findings regarding economic development opportunities and priorities. The scope of the background review will include, but not be limited to, the following:
 - a. Demographic and socioeconomic trends (updated as appropriate to reflect the most recent available data)
 - b. Labor force characteristics
 - c. Sales tax revenue and other fiscal/financial indicators.
- 3. Outreach to Business/Development Community. To supplement earlier phases of the General Plan stakeholder outreach, TNDG will conduct a series of stakeholder interviews with key representatives of the business/development community. As appropriate, some of these interviews could be conducted as a focus group meeting with multiple participants. The purposes of this outreach will be to validate/refine the Kosmont market study findings and to identify the most critical issues affecting the City's business friendliness. The business/development community outreach will be summarized in a technical memorandum.
- 4. Other Stakeholder Meetings and Interviews (per City's RFP). In addition to the specific outreach to the business/development community, TNDG will lead/participate in the following meetings/interviews for this assignment:
 - a. One (1) at-large community workshop
 - b. Up to two (2) GPAC meetings
 - c. Up to ten (10) one-on-one interviews with community stakeholders and City officials/staff
 - d. Two (2) meetings with the Planning Commission and/or City Council
 - e. As need management meetings with City staff (unlimited no extra charge).

For each of the above meetings, TNDG will provide the following services: preparation of briefing materials for participants; presentation (PowerPoint, etc.) during meetings; facilitation of group discussion; and written documentation of stakeholder input.

5. *Target Industry Analysis.* To build on the Kosmont market study, TNDG will conduct a detailed (industry-by-industry) analysis (utilizing EMSI data) of employment growth trends for Santa Fe

Springs and the surrounding economic region. This detailed analysis will serve as a basis for refining the City's business retention/expansion/attraction targets. Based on the analysis, TNDG will recommend initiatives to address retention, expansion and attraction of small, medium-size and large firms in the targeted industry clusters (including business-to-business industries that could generate sales tax revenue). The target industry analysis will also provide a basis for defining related workforce development strategies.

Starting from a universe of over 1,000 detailed industries (i.e., six-digit NAICS codes) comprising the California economy, a list of "candidate" target industries specific to Santa Fe Springs will be identified by TNDG based on the local/regional/national employment trends analysis. The industries will be specified in terms of NAICS industry sectors for office and industrial tenant types; for retail and restaurant tenants, the targets will be defined in terms of retail sales categories (TNDG will also provide sample lists of actual retail/restaurant tenant names from comparable communities/ settings). Through stakeholder input (and coordination with City staff), the initial candidate list will be narrowed to a "short list" of recommended candidate industries. Whereas the short list would represent the highest priorities for marketing and other business development resources, the recommendations will also incorporate general "businesses friendliness" strategies making Santa Fe Springs attractive to wide range of industries (i.e., potentially including non-targeted sectors).

Although TNDG will not be conducting a detailed housing market analysis, the target industry recommendations will consider the potential synergistic effects of adding "rooftops" to the City's land use mix as a means of increasing the City's attractiveness to key target industries (especially retail/restaurant). This component of the analysis will be closely coordinated with the General Plan Land Use and Housing Elements.

The target industry analysis will be summarized in a technical memorandum.

- 6. **Preliminary EDE Outline.** Based on the above steps, TNDG will prepare a preliminary outline of the issues and policy categories to be addressed in the EDE. This information will be presented in succinct matrix format to facilitate review by (and input from) City staff. The EDE outline will be accompanied by a SWOT analysis summarized in a technical memorandum.
- 7. **Draft and Final EDE.** TNDG will prepare draft and final EDE documents, defining broad policy direction for the City's economic development efforts. Consistent with the City's RFP, TNDG would expect the EDE to include the following components:
 - a. A summary of the most critical economic issues and opportunities emerging from the GPU research and stakeholder outreach.
 - b. Policy framework to facilitate development/reuse of key opportunity sites (e.g., underutilized properties proximate to transportation corridors).
 - c. Recommended business attraction goals (i.e., targeted land uses and tenant types).
 - d. Policies related to retention and expansion of existing firms.

- e. Policies to maintain/enhance the City's overall business friendliness.
- 8. **Detailed Implementation Strategy.** This work product would be a stand-alone (i.e., separate from the General Plan element) economic development strategy providing a detailed action plan for an initial 5-year implementation period. As such, it would have a shorter-term focus and provide more detail than is typically included in a General Plan element.

The Implementation Strategy will provide a detailed blueprint for the City's economic development programming, with immediate, mid-term and longer-term recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The indicated goals and objectives will be specific, measurable, attainable, relevant and time bound. The Implementation Strategy will be organized in terms of the following elements:

- ❖ A Real Estate Development/Marketing Strategy, including specific recommendations for industrial, office and retail commercial land uses. These recommendations would be location-specific and oriented to key "opportunity sites" (or other subareas) identified during the course of the planning process. The opportunity sites would be identified in conjunction with the General Plan team and City staff. TNDG would anticipate including up to 12 sites in the recommendations (but would be flexible on this number if there are compelling reasons to include more).
- ❖ A Business Retention/Expansion/Attraction Strategy reflecting the specific industry clusters and market segments identified in the technical analyses. The target industry strategy will include the following components:
 - Specific recruitment goals and objectives.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other "capacity building" issues relevant to the targeted industry clusters.
 - Recommended marketing framework for a cluster-based strategy.
 - Recognition of existing and potential strategic partnerships with regional economic development entities (e.g., LAEDC).
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted industry clusters.
 - Strategies that promote the importance of shopping locally.
- ❖ A strategy to address **Other Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other "capacity building" issues affecting the viability of the target clusters, 2) integration of existing assets such as transportation and educational systems, and 3) recommended measures to ensure the City's continued "business friendliness" (reflecting key competitiveness issues identified in the proceeding tasks).

- ❖ A **Prioritization Matrix** indicating the potential timing of the various action items (immediate, 2-3 years, 4-5 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
- Recommended Staffing/Organizational Structure for the City's economic development programming (including discussion on alternative approaches to staffing key functions such as marketing).
- A Responsibility Matrix indicating the entities who would most appropriately be tasked with carrying out various action items (potentially including collaborating regional agencies and private sector "partners").
- ❖ Estimated Implementation Costs and Potential Revenue/Funding Sources including, but not limited to, special districts and grants.
- A Monitoring Program to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based "metrics" utilizing readily available data sources.

Deliverable Work Products

Per the work scope detailed above, the following major work products will be provided for this assignment:

- 1. Narrative SWOT analysis (technical memorandum)
- 2. Summary of outreach to business/development community (technical memorandum)
- 3. Target industry analysis (technical memorandum)
- 4. Preliminary EDE outline
- 5. Draft EDE document
- 6. Final EDE document
- 7. Draft Implementation Strategy document
- 8. Final Implementation Strategy document

The EDE will be formatted according to MIG's specifications, allowing for seamless integration into the overall General Plan document. TNDG has confirmed that MIG will be responsible for printing of the EDE.

The Implementation Strategy will be a separate document formatted per the City's specifications. TNDG will provide 10 color, bound copies of the final document.

6. PROJECT SCHEDULE AND BUDGET

Completion Timeframe

TNDG would complete this assignment within approximately five months (20 weeks) of authorization to proceed, allowing for finalization well in advance of the projected GP adoption date of October 31, 2021. Approximate completion timeframes for major project milestones are as follows:

Work Scope Components	Completion Timeframe
Project Kickoff/Document Review (Tasks 1-2)	Weeks 1-2
Developer/business outreach (Task 3)	Weeks 3-6
Other meetings/interviews (Task 4)	Throughout process
Target industry analysis (Task 5)	Weeks 3-6
Economic Development Element (Tasks 6-7)	Outline (Week 8)
	Draft (Week 10)
	Final (Week 14)
Detailed implementation strategy (Task 7)	Draft (Week 16)
	Final (Week 20)

Cost Proposal

TNDG would complete this assignment on a time and materials basis against a maximum, not-to-exceed cost of \$39,000 (THIRTY-NINE THOUSAND DOLLARS), itemized as follows by major task:

Work Scope Components	Not-to-Exceed Cost	
Project Kickoff/Document Review (Tasks 1-2)	\$4,000	
Developer/business outreach (Task 3)	\$5,000	
Other meetings/interviews (Task 4):		
- At-large community meeting (1)	\$1,500	
- GPAC meetings (2)	\$1,000	
- Stakeholder interviews (10)	No charge	
- PC/CC meetings (2)	No charge	
 City staff meetings (as needed) 	No charge	
Target industry analysis (Task 5) ¹	\$9,500	
Economic Development Element (Tasks 6-7) \$8,000		
Detailed implementation strategy (Task 7)	\$10,000	
Maximum Total	\$39,000	

The indicated meeting costs (Task 4) have been discounted to accommodate the City's anticipated maximum budget for this contract. Due to the close proximity of Santa Fe Springs to our offices, we would

¹ Includes cost of EMSI data (approximately \$1,500).

not charge for travel time or costs for this project. As such, the meeting costs would be the same whether the meetings are conducted via Zoom or in person.

TNDG's standard hourly billing rates are as follows:

Roger Dale - \$240 Joe McClure - \$190 Alan Levenson - \$190 Joe Collins - \$125

7. REFERENCES

Project:	Economic Development Strategic Plan for County of Ventura, CA
Client Contact:	Paul Stamper
	Deputy Executive Officer, County Executive Office
	County of Ventura
	(805) 654-3938
	Paul.Stamper@ventura.org
Dates:	June 2016 – October 2017
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins, Terry Clower

Project:	Target Industry Analysis & Comprehensive Economic Development Strategy (CEDS) for City of Escondido, CA
	(CEDS) for City of Escondido, CA
Client Contact:	Michelle Geller
	(former Economic Development Manager for City of Escondido)
	Economic Development Manager
	City of Oceanside
	(760) 435-3351
	mgeller@oceansideca.org
Dates:	January 2012 – July 2012 (fully updated in 2018)
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson

Project:	Economic Development Strategic Plan for City of Palm Desert, CA
Client Contact:	Martin Alvarez
	Director of Economic Development
	City of Palm Desert, CA
	(760) 346-0611
	malvarez@cityofpalmdesert.org
Dates:	August 2017 – February 2018
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins

Appendix A of this proposal provides web links to the final reports completed for each of the above clients.

APPENDIX A – LINKS TO SAMPLE WORK PRODUCTS

Representative samples of TNDG's work are accessible online at the links provided below. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that the City of Santa Fe Springs can expect for this project.

Project:	Economic Development Strategic Plan for City of Stockton, CA
Report Link:	http://www.stocktongov.com/files/EDStrategicPlan.pdf

Project:	Comprehensive Economic Development Strategy (CEDS) for City of Escondido, CA
Report Link:	https://rebrand.ly/EscondidoCEDS

Project:	Economic Development Strategic Plan for City of Palm Desert, CA
Report Link:	https://www.cityofpalmdesert.org/home/showdocument?id=9273

Project:	Economic Development Strategic Plan for County of Ventura, CA
Report Link:	http://vcevsp.org/strategic-plan/strategic-planning-documents/

City Council Meeting

PRESENTATION

Proclaiming the Week of May 16 - 22, 2021 as "National Public Works Week"

RECOMMENDATION

Proclaim the week of May 16 - 22, 2021 as "National Public Works Week".

BACKGROUND

National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide the services and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, the goal is to call attention to the importance of public works in community life.

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and increase confidence in public works employees dedicated to improving the quality of life for present and future generations.

This year's National Public Works Week theme is "Stronger Together." Challenging us to think about the role public works plays in creating a great place to live. Highlighting that by working together on goals once thought to be unattainable are now possible.

The Mayor may wish to call upon the Director of Public Works, Noe Negrete, to receive the proclamation.

> Raymond R. Cruz City Manager

Attachment:

Attachment No. 1: Proclamation

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: April 29, 2021

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, public infrastructure is the backbone of society; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, storm drains, sewers, streets and highways, public buildings and facilities, and traffic signals; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction and maintenance is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel that staff public works departments is materially influenced by people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, John M. Mora, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim the week of May 16 - 22, 2021 as:

NATIONAL PUBLIC WORKS WEEK

in the City of Santa Fe Springs and recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

DATED this 4th day of May, 2021.

	JOHN M. MORA, MAYOR
ATTEST:	
JANET MARTINEZ, CITY CLERK	_

City Council Meeting

ITEM NO. 21

May 4, 2021

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

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

Applications Received: None

Recent Actions: Felix Miranda Jr. was appointed to the Youth Leadership

Committee.

Raymond R. Cruz City Manager

Attachment(s):

- 1. Prospective Members
- 2. Committee Lists

Report Submitted by: Janet Martinez

City Clerk's Office

Date of Report: April 29, 2021

Prospective Members for Various Committees/Commissions

Beautification and Historical* (*pending name change)
Phillip Gonzalez
Family & Human Services
Heritage Arts
Personnel Advisory Board
Parks & Recreation
Danielle Pavageau
Planning Commission
rialiling Commission
Senior Citizens Advisory
Sister City
Traffic Commission
Youth Leadership

BEAUTIFICATION AND HISTORICAL ADVISORYCOMMITTEE*

*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placensia Irma Huitron Vacant	
Zamora	Annette Ramirez Vacant Vacant Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Vacant	
Rodriguez	Vacant	
	Sally Gaitan	
	Mark Scoggins	
	Vacant	
Trujillo	Jacqueline Martinez Kay Gomez	
	Vacant	
	Merrie Hathaway	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the

Committee

Council Liaison: Rodriguez

Courion Elaloon:	g	
APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva*	
	Vacant	
	Miriam Herrera	
Zamora	Gaby Garcia	
	Christina J. Colon	
	Gilbert Aguirre	
	Cilbort / (gainte	
Sarno	Dolores Duran	
	Janie Aguirre	
	Peggy Radoumis	
Rodriguez	Shamsher Bhandari	
	Elena Lopez	
	Hilda Zamora	
Trujillo	Dolores Romero	
	Laurie Rios*	

Organizational Representatives: Nancy Stowe

(Up to 5) Evelyn Castro-Guillen

Elvia Torres

Bonnie Fox

(SPIRITT Family Services)

^{*}Indicates person currently serves on three committees

HERITAGE ARTS ADVISORY COMMITTEE

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

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

Membership: 9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	Vacant	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	
Committee Representatives Family and Human Services Committee Beautification and Historical Committee Planning Commission Chamber of Commerce Council/Staff Representatives	Vacant Sally Gaitan Gabriel Jimenez Debbie Baker	
Council Liaison	Annette Rodriguez	
Council Alternate	Vacant	
City Manager	Ray Cruz	
Director of Community Services	Maricela Balderas	
Director of Planning	Wayne Morrell	

^{*}Indicates person currently serves on three committees

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,

TERM EXPIRES

Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

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

25 Membership: Council Liaison: Mora

APPOINTED BY

APPOINTED BY	NAME	DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant Vacant Vacant	
Sarno	Kenneth Arnold Mary Anderson Jeannette Lizarraga Vacant Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Trujillo	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger Vacant	

^{*}Indicates person currently serves on three committees

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel

Board, 1 by Firemen's Association, 1 by

Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY	NAME
Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m., Gus Velasco Neighborhood Center

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

Membership: 25 Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura Astrid Shesterkin Vacant Vacant Vacant	
Zamora	Vacant Elena Lopez Armendariz Josefina Lara Vacant Vacant	
Sarno	Sally Gaitan Bonnie Fox Gilbert Aguirre Lorena Huitron Janie Aguirre	
Rodriguez	Yoko Nakamura Linda Vallejo Hilda Zamora Martha Villanueva* Nancy Krueger	
Trujillo	Dolores Duran Vacant Vacant Vacant Vacant	

^{*}Indicates person currently serves on three committees

SISTER CITY COMMITTEE

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

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

Membership: 25 Council Liaison: Mora

APPOINTED BY	 NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva* Doris Yarwood Laurie Rios* Peggy Radoumis Francis Carbajal*	
Zamora	Vacant Vacant Vacant Vacant Vacant	
Sarno	Manny Zevallos Vacant Jacqueline Martinez Vacant Vacant	
Rodriguez	Jeannette Wolfe Shamsher Bhandari Vacant Vacant Vacant	
Trujillo	Charlotte Zevallos Andrea Lopez Vacant Marcella Obregon Vacant	

^{*}Indicates person currently serves on three committees

TRAFFIC COMMISSION

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

Membership: 5

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

APPOINTED BY	NAME
Mora	Bryan Collins
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
Zamora	Joseph Casillas Savanna Aguayo Valerie Melendez Christian Zamora	
Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez Angelique Duque Felix Miranda Jr. Vacant	
Trujillo	Bernardo Landin Isaac Aguilar Andrew Bojorquez Alan Avalos	