



AGENDA

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

April 18, 2023
6:00 P.M.

Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
Juanita Martin, Mayor

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office 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. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

City of Santa Fe Springs

Regular Meetings

April 18, 2023

1. **CALL TO ORDER**

2. **ROLL CALL**

Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
Juanita Martin, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **INTRODUCTIONS**

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the March 21, 2023 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. Minutes of the March 21, 2023 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the March 21, 2023 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

9. CONSENT AGENDA

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

Minutes of the March 21, 2023 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

10. CONSENT AGENDA

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

- a. Minutes of the March 21, 2023 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Approval of Memorandum of Understanding between City of Santa Fe Springs and Empowered 4 Life (Community Services)

Recommendation:

- Approve a two-year Memorandum of Understanding (MOU) with Empowered 4 Life to provide no cost meals for the City's Teen Program and Summer Lunch Program at City Parks; and
- Authorize the City Manager, Director of Community Services, or designee to execute the MOU.

- c. Approval for the Restoration of Art Pieces, the Omni, Soaring Dreams, and Dancing Gabrielenos (Community Services)

Recommendation:

- Authorize payment to Silverlake Conservation, LLC for the restoration of the Art Pieces, Omni, Soaring Dreams, and Dancing Gabrielenos.

- d. Custodial Services Agreement with EE Building Maintenance, LLC (Public Works)

Recommendation:

- Approve the agreement with EE Building Maintenance to provide Custodial Services; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

e. Amendment Number One to Professional Services Agreement with Onward Engineering for On-Call Professional Engineering Services (City Manager)

Recommendation:

- Approve and authorize the Mayor to execute Amendment Number One to Professional Services Agreement with Onward Engineering.

f. Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of Two (2) Drager-X-am 8000 Multi-Gas Monitors, Ancillary Equipment, and Extended Warranty (Fire)

Recommendation:

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$54,216.14 and authorize the purchase of two (2) Drager X-am 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty from Safe Environment Engineering.

g. Resolution No. 9858 – Approving a First Amendment (Amendment) to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP (Planning)

Recommendation:

- Approve Resolution No. 9858, approving a First Amendment to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP; and
- Find that the proposed action(s) is not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the First Amendment to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP, to recognize the assignment of the Purchase and Sales Agreement to Richman Santa Fe Springs Apartments, LP and to revise Exhibit B of the Purchase and Sale Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

h. Resolution No. 9859 – Approving an Affordable Housing Loan Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with the Richman Santa Fe Springs Apartments, LP (Planning)

Recommendation:

- Approve Resolution No. 9859, approving an Affordable Housing Loan Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with The Richman Santa Fe Springs Apartments, LP; and

- Find that the proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the Affordable Housing Loan Agreement, and a Regulatory Agreement and Declaration of Restrictive Covenants and all necessary and related documents, with The Richman Santa Fe Springs Apartments, LP.

i. Resolution No. 9860 – Approving a First Amendment (Amendment) to the Purchase, Sale and Development Agreement with Habitat For Humanity of Greater Los Angeles (Planning)

Recommendation:

- Approve Resolution No. 9860, approving a First Amendment to the Purchase, Sales and Development Agreement with Habitat For Humanity of Greater Los Angeles; and
- Find that the proposed actions is not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the First Amendment to Purchase, Sale and Development Agreement with Habitat for Humanity of Greater Los Angeles, to revise subsection 7(c)(iv) of the Purchase and Sales Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

j. Approval of Personnel Modifications (Finance)

Recommendation:

- Approve the classification specification changes for Librarian I and Lead Public Safety Officer.
- Approve the reclassification/upgrade from Assistant Civil Engineer to Associate Civil Engineer.

NEW BUSINESS

11. Resolution No. 9857 – Authorizing the Los Angeles County Development Authority (LACDA) to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire mortgage loan(s) in connection with a residential development (Lakeland Apartments), in the City of Santa Fe Springs and certain actions related thereto (Planning)

Recommendation:

- Receive the staff report and any comments from the public regarding Resolution No. 9857, authorizing the LACDA to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire

mortgage loan(s) in connection with a multifamily residential development ("Lakeland Apartments"), in the City of Santa Fe Springs and certain actions related thereto; and

- Find that the proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines, and the proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Adopt Resolution No. 9857, consenting to and authorizing LACDA to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire mortgage loan(s) in connection with a multifamily residential development ("Lakeland Apartments"), in the City of Santa Fe Springs (13231 Lakeland Road), and certain actions related thereto; and
- Authorize the Mayor and or designee to execute any and all documents, including the Interlocal Cooperation Agreement, deemed necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of Resolution No. 9857 and the financing approved hereby.

12. PRESENTATIONS

- a. Proclaiming April 2023 as "Parkinson's Awareness Month" (City Manager)
- b. Proclaiming the week of April 23 – April 29, 2023 as "National Library Week" in Santa Fe Springs (Community Services)
- c. Proclaiming April 28, 2023 as "National Arbor Day" (Public Works)
- d. Proclaiming the Month of April 2023 as "Sexual Assault Awareness Month" and April 26, 2023 as "Denim Day" (City Council)

13. PUBLIC COMMENTS *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.*

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

16. COUNCIL COMMENTS/ AB1234 COUNCIL CONFERENCE REPORTING

17. ADJOURNMENT

I, Fernando N. Muñoz, Deputy 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; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Fernando N. Muñoz, Deputy City Clerk

4/13/23

Date Posted

FOR ITEM NO. 6A, PLEASE SEE ITEM NO. 10A



CONSENT AGENDA

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

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 3/31/2023

None

Outstanding principal at 3/31/2023

\$37,857,128

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

A handwritten signature in black ink, appearing to read "Tom Hatch". The signature is written in a cursive, flowing style.

Tom Hatch
Interim City Manager/Executive Director

FOR ITEM NO. 7A, PLEASE SEE ITEM NO. 10A



CONSENT AGENDA

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

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 3/31/2023	None
Outstanding principal at 3/31/2023	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 3/31/2023	None
Outstanding principal at 3/31/2023	\$820,000

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

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

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

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

A handwritten signature in black ink, appearing to read "Tom Hatch". The signature is fluid and cursive, with the first name "Tom" and last name "Hatch" clearly distinguishable.

Tom Hatch
Interim City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

April 18, 2023

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Utility AMR Metering Pilot Study

The Water Utility's water meter reading program is the initial and vital component of the Water Utilities continued revenue stream. It is currently performed manually by the City's two Water Meter Readers on a daily basis. Utility meter reading technology has advanced within the last twenty years, with the latest technology being Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI). AMI improves a utility's ability to collect frequent and accurate water usage data to improve billing, leak detection, and water resource management.

Water Utility staff will begin a pilot program, installing a small number of AMI water meters throughout the City to help determine the greatest benefits and develop an implementation strategy.

INFRASTRUCTURE IMPACT

AMI meters help customers find water leaks more quickly and thus reduce wasted water and unnecessarily high water bills. Because customers have full access to their water usage data 24 hours a day, they can become proactive participants and contact City staff with any water usage concerns as they happen. This eliminates the need to wait for a bi-monthly bill to notice that something is amiss. Additionally, because water usage data is available on a timelier basis, there is less need to send customer service representatives to the site to reread a meter because the meter read information is available 24 hours a day and can be accessed remotely by billing staff at City Hall.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachments:

None

FOR ITEM NO. 8, PLEASE SEE ITEM NO. 10A

FOR ITEM NO. 9, PLEASE SEE ITEM NO. 10A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10A

April 18, 2023

CONSENT AGENDA

Minutes of the March 21, 2023 Special and Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Special City Council Meeting of March 21, 2023
- Regular City Council Meeting of March 21, 2023

Staff hereby submits the minutes for Council's approval.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. March 21, 2023 Special Meeting Minutes
2. March 21, 2023 Regular Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

March 21, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 5:00 p.m.

2. **ROLL CALL**

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

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

CITY COUNCIL

CLOSED SESSION

4. **CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager.

Employee Organizations: Santa Fe Springs City Employees' Association, Santa Fe Springs Firefighters' Association, and Santa Fe Springs Executive, Management and Confidential Employees' Association

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

Name of case: Arcadia, et al. So. Cal. Edison Corp., Santa Barbara Superior Court Case No. 20CV02026

Mayor Martin recessed the meeting at 5:02 p.m.

Mayor Martin convened the meeting at 5:52 p.m.

6. **CLOSED SESSION REPORT**

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

7. **ADJOURNMENT**

Mayor Martin adjourned the meeting at 5:52 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

March 21, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Invocation was led by Mayor Pro Tem Sarno.

4. **PLEDGE OF ALLEGIANCE**

Benjamin Fernandez, 3rd grade student from St. Pius X School led the Pledge of Allegiance.

5. **INTRODUCTIONS**

The following Santa Fe Springs Chamber of Commerce members were introduced: Mark Gutierrez, Broker/Dealer Principal from GILMAR Automotive Services and Daniel O'Marah, Store Manager from Starbucks.

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the February 21, 2023 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to approve the Item Nos. 6A and 6B, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

WATER UTILITY AUTHORITY

7. CONSENT AGENDA

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

- a. Minutes of the February 21, 2023 Water Utility Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)
Recommendation:
 - Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects (Public Works)
Recommendation:
 - Receive and file the report.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to approve Item Nos. 7A through 7C, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nayes: None
Absent: None

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the February 21, 2023 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nayes: None
Absent: None

SUCCESSOR AGENCY

9. CONSENT AGENDA

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

Minutes of the February 21, 2023 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Zamora, Sarno, Rodríguez, Rounds, and Martin

Nays: None

Absent: None

CITY COUNCIL

10. CONSENT AGENDA

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

- a. Minutes of the February 21, 2023 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Authorize the Purchase of One (1) Toyota Sienna Hybrid Disabled Passenger Van from A-Z Bus Sales and Appropriate \$33,000 from Local Return Prop C Funds to Fully Fund this Purchase (Finance)

Recommendation:

- Authorize the purchase of (1) Toyota Sienna hybrid disabled passenger van by awarding an order to A-Z Bus Sales; and
- Appropriate \$33,000 from Local Return Prop C funds to fully fund this purchase; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$83,952.73 to A-Z Bus Sales.

- c. Amendment Number One to Professional Services Agreement with Ron's Maintenance, Inc. for Catch Basin Maintenance Services to Exercise One-Year Renewal Option (Public Works)

Recommendation:

- Approve Amendment Number One to Professional Services Agreement with Ron's Maintenance, Inc. to exercise the second one-year renewal option.
- Authorize the Mayor to sign Amendment Number One.

- d. 2023 SFS Art Fest Traffic Control Plan – Request for Approval (Community Services)

Recommendation:

- Approve the traffic control plans prepared for the lane closures and speed reduction in the area of Pioneer Boulevard and Telegraph Road for the 2023 Art Fest on April 27 and April 28, 2023.

- e. Request for Out-of Travel for the Director of Planning and Assistant Director of Planning, to attend the 2023 International Council of Shopping Center (ICSC) – RECon in Las Vegas (May 21-23, 2023), and for the Director of Planning to attend the 2023 American Planning Association (APA) Annual Conference in Philadelphia

(April 1-4, 2023) (Planning)

Recommendation:

- Approve out-of-state travel for the Director of Planning and Assistant Director Planner to attend the 2023 International Council of Shopping Center (ICSC) –RECon in Las Vegas (May 21-23, 2023); and
- Approve out-of-state travel for the Director of Planning to attend the 2023 American Planning Association (APA) Annual Conference in Philadelphia (April 1-4, 2023).

f. Upgrade the City Hall Campus Phone System Network to Avaya IP Office (Finance)

Recommendation:

- Authorize the purchase of necessary hardware and labor from VOX/Waterfield by piggybacking off Omnia Partners Cooperative Contract No. R200803
- Authorize the Director of Purchasing Services to issue a Purchase Order to Vox/Waterfield in the amount of \$128,505.73.

g. City of Bellflower Extension of Agreement for Traffic Signal Maintenance Services (Public Works)

Recommendation:

- Approve the agreement extension with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Rounds, to approve the consent agenda, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

NEW BUSINESS

11. Resolution No. 9856, Approving, Authorizing and Directing the Execution of the Joint Exercise of Powers Agreement Relating to Membership in the Gateway Cities Affordable Housing Trust (Planning)

Recommendation:

- Adopt Resolution No. 9856 – approving the City execution of the Joint Exercise of Powers Agreement relating to membership in the Gateway Cities Affordable Housing Trust; and
- Authorize the Mayor or designee to execute the Gateway Cities Affordable Housing Trust Joint Powers Authority (JPA) Agreement upon final approval of the language of the JPA by the City Attorney.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 11.

It was moved by Councilmember Rounds, seconded by Councilmember Zamora to adopt Resolution No. 9856 – approving the City execution of the Joint Exercise of Powers Agreement relating to membership in the Gateway Cities Affordable Housing Trust, and authorize the Mayor or designee to execute the Gateway Cities

Affordable Housing Trust Joint Powers Authority (JPA) Agreement upon final approval of the language of the JPA by the City Attorney, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

12. Fiscal Year (FY) 2022-2023 Midyear Budget Review and Modifications (Finance)

Recommendation:

- Approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C.

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

Councilmember Zamora inquired when the City will implement the new programs that will replace legacy systems throughout the agency. Director Hickey stated that implementations for those programs are being discussed with Interim City Manager Hatch and welcomes Council input.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Sarno to approve the proposed revenue and expenditure adjustments as detailed in Attachments A through C, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

13. Presentation and Consideration of the City's Annual Comprehensive Financial Report for the Fiscal Year ending June 30, 2022 (Finance)

Recommendation:

- Receive and file the City's Annual Comprehensive Financial Report for the Fiscal Year ending June 30, 2022 and related communications.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 13.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to receive and file the City's Annual Comprehensive Financial Report for the Fiscal Year ending June 30, 2022 and related communications, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

14. PRESENTATIONS

- Recognition of 2023 Santa Fe Springs Shamrock Fun/Walk Event Sponsors (Community Services)
- Proclamation – Proclaiming March 29, 2023 as “National Vietnam War Veterans Day” (City Manager)

15. PUBLIC COMMENTS

The following members of the public spoke during public comment: Bruce Crow, Lee

Squire, and Julia Emerson SoCal Gas Company.

16. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- Interim City Manager, Tom Hatch spoke in regards to the City applying for a grant towards Water Well No. 12. There was a check awarded last week through the office of U.S. Representative Linda Sanchez for the amount of 2.2 million. In addition to this grant, Representative Sanchez's Office informed the City of the next round of grants and the city reviewed the list of projects that would potentially qualify. The Slauson Avenue Project was selected as the submission choice to qualify for the grant. The City was recently notified that the project qualified for the first step and is pending review for subsequent approvals. In addition, there was a City Manager's Roundtable meeting that staff attended last week on Friday, March 17, 2023 to discuss several projects with the office of Assembly member Pacheco. Interim City Manager Hatch noted that the City is focused on delivering in the following priorities: Housing, Transportation, and Public Safety.
- Director of Community Services, Maricela Balderas spoke in regards to the following events: Shamrock 5K Fun Run/Walk and Toddler Run; 2023 Art Fest; Sock Hop Dance; Children's Clothing Drive, and Planetarium Experience.
- Director of Finance, Travis Hickey spoke in regards to Human Resources staff attending the Liebert, Cassidy, Whitmore's Public Sector Employment Law Annual Conference in San Diego last week. He also recognized Paul Martinez, Director of Purchasing services on his 40th anniversary of employment with the City.
- Fire Chief, Chad Van Meeteren spoke in regards to Fire preparing for the recent floods. He also spoke about having the Urban Search and Rescue team having been deployed to the Mammoth area to build shores to prevent buildings from collapsing. Last, he spoke about the probationary badge pinning.
- Director of Police Services, Dino Torres spoke about the Family and Youth Intervention Program hosting the Diversity Summit Assembly led by Keith Hawkins. He also spoke about calls being placed this week for best practices training with Parks and Recreation staff.
- Director of Planning, Wayne Morrell introduced Associate Planner, Vince Velasco to speak about the property at 13900 Carmenita Road. He also stated that the Los Angeles Business journal has recognized this project at their real estate event on March 1st. He added that the site was previously contaminated and went through significant changes prior to being renovated.
- Interim Director of Public Works, Yvette Kirrin spoke in regards to the CIP list of projects. She stated that it is the 1-year anniversary of the one year approval and provided a brief update on the projects. The LED Phase 2 Project has approximately 270 lights that have been installed and 120 lights remain. The Engineering Services is pending the Residential Alleys Design due Friday, the Los Nietos Parking Lot Improvements which will begin on March 27, and many other CIP priorities in progress.

Mayor Pro Tem Sarno requested the Team USA marks be placed on the floor instead of on the light poles.

17. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

There were no appointments.

18. COUNCIL COMMENTS

Councilmember Rodriguez acknowledged the Chamber of Commerce representatives present at the meeting. Spoke about the Shamrock 5K Event and about the active shooter training. She spoke about the Quartermania event and thanked the office of U.S. House Representative Linda Sanchez for the check granted to the City. Lastly, she commented that the City received a call from State Senator Bob Archuleta related to assistance with the Aquatic Center project. She also acknowledged staff for all their hard work.

Councilmember Rounds thanked the residents for attending today's meeting. He thanked the sponsors forgiving back to the community. Lastly, he spoke about the Shamrock 5K event that took place on Saturday.

Councilmember Zamora acknowledged how much the City has grown and how the City has been able to operate with a conservative budget. He gave an example on how after several years the City was able to purchase new chairs for the council chambers. He also acknowledged Lee Squire and commented on how kids today learn about the history of wars. He highlighted Public Safety and Public Works as they assisted with the storms and resulting damages. Lastly, he expressed his concerns on how contracted staff can better care for the trees.

Mayor Pro Tem Sarno acknowledged staff for putting together the Shamrock 5K event. He also spoke about the effort that Council and staff has contributed to speak to the office of County Supervisor Janice Hahn, U.S. House Representative Linda Sanchez, and other offices.

Mayor Martin acknowledged the Council for speaking on behalf of the City to several legislative offices to obtain grants and funds for projects in the City. She acknowledged Public Works for addressing road concerns. She thanked residents for attending the meeting and brought attention to Monique Barraza being acknowledged the previous Saturday.

19. ADJOURNMENT

Mayor Martin adjourned the meeting at 7:22 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

April 18, 2023

CONSENT AGENDA

Approval of Memorandum of Understanding between City of Santa Fe Springs and Empowered 4 Life

RECOMMENDATION:

- Approve a two-year Memorandum of Understanding (MOU) with Empowered 4 Life to provide no cost meals for the City's Teen Program and Summer Lunch Program at City Parks; and
- Authorize the City Manager, Director of Community Services, or designee to execute the MOU.

BACKGROUND

Empowered 4 Life (E4L) is a non-profit organization based in Carson, California that is committed to providing no-cost meals to municipalities, faith-based organizations, and other non-profit organizations in the Southern California area that feed children. E4L has been in operation since 2010. Their primary mission is to help address the issue of food insecurity in the Southern California region. E4L presently provides meals to programs overseen by the City of Bell Gardens and the City of Long Beach and with the Boys & Girls Clubs in Long Beach, Los Angeles, and Whittier just to name some of the organizations and agencies it works with.

E4L's food safe certified staff conveniently prepares the meals in their kitchen following the dietary recommendations of the United States Department of Agriculture (USDA) and delivers them to organizations with whom E4L has contracts for service. In addition to meals, an individual pre-packaged snack is also provided.

E4L has provided the free meal service, uninterrupted, to the City's Teen Program located at The Club in Town Center Hall and supervised by the Parks & Recreation Services Division in the Department of Community Services since February 2016. This service feeds approximately 30 middle school and high school-aged youth daily. For the past two summers, E4L has also been the meal provider for the Free Summer Lunch Program at City parks.

Meals are provided at no cost to the City. In addition, paper goods (plates, napkins, bags, etc.) and utensils for food service and meal consumption are provided at no cost to the City. Staff also receives an annual training, provided by E4L, at no cost to the City. The training covers the requirements that are outlined by the United States Department of Agriculture (USDA), proper food handling and distribution of meals. E4L, the State of California Department of Education (CSDE), or the USDA may come at any time to any location to review the meal service program/operation with an announced or unannounced visit at least three times a year.



City of Santa Fe Springs

City Council Meeting

April 18, 2023

On May 18, 2021, the City entered into a two-year Memorandum of Understanding (MOU) with E4L that commenced on May 19, 2021 and will terminate on May 31, 2023. The MOU before the City Council with Empowered 4 Life would commence on June 1, 2023 and expire on May 31, 2025.

LEGAL REVIEW

The City Attorney has reviewed the MOU between the City of Santa Fe Springs and Empowered 4 Life.

FISCAL IMPACT

Meals are provided to the City at no cost. According to the USDA, the cost of a meal is \$4.15/person and of a snack is \$.97/person. During the summer lunch program, an average of 160 meals are served daily at an approximate cost of \$819 per day. The Teen Program serves an average of 40 meals daily during the school year at Teen Program at a cost of \$205 per day. The estimated value of this MOU is approximately \$40,960 annually. E4L is able to cover the costs related to the service of this meal program through USDA grants administered by the CSDE. As long as the City is in compliance with the stipulations regarding food handling, meal distribution, and program documentation as identified in the MOU, all costs will be burdened by E4L and will not negatively impact the City.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

Attachment 1 – Memorandum of Understanding



VENDOR #:

MEMORANDUM OF UNDERSTANDING BETWEEN THE SPONSORING ORGANIZATION AND THE UNAFFILIATED SITE

THIS AGREEMENT SHALL COMMENCE **JUNE 1ST, 2023** AND CONTINUE FOR A PERIOD OF 24 MONTHS, ENDING ON **MAY 31ST, 2025**, UNLESS PREVIOUSLY TERMINATED AS PROVIDED HEREIN OR AS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IN ADDITION, MEALS AND SNACK SERVICES WILL BE PROVIDED TO ALTERNATE/ADDITIONAL DEPARTMENT OF COMMUNITY SERVICES LOCATIONS UPON THE REQUEST OF THE CITY OF SANTA FE SPRINGS AND APPROVAL OF EMPOWERED 4 LIFE.

BY AND BETWEEN THE CITY OF SANTA FE SPRINGS - TEEN CENTER, HEREINAFTER REFERRED TO AS
UNAFFILIATED SITE

THE CENTER AND EMPOWERED 4 LIFE, HEREINAFTER REFERRED TO AS
SPONSORING ORGANIZATION

THE SPONSORING ORGANIZATION OF AN UNAFFILIATED CENTER.

This permanent agreement specifies the responsibilities of the Sponsor and the Unaffiliated Site as participants in the food program:

THE SPONSOR AGREES TO THE FOLLOWING:

1. Certify that the site **is not currently** enrolled in a food program or under any other sponsoring agency.
2. Accept final administrative and financial responsibility of the food program with no charge to the site.
3. Meet all food program documents and agreements according to the conditions with the state agency, such as filing claims and maintaining all required documentation.
4. Train all sites in the requirements of the food program prior to starting food services. Additional training is required at least annually or when needed. Provide ongoing technical assistance as needed.
5. Conduct on-site monitoring visits at the center during hours of operation at least three times during the year to review the meal service and food program records. **Two of the three reviews must be unannounced (their timing must vary), and one of the two unannounced reviews must include an observation of an actual meal service.** No more than six months can elapse between reviews and new facilities must be reviewed within the first four weeks of operation.
6. Provide meals at **NO COST** to sites that qualify.

7. Furnish paper goods to unaffiliated centers if necessary.
8. Will furnish equipment to keep food and drinks at the correct temperatures if needed.
9. Meal Type: Supper Feeding Time: 3:30 p.m.
Meal Type: Snack Feeding Time: 5:00 p.m.

THE CENTER AGREES TO:

1. Offer the food program to all participants regardless of race, color, national origin, sex, age, or/and disability.
2. Provide organized regularly scheduled activities (i.e., in a structured and supervised environment).
3. Adhere to licensing regulations pertaining to sign-in and sign-out procedures, if applicable.
4. Claim only meals served to enrolled participants in attendance.
5. Claim only meals served after the end of the school day or on weekends or holidays during the school year.
6. Report only one meal per participant at each meal service. Report meals actually served by no more than one meal and one snack per participant per day.
7. Serve meals within the food program meal spacing policy:
 - a. Report only meals served during the part of the day considered appropriate and conventional for the meal being served (i.e. breakfast shall be served in the morning, lunch during the mid-day, and supper shall be served during the evening hours).
 - b. A minimum of two hours shall elapse between the beginning of one meal service and the beginning of another meals service when snacks are served.
 - a. Maintain daily records (and have available for monitor or state review) of:
 - a. Daily attendance rosters or sign-in sheets (Please make sure **ALL** hand written documents are legible)
 - b. Number of at-risk afterschool snacks and/or meals prepared or delivered for each meal service (transport records)
 - c. Daily record of the number of at-risk afterschool snacks and/or meals served at each snack and/or meal service; (form 34)
 - d. Current menus **must be posted** indicating the food items served for the day.
8. Daily records should be kept neatly in the binder provided by Empowered 4 Life, if records are not maintained and recorded daily in binder, food program may/will be suspended.

9. ***Should any meals be disallowed for any reason during an administrative review by the State of California, the Unaffiliated Site is responsible for reimbursing the Sponsoring agency.***
10. Must attend at least one training session annually provided by the Sponsor.
11. Provide a current copy of the license or license-exempt documentation to the Sponsor.
12. The Sponsor, the California Department of Education, or the USDA may come at any time to review the food program operation in this center with an announced or unannounced visits.

The center and employees of this center, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the Sponsor.

All employees of this center understand this is a federal program and that they are responsible for information provided to the Sponsor and that willful falsification or misrepresentation of information on any document may lead to termination from the food program and/or criminal or civil penalties.

BOTH THE SPONSOR AND THE UNAFFILIATED SITE AGREE TO:

1. The right of either to cancel this Agreement for convenience. In which case:
 - a. After notifying the Sponsor, the Sponsor agrees to give the unaffiliated center at least 30 days prior written notice of cancellation actions specifying when said actions shall take place.
 - b. The Unaffiliated Site agrees to give the Sponsor at least 30 days prior written notice of withdrawal or transfer from the program specifying when said actions shall take place.
2. The right of the Sponsor to initiate action to terminate the site's participation in the food program, if the Sponsor deems that the site has committed one or more of the serious deficiencies of the food program policies and procedures. At that time, the site shall be notified of the serious deficiency of the administrative review.

Keep this agreement on file for review upon request by the state agency.

CERTIFICATION		
We agree to comply with the rights and responsibilities outlined in this Agreement for participation in the Food Program, administered by Empowered 4 Life Foundation. We know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.		
AUTHORIZED SIGNATURE OF THE SPONSOR'S AGENCY	NAME AND TITLE (PRINT)	DATE
AUTHORIZED SIGNATURE OF THE UNAFFILIATED SITE	NAME AND TITLE (PRINT)	DATE



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

April 18, 2023

CONSENT AGENDA

Approval for the Restoration of Art Pieces, the Omni, Soaring Dreams, and Dancing Gabrielenos

RECOMMENDATION

- Authorize payment to Silverlake Conservation, LLC for the restoration of the Art Pieces, Omni, Soaring Dreams, and Dancing Gabrielenos.

BACKGROUND

The Heritage Arts Advisory Committee (HAAC), in consultation with experts in the field, are working collectively to facilitate maintenance and conservation of public art in the City of Santa Fe Springs resulting from the Heritage Arts in Public Places (HAPP) Program. Routine maintenance must be performed by qualified, trained personnel and if extraordinary maintenance is required, the artist or a qualified conservator must be retained to repair the artwork.

In late 2021, the City entered into a Professional Services agreement with Silverlake Conservation LLC for the purpose of assessing all art pieces in the City that are part of the Heritage Arts in Public Places program. The assessment encompassed a full examination and condition of the City's artwork, field reports, and a conservation plan.

In October 2022, the HAAC began to review and prioritize restoration of art pieces from the assessment report and identified three City owned art pieces in major need of restoration. These art pieces are the Omni, Soaring Dreams, and Dancing Gabrielenos.

The Omni, located south of Soaring Dreams Plaza, is comprised of a concrete structure with tile surfaces and stainless sheeting. The sculpture is mounted onto a concrete base. The tiles include square, high-fire tiles made with colored inlaid designs and fields of small, gold luster tiles. There are some losses in the tiles on the top of the south-facing side of the sculpture. There is visible cracking and accretions on various parts of the art piece and staining and cracking on the concrete base.

Soaring Dreams, located on the corner of Telegraph Road and Pioneer Blvd. which was once a water feature has powder coated metal children figures mounted on narrow rectangular bases between 6' and 10' high. The figures, slightly smaller than life sized, have surface dirt, bird excrement, and small amounts of copper corrosion. The figure of the smallest child has significant surface loss showing visible corrosion.

The Dancing Gabrielenos located on the corner of Telegraph Road and Santa Fe Springs Road is a powder coated cast iron piece showing significant fading and peeling with iron corrosion on the base.



City of Santa Fe Springs

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The City has received two treatment proposals from Silverlake Conservation LLC and Restoration Art Techs to restore the three pieces. The cost for the restoration from Silverlake Conservation LLC is \$23,800.00 and \$49,960.00 from Restoration Artechs, Inc. These restoration proposals include the scope of work, labor and supplies.

The Heritage Arts Advisory Committee (HAAC) has recommended that the City use Silverlake Conservation LLC. for the restoration of all three art pieces and fund the conservation cost of \$23,800 from the Art in Public Places Program Fund.

FISCAL IMPACT

The total project will cost \$23,800.00 which will be funded through the Heritage Arts in Public Places Program fund 10511001-542050 contractual services. Currently, there is \$53,000 budgeted in this account for the restoration and conservation of artwork.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachments:

1. Silverlake Conservation LLC Treatment Proposal
2. Restoration Artechs Inc. Estimate

**PROPOSAL FOR CONSERVATION TREATMENT OF 3 SCULPTURES
SANTA FE SPRINGS, CA**

Prepared for: Edmund Ramirez
City of Santa Fe Springs

Project: Outdoor Public Art Collection

Date: March 20, 2023

Executive Summary:

Silverlake Conservation was asked to prepare treatment proposals and costs estimates for the conservation of 3 sculptures in the outdoor sculpture collection of the City of Santa Fe Springs. The budget for these projects is summarized here. Detailed condition notes and scopes of work are presented on the following pages.

Budget Summary:

Dancing Gabrieleños by Jane Tuck & Geraldine Waldman

Treatment Cost Estimate:	
Estimated Time: 90 hrs. (x \$100/hr)	\$9,000
Materials and Equipment:	\$1,200
Other:	\$600
Total Cost Estimate:	\$10,800

Soaring Dreams by Dennis Smith

Treatment Cost Estimate:	
Estimated Time: 50 hrs. (x \$100/hr)	\$4,000
Materials and Equipment:	\$600
Mileage	\$300
Other:	\$400
Total Cost Estimate:	\$5,300

Onmi by Dora de Larios

Treatment Cost Estimate:	
Estimated Time: 60 hrs. (x \$100/hr)	\$6,000
Materials and Equipment:	\$500
Mileage	\$400
Other (replacement tiles):	\$800
Total Cost Estimate:	\$7,700

Total Budget: \$23,800

DANCING GABRIELEÑOS

Title of Work: Dancing Gabrieleños
Artist Name: Jane Tuck & Geraldine Waldman
Date of Work: 1997 / 2011
Materials: Bronze
Location: Corner of Telegraph Road and Santa Fe Springs Road
Date of Report: June 30, 2021/updated 10/20/22

**CONDITION:**

Aesthetic Condition: ☐ 1 - Excellent ☐ 2 - Very Good ☐ 3 - Good ☐ 4 - Fair ☒ 5 - Poor
Material Stability: ☐ 1 - Excellent ☐ 2 - Very Good ☐ 3 - Good ☒ 4 - Fair ☐ 5 - Poor

Condition Notes:

The black paint on *Dancing Gabrielenos* is faded and peeling. There is iron corrosion on the base.

TREATMENT PRIORITY:

☒ 1 – Immediate Treatment Required ☐ 2 – At Risk, Treatment Necessary within 3 years
☐ 3 – Visual Reintegration ☐ 4 – Maintenance Only

SCOPE OF WORK:

- Digitally photograph the sculpture before and after treatment.
- Clean all the metal surfaces using a neutral detergent and distilled water.
- Reduce corrosion product on the metal mechanically.
- Fill losses in the metal due to corrosion with a durable, reversible, metal patching mortar.
- Prepare the surfaces for primer and paint using a paint system consistent with the original in color and sheen.
- Clean the base, reduce staining and fill losses.
- Write a report detailing the methods and materials used in this treatment. Any further treatment and maintenance recommendations should be included in this report.

TREATMENT COST ESTIMATE:

Estimated Time: 90 hrs. (x \$100/hr) \$9,000
Materials and Equipment: \$1,200
Other: \$600
Total Cost Estimate: \$10,800

SOARING DREAMS

Title of Work: Soaring Dreams
Artist Name: Dennis Smith
Date of Work: 1993
Materials: Bronze
Location: NE corner
Soaring Dreams Plaza
Date of Report: August 19, 2021/
updated 10/20/22

**CONDITION:**

Aesthetic Condition: ☐ 1 - Excellent ☐ 2 - Very Good ☐ 3 - Good ☒ 4 - Fair ☐ 5 - Poor
Material Stability: ☐ 1 - Excellent ☐ 2 - Very Good ☒ 3 - Good ☐ 4 - Fair ☐ 5 - Poor

Condition Notes:

There are five depictions of children playing. Each is mounted on narrow rectangular bases between 6' and 10' high. The figures are slightly smaller than life sized. There is some surface dirt, guano, and a small amount of copper corrosion visible. The figure of the smallest child has significant surface loss. It is not clear if the metal of this figure and its base has been painted.

TREATMENT PRIORITY:

☒ 1 – Immediate Treatment Required ☐ 2 – At Risk, Treatment Necessary within 3 years
☐ 3 – Visual Reintegration ☐ 4 – Maintenance Only

SCOPE OF WORK:

- Photograph the sculptures and mounts before and after treatment.
- Dry brush the sculptures and mounts to reduce surface particulate matter.
- Clean the sculptures with a neutral detergent and distilled water.
- Reduce surface corrosion with solvents and hand tools.
- Apply wax to all of the metal surfaces and buff with cotton cloths.
- Visually reintegrate sculptures with surface loss with pigmented wax or paint.
- Provide a report that details the methods and materials used in this treatment. The report should include any further treatment and maintenance recommendations.

TREATMENT COST ESTIMATE:

Estimated Time: 50 hrs. (x \$100/hr)	\$4,000
Materials and Equipment:	\$600
Mileage	\$300
Other:	\$400
Total Cost Estimate:	\$5,300

ONMI

Title of Work: Omni
Artist Name: Dora de Larios
Date of Work: 1993
Materials: Ceramic Tile
Location: Soaring Dreams Plaza
Date of Report: August 19, 2021
updated 10/20/22

**CONDITION:**

Aesthetic Condition: ☐ 1 - Excellent ☐ 2 - Very Good ☐ 3 - Good ☒ 4 - Fair ☐ 5 - Poor
Material Stability: ☐ 1 - Excellent ☐ 2 - Very Good ☒ 3 - Good ☐ 4 - Fair ☐ 5 - Poor

Condition Notes:

The sculpture is comprised of a concrete structure with tile surfaces and stainless sheeting. The sculpture is mounted onto a concrete base. The tiles include square, high-fire tiles made with colored inlaid designs and fields of small, gold luster tiles. There are some losses in the tiles on the top of the south-facing side of the sculpture. There is some cracking and some accretions in other areas. There is staining, cracking, and some losses on the concrete base.

TREATMENT PRIORITY:

☒ 1 – Immediate Treatment Required ☐ 2 – At Risk, Treatment Necessary within 3 years
☐ 3 – Visual Reintegration ☐ 4 – Maintenance Only

SCOPE OF WORK:

- Digitally photograph the sculpture before and after treatment.
- Dry brush all of the tile, metal, and concrete surfaces.
- Clean the sculpture surfaces with distilled water and a neutral detergent.
- Reduce surface accretions with solvents and hand tools.
- Fill losses in the tiles and concrete with an inert, reversible patching mortar.
- Tone the patches to mimic surrounding surfaces in color and sheen.
- Polish the metal as needed to visually reintegrate the surfaces.
- Replace missing tiles with glazed ceramic tiles that closely mimic the originals.
- Provide a treatment report that details the methods and materials used. Any further treatment or maintenance recommendations should be included in the report.

TREATMENT COST ESTIMATE:

Estimated Time: 60 hrs. (x \$100/hr)	\$6,000
Materials and Equipment:	\$500
Mileage	\$400
Other (replacement tiles):	\$800
Total Cost Estimate:	\$7,700

Restoration ArTechs, Inc.

6241 Yarrow Drive Ste. C

Carlsbad, CA 92011

(760) 804-5707

info@restorationartechs.com

www.restorationartechs.com



ESTIMATE

ADDRESS

Edmund Ramirez

9255 Pioneer Blvd

Santa Fe Springs, CA 90670

ESTIMATE # 2328**DATE 03/06/2023**

ACTIVITY	SCOPE OF WORK	AMOUNT
Metal Sculpture Restoration	DANCING GABRIELENOS Abrasive blast or mechanical removal of existing surface paints and rust. Apply proprietary rust abatement and control treatment. Fill and sand areas of metal to restore appearance. Apply new finish treatments, paints. Apply caulk bead at base to restrict water access from beneath., 1 @ \$13,665.00	13,665.00
Metal Sculpture Restoration	ONMI Chemically remove calcium deposit from tile and stainless panels. Remove damaged lacquer from stainless panels. Source and install new tile bed and tiles. Restore and Apply new finish treatments, paints., 1 @ \$18,460.00	18,460.00
Bronze Statues	SOARING DREAMS Remove damaged lacquer, cupric oxide and/ or corrosion using chemical/ abrasive means. Repair brown patina as needed. Apply new clear coat finish to all surfaces. 5 sculptures and 5 plinths, 1 @ \$17,835.00	17,835.00

We appreciate the opportunity to work with you. We will do everything within our power to provide excellent customer service and to perform the services requested within the scheduled time frame while meeting the highest quality standards. We look forward to your approval of this proposal and hope to service your needs in the near future.

TOTAL**\$49,960.00**

Your signature acknowledges the disclaimer below and approves Restoration ArTechs, Inc. to perform the work described on this estimate. Please sign and date this form and return it via email or regular mail to schedule services, (see addresses above).

Signature: _____

Your reviews help us improve! Visit us online and tell us how we are doing!

www.yelp.com/biz/restoration-artechs-carlsbad-8

DISCLAIMER: This is a restoration of already damaged surfaces and, as such, Restoration ArTechs, Inc. DOES NOT acknowledge nor will be held responsible for additional damages caused as a result of the restoration effort.

Date: _____

Accepted By

Accepted Date

Your reviews help us improve! Visit us online and tell us how we are doing!

www.yelp.com/biz/restoration-artechs-carlsbad-8

DISCLAIMER: This is a restoration of already damaged surfaces and, as such, Restoration ArTechs, Inc. DOES NOT acknowledge nor will be held responsible for additional damages caused as a result of the restoration effort.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10D

April 18, 2023

CONSENT AGENDA

Custodial Services Agreement with EE Building Maintenance, LLC

RECOMMENDATIONS

That the City Council take the following actions:

- Approve the agreement with EE Building Maintenance to provide Custodial Services; and
- Authorize the Mayor to execute the Agreement on behalf of the City.

BACKGROUND

The City Council, at their meeting of January 24, 2023, directed staff to enter into negotiations on a new agreement with EE Building Maintenance for the Custodial Services of the City's Buildings and Facilities City-wide. The original service agreement term with EE Building Maintenance was for three years, with two, one-year extensions bringing the total length of the agreement to five years pending Council approval of the two, one-year extensions. The current five year service agreement is scheduled to expire on May 31, 2023.

EE Building Maintenance is requesting an 8% increase for the first three years of the new agreement, bringing the new monthly rate to \$59,321.32 from the current \$54,431.93, a monthly increase of \$4,889.39. The requested increase is to due COLA related costs, minimum wage increase and the increase of materials and supplies to perform Custodial Services.

The new agreement with EE Building Maintenance would be for three years, with two, one-year extensions bringing the total length of the extension to five years pending Council approval of the two, one-year extensions.

The scope of services is to provide custodial services for the City's buildings and park picnic areas. Services are provided after-hours and during the day by Day Porters. The new agreement contains an updated scope of services in line with the City's current needs.

FISCAL IMPACT

Funding for custodial services is provided as part of the Public Works budget. The proposed 8% increase will be accounted for in Fiscal Year 2023/2024 Public Works budget.

INFRASTRUCTURE IMPACT

Custodial services of the City's facilities is required for the safety and welfare of residents and employees.

Report Submitted By: Yvette Kirrin, Interim Director
Department of Public Works

Date of Report: April 13, 2023



Tom Hatch
Interim City Manager

Attachments:

1. Custodial Services Agreement
2. EE Building Maintenance Proposal Letter
3. New Janitorial Fees FY 23/24

THE CITY OF CITY OF SANTA FE SPRINGS

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1st day of June, 2023, by and between the City of Santa Fe Springs, a municipal corporation (“City”), and EE Building Maintenance, LLC (“Contractor”).

RECITALS

WHEREAS, the City desires to employ the Contractor to provide custodial services for the City’s facilities; and

WHEREAS, the City has determined that the Contractor is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The Contractor represents that all services required hereunder will be performed directly by the Contractor.

2. **SCOPE OF SERVICES**

The Contractor will perform services as set forth in the Scope of Services attached hereto as Exhibits A-1 through A-4 and incorporated herein by this reference.

The City may unilaterally, or upon request from the Contractor, from time to time reduce or increase the Scope of Services to be performed by the Contractor under this Agreement. Upon doing so, the City and the Contractor agree to meet in good faith to discuss changes in services and compensation shall be based on the established fee schedule. Such changes shall be set forth in writing.

3. **PROJECT COORDINATION AND SUPERVISION**

The City shall designate the Director of Public Works or his designee as a Contract Administrator to monitor the progress and execution of this Agreement. The Contractor shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Contractor.

4. **COMPENSATION AND PAYMENT**

The Contractor shall be compensated a base monthly amount of \$59,321.32 for services rendered pursuant to this Agreement, in accordance with the fee schedules attached hereto as Exhibits B-1 through B-3 and incorporated herein by this reference. The Contract Administrator will review and approve the invoice for payment of services rendered consistent with the Agreement. If after written notice to the Contractor of any deficiencies in the work, or of failure to comply with the Agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

Invoices will be processed monthly for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Agreement as determined by the Contract Administrator.

Any extra work performed beyond the work described in the Scope of Services shall not be performed without prior authorization from the Contract Administrator or their designee. Compensation for Emergency or Call-out work shall be compensated based on the Contractor's hourly rate schedule which is made a part of this Agreement by reference.

In the event any City building or facility is not usable for any reason, including but not limited to acts of nature, vandalism, construction or renovation and is deemed out of use, the Contractor shall not be compensated for the period cleaning services are not provided. If a portion of any building or facility is partially out of use, the City and the Contractor shall negotiate the cost of providing limited cleaning services.

5. **LENGTH OF AGREEMENT**

The term of this Agreement shall be for three (3) years from the effective date of this Agreement. The AGENCY reserves the right to renew the Agreement for an additional two (2) one-year terms at the end of the first term based on performance and approval by the City Council.

Contractor reserves the right to request from the City Council a cost-of-living increase to the compensation for each of the two (2) one-year terms if the Agreement is renewed at the end of the first term.

6. **INDEPENDENT CONTRACTOR**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Contractor nor the Contractor's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the Contractor without the prior written consent of the City. Nothing herein contained is intended to prevent the Contractor from employing or hiring as many employees, or subcontractors, as the Contractor may deem necessary for the proper and efficient performance of this

Agreement. All agreements by Contractor with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

7. **CONTROL**

Neither the City nor its officers, agents or employees shall have any control over the conduct of the Contractor or any of the Contractor's employees except as herein set forth, and the Contractor expressly agrees not to represent that the Contractor or the Contractor's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Contractor, its agents, servants, and employees are as to the City wholly independent contractors and that the Contractor's obligations to the City are solely such as are prescribed by this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of Santa Fe Springs, whether now in force or subsequently enacted. The Contractor, and each of its subcontractors, shall obtain and maintain a current City of Santa Fe Springs business license prior to and during performance of any work pursuant to this Agreement.

9. **LICENSES, PERMITS, ETC**

The Contractor represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Contractor represents and covenants that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Contractor to practice its profession.

10. **STANDARD OF CARE**

The Contractor in performing any services under this Agreement shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's trade or profession currently practicing under similar conditions and in similar locations. The Contractor shall take all special precautions necessary to protect the Contractor's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

All work shall be performed in accordance with the service level standards and schedule identified in the Scope of Work as to maintain the sanitary conditions, aesthetic appearance, safety and usefulness of the City buildings and facilities. Standards and frequencies may be modified from time to time as deemed necessary by the City for proper maintenance of these areas.

The Contractor must employ sufficient personnel to perform all work as described in this Agreement at the various buildings and facilities.

The Contractor shall furnish all labor, equipment and required custodial materials, chemicals, and all other cleaning supplies needed to maintain all contracted areas to a level acceptable to the City. All materials are subject to City approval.

The Contractor shall provide all necessary vehicles for transportation and related duties. Contractor's vehicles must be maintained in top condition and identified with a company logo. The Contractor shall make arrangements for back-up equipment in the event primary equipment become inoperable to assure that all work activities are completed as scheduled.

Unless disclosed in writing prior to the date of this agreement, the Contractor warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Contractor professional performance or the furnishing of materials or services relating thereto.

11. **NON-DISCRIMINATION PROVISIONS**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Contractor will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the City setting forth the provisions of this non-discrimination clause.

12. **INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to defend, indemnify, and hold harmless the City of Santa Fe Springs, and its officers, employees, and agents, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Contractor's performance of this Agreement and/or out of the operations conducted by the Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the Contractor's performance of this Agreement and/or its operations, the Contractor shall provide a defense to the City indemnitees or at the City's option reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

13. **INSURANCE**

The 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 incorporated herein by this reference.

14. **LEGAL FEES**

If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

15. **MEDIATION/ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Santa Fe Springs, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in Santa Fe Springs, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

16. **CANCELLATION OF AGREEMENT**

If at any time in the opinion of the Contract Administrator the Contractor has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof in writing will be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Contract Administrator, within the time specified in such notice, the City in such case shall have the power to terminate the Agreement and shall notify the Contractor, in writing, 30 days prior to cancellation.

17. **NOTICES**

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City: Kevin Periman
Municipal Services Manager
City Of Santa Fe Springs
11710 Telegraph Road
City Of Santa Fe Springs, CA 90670-3679

To the Contractor: Esmeralda Elizarraraz
EE Building Maintenance
11720 Marquardt Ave.
Whittier, CA 90605

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

18. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**

During the term of this Agreement, the Contractor shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of Santa Fe Springs. The Contractor also agrees not to specify any product, treatment, process or material for the project in which the Contractor has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Contractor shall at all times comply with the terms of the Political Reform Act and the City of Santa Fe Springs Conflict of Interest Code. The Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code Section 87103. The Contractor represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

19. **ELECTRONIC SIGNATURES**

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

CONTRACTOR

Esmeralda Elizarraraz, Owner/Manager

CITY OF SANTA FE SPRINGS

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

EXHIBIT A-1

SCOPE OF SERVICES

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals to provide facility cleaning and maintenance services as set forth in the Standard Services, Facilities Descriptions, and Special Provisions listed below. The Contractor shall supply all materials needed and perform all work necessary to complete the services in manner acceptable to the City.

STANDARD SERVICES

The intent of these specifications is to define the high level of performance expected for janitorial services established in the Agreement.

- The CONTRACTOR shall provide a list of all company paid Holidays. All CITY Holidays that are not CONTRACTOR paid Holidays shall be considered workdays at the regular straight time pay rate. Those days shall be utilized for extraordinary maintenance, such as stripping and waxing, carpet cleaning, polishing furniture, and other custodial activity not easily accomplished while the buildings are open to the public.
- The following days are designated by the CITY as non-working days (Holidays):
 1. New Year's Day
 2. Martin Luther King Jr.'s Birthday
 3. Lincoln's Birthday
 4. Presidents' Day
 5. Cesar Chavez's Birthday
 6. Memorial Day
 7. Juneteenth
 8. Independence Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day after Thanksgiving
 12. Christmas

Holidays may be added or deleted as Designated by the City.

FACILITIES – INTERIOR SERVICES

Daily Maintenance Services:

1. Remove dust with a chemically treated dust cloth from desks, chairs bases, table rungs, clocks, counters, ledges, windowsills, and any other areas where dust accumulates (3 times weekly).

2. Remove dust from office desk accessories, equipment, telephone and fixtures while not disturbing papers (On request per employee with "Clean My Desk Cards").
3. Dust cobwebs, on window ledges, appliances, air conditioning vents, chairs and any other areas where dust / cobwebs accumulate.
4. Wash counter, desktops, and glass tabletops to remove fingerprints and coffee stains, food and dirt.
5. Remove finger marks from walls, doors, doorframes, file cabinets, light fixtures and cubicle partitions. (3 times weekly)
6. Clean and sanitize drinking fountains.
7. Clean all glass doors, windows adjacent to counters and door windows.
8. Maintain janitor closets in a clean, neat and orderly manner.
9. Turn off lights except those designated to be left on.
10. Refill towel dispensers.
11. Remove all gum and other substances.
12. Remove minor graffiti, report extra excessive graffiti to Supervisor immediately.
13. Clean/disinfect all telephones with germicidal spray.
14. Any other work as assigned by CITY
15. Turn security systems on and off and lock up buildings as designated by the City.

Weekly Maintenance Services:

1. Dust/clean mini and vertical blinds. (Every 2 weeks)
2. Dust / clean A/C vents. (Every 2 weeks)
3. Perform all high dusting beyond normal reach.

Monthly Maintenance Services:

1. Wash all wastebaskets with germicidal soap and water as needed.

Bi-Annual Maintenance Services:

1. Polish all desks, bookshelves, paneling and all other wood furnishings with lemon oil or pre-approved equal.

RESTROOM MAINTENANCE FOR ALL BUILDINGS AND FACILITIES

Daily Maintenance Services:

1. Empty and clean all waste paper receptacles.
2. Empty sanitary napkin containers and replace inserts.
3. Wash all tops and undersides of toilets seats with germicidal solution.
4. Refill and clean soap dispensers.
5. All toilet bowl and urinals shall be cleaned inside and outside, all stains and ring removed, and thoroughly sanitized.
6. Refill toilet seat covers dispensers.

7. Clean and polish all mirrors, dispensers, as needed.
8. Refill toilet tissue dispensers.
9. Dust partitions, tops plumbing fixtures, walls and tile cove bases.
10. Remove fingerprints and writings from partitions and walls.
11. Clean washbasins inside and out and rinse walls around wash basins and towel cabinets.
12. Baseboard shall be wiped after mopping.
13. Remove dust from exhaust vents.
14. Damp wipe and polish chrome and metal.
15. Check / fill / replace automatic deodorizers. (weekly)
16. Machine scrub/damp mop all floors with germicidal solution thoroughly, cleaning all tile grout and re-wax where needed. (monthly)

SHOWER MAINTENANCE

Daily Maintenance Services:

1. Wash and disinfect showers, sanitizing completely and apply fungicide.
2. Clean tile walls and floors.
3. Clean all glass and polish all fixtures.
4. Clean and polish all shower stalls and doors.

LOCKER ROOM MAINTENANCE

Daily Maintenance Services:

1. Sanitize floor
2. Sanitize showers and floor tile surfaces and locker doors
3. Clean counters
4. Empty trash cans

FLOOR FINISHING FOR ALL BUILDINGS AND FACILITIES

Sweep and mop all hard surface floors with specially treated mop.

Daily Maintenance Services:

1. Mop with chemically treated dust mop all compositions and cement floors.
2. Sweep and mop all tile and cement floors with appropriate chemicals.
3. Vacuum all carpeting daily with agitation bar.
4. Vacuum all stairways
5. Shake out and vacuum all doormats.
6. Spot clean carpets to remove spillage and stains.
7. Mops shall be kept clean and replaced as needed. Mop water shall be disposed of immediately and only in approved basins.
8. Kitchens and restroom mops must be designated and used only for the respective areas.
9. All tile/linoleum floors shall be damp mopped with cleaning solutions daily
10. Lobby floors to be mopped daily and spray buffed with high-speed floor

machine.

Weekly Maintenance Services:

1. Vacuum-clean all upholstered furniture including under cushions (a minimum of every 2 weeks).
2. Spray buffed as needed to keep floors shiny (minimum of every 2 weeks).
3. Crevice vacuum all carpeted areas including stairways.

Quarterly Maintenance

1. Floor shall be stripped and waxed quarterly or as floor conditions warrant. The floors will be waxed with a minimum of 3 coats with the exception of Town Center Hall that requires a minimum of 5 coats.

KITCHEN AREAS

Mondays and Fridays:

1. Empty/clean/sanitize all trash containers.
2. Sweep/dust mop/damp mop/ sanitize/clean tile grout.
3. Dust/remove cobwebs on window ledges, appliances, air conditioning vents, chairs, and other areas where dust/cobwebs accumulate.
4. Clean and polish inside and outside of microwave ovens. (1 time per week)
5. Clean outside of all ovens and refrigerators. (1 time per week)
6. Clean and sanitize all exterior of all appliances
7. Interior of appliances shall be cleaned as requested after appliances have been emptied.
8. Wash/sanitize all sinks, floor sinks, grease traps, and counter areas.
9. Wash down all ceramic tile walls and counters.
10. Clean all glass serving windows.
11. Clean/sanitize floor mats.
12. Clean floors under all appliances.

Weekly Maintenance Services:

1. Spray buff all linoleum/vinyl tile floors.
2. Clean all exhaust hoods inside and out.
3. Clean all exhaust hood filters.

Quarterly Maintenance Services:

1. Strip and wax linoleum/vinyl tile floors (or more often as needed)

FORMAL PICNIC AREAS

Daily Maintenance Services:

1. Empty all trash cans, replace liners.

2. Wash off spills from table tops, food service areas, trash cans, and lids, and patio floors.
3. Hose down all of the areas above and dry off tables.
4. Clean all barbeque grills remove all charcoal.
5. Thoroughly clean all sinks.

These areas are heavily used during summer weekends and Monday through Friday for summer day camp programs. These areas must be cleaned and ready prior to 9:00 a.m. Failure to have a formal picnic area cleaned and ready for public use by that time will result in a deduction of a minimum of \$200 plus any permit fees refunded and staff labor costs.

EXTERIOR MAINTENANCE (Parks and Plazas)

Daily Maintenance Services:

1. Clean all buildings and restrooms as per "Standard Services".
2. Empty trash cans and clean lids from all parks, Parkettes, walkways, Plazas, etc. daily, including Saturday, Sunday and Holidays. No service is required on Thanksgiving Day and Christmas Day.
3. Blow off building entry ways daily.
4. Blow off sidewalks, bleachers, tables, benches, gazebos, umbrellas at all facilities, except City Hall and the Municipal Service Yard.
5. Completely wipe down all patio furniture.
6. Wash spots, spills, stains, as needed.
7. Clean all formal permit picnic areas as per Formal Picnic Area Standard Services.
8. Blow off dugout and pick up trash on all Athletic Fields.
9. Remove minor graffiti.
10. Wash exterior walls and doors as needed.
11. Keep horseshoe pit area clean where applicable – Little Lake, Los Nietos, and Santa Fe Springs Park.
12. Pick up papers and trash from Parks and Parkettes.
13. Clean all parking lots.
14. Clean all barbecues.
15. Refill hand sanitizer dispensers every morning at all Parks and Parkettes.
16. Provide and refill Dog Waste bags at all Parks and Parkettes.

LITTER PICK UP

Weekly Maintenance Services:

1. Wash entry mats, sidewalks and concrete areas around buildings
2. Pick up trash and wash down trash enclosures
3. Rake playground sand smooth, hose off surfacing.
4. Remove trash & debris from playground areas.

DAY PORTERS

“Day Porters” perform different types of work as requested by the Facilities Supervisor and may be used to perform routine specified duties when not assigned specific tasks. Day Porters are in addition to facility custodians and must be assigned as follows:

One main Day Porter to oversee all of items below, Two assistant Day Porters to work as needed.

DAY PORTER – CITY HALL / WELLNESS CENTER

Daily Maintenance Services:

1. Clean/dust north offices, hallways, Council Chambers per specifications (Night crew to vacuum, clean and clean restrooms)
2. Clean City Hall east and west front entrances.
3. Clean east and west City Hall front entrance glass.
4. Check lobby area and pick up/clean as needed throughout the day.
5. Check all restroom, restock, touch-up, pick up debris, remove minor graffiti, and damp mop spills. Report any damages.
6. Place floor mats in lobby during rain storm and eliminate wet areas. (Day Porters)
7. Clean glass doors and windows north hallways, and west entrance by Engineering.
8. Clean, dust, wash dishes between meetings in Council Conference room.
9. Clean lunch room counters, sinks, appliances, and wipe tables and chairs clean.
10. Keep “Veteran’s Memorial Fountain” clean and polished.
11. Check with front receptionist throughout the day for service requests.
12. Clean outside trash cans and lids.
13. Clean light globes (round) outside of City Hall, Library, & Town Ctr. Hall.
14. Turn off all coffee pots and wash them before leaving.
15. Any additional work assigned by the City or Contractor with City approval.
16. The CONTRACTOR shall provide a Utility Person with transportation, Monday through Sunday between the hours of 8:00am and 5:00pm to service heavily used buildings and facilities and to perform facility setups as directed by the CITY. This Facility Person must speak fluent English.

Monthly Maintenance Services:

1. Clean light poles and globes.

DAY PORTER – LIBRARY/TOWN CENTER HALL

Daily Maintenance Services:

1. Check all restrooms, restock, touch-up, pick up debris, remove minor graffiti and damp mop spills. Report any damages.

2. Empty large trash cans during/after functions and replace liners.
3. Clean front entrance doors and windows.
4. Clean front entry area.
5. Clean patron chairs.
6. Check with designated staff for service requests.
7. Set up meeting rooms requested.
8. Check trash bin enclosure and pick up any trash/debris on the ground.
9. Any additional work assigned by City or Contractor with City approval.

Monthly Maintenance Services:

1. Clean light poles and globes.

DAY PORTER – AQUATIC CENTER

Daily Maintenance Services:

1. Clean each meeting room between uses.
2. Clean all entrances areas and mats.
3. Clean picnic tables, benches, barbecues, and pick up trash/debris, remove minor graffiti and damp mop spills. Report any damages.
4. Any additional work assigned by City or Contractor with City approval.

DAY PORTER – CLARKE ESTATE / POLICE SERVICES CENTER

Daily Maintenance Services:

1. Check with staff for service requests.
2. Check all restrooms, restock, touch-up, pick up debris, remove minor graffiti and damp mop spills. Report any damages.
3. Clean all entrance areas and mats.
4. Check with designated staff for service requests.
5. Any additional work assigned by City or Contractor with City approval

DAY PORTER – ACTIVITY CENTER

Daily Maintenance Services:

1. Check all restrooms, restock, touch-up, pick up debris, remove minor graffiti and damp mop spills. Report any damages.
2. Clean all entrance areas and mats.
1. Check with designated staff for service requests.
2. Any additional work assigned by City or Contractor with City approval.

DAY PORTER – HERITAGE PARK

Daily Maintenance Services:

1. Clean building, offices, and restrooms, per Standard Services.

2. Clean bird droppings off benches, signs and railings.
3. Clean picnic tables, umbrellas, benches and chairs.
4. Pick up and remove trash from concession area prior to 10:00am and after 2:30pm.
5. Dust mop all wood floors.

Weekly Maintenance Service:

1. Wash down Native American Exhibits.
2. Wash/clean 2nd story railing and plexiglass on water tower.
3. Sweep and wash down concrete, trash enclosure and maintenance area.
4. Clean out barbecue.
5. Wash down Concession area and barbecue.
6. Damp mop all wood floors with disinfectant.

DAY PORTER – GUS VELASCO NEIGHBORHOOD CENTER Daily Maintenance Services:

1. Check all restrooms, restock, touch-up, pick up debris, remove minor graffiti and damp mop spills. Report any damages.
2. Empty large trash cans during/after functions and replace liners.
3. Clean front entrance doors and windows.
4. Clean front entry area.
5. Clean patron chairs.
6. Check with designated staff for service requests.
7. Set up meeting rooms requested.
8. Check trash bin enclosure and pick up any trash/debris on the ground.
9. Rake/Blow off Plaza area daily.
10. Any additional work assigned by City or Contractor with City app

FACILITY NAME AND DESCRIPTION

This section lists the buildings, facilities and parks that are to be maintained to the standards and specifications as stated in the “Standard Service” provisions of the Agreement. The following are the building, facilities and parks to be maintained:

BUILDINGS AND FACILITIES

	<u>Facility</u>	<u>Building Sq.Ft.</u>	<u>2nd Story Sq.Ft.</u>
1.	Activity Center	15,600	1,860
2.	Aquatic Center	5,004	
3.	Betty Wilson Center Includes Lake Center Athletic Park Building	8,170	

4.	Center Court Building	1,200	
5.	City Hall	22,080	
6.	Clarke Estate	5,600	1,904
7.	Community Gardens	65	
9.	Heritage Park	7,044	
11.	Library	14,100	
12.	Little Lake Buildings	3,312	
	Little Lake Baseball Building	832	
13.	Los Nietos Recreation Building	1,968	590

BUILDINGS AND FACILITIES

	<u>Facility</u>	<u>Building Sq.Ft.</u>	<u>2nd Story Sq.Ft.</u>
14.	Neighborhood Center	11,410	
15.	Police Service Center	5,009	2,658
16.	Municipal Service Yard	5,800	
	Signals Office	5,600	
	Police Staging	2,852	
	Garage		
	Facilities Office		
17.	Santa Fe Springs Athletic Fields Buildings	3,136	
18.	Santa Fe Springs Park Building	1,008	
19.	Town Center Hall	16,940	
20.	Wellness Center (11'x44')	484	

PARKS

	<u>Park</u>	<u>Gross Acreage</u>
1.	Heritage Park	6.10
2.	Heritage Springs Bridge	.56
3.	Heritage Springs Sculpture Garden	1.78
4.	Lake Center Athletic Park	17.87
5.	Lakeview Park	6.62
6.	Little Lake Park	19.73
7.	Los Nietos Park	11.23
8.	Santa Fe Springs Park	12.50
9.	Santa Fe Springs Athletic Fields	7.95

SPECIAL PROVISIONS

These Special Provisions address the unique aspect of each building, facility or park. This will identify specific areas that are to be maintained in addition to the Standard Services.

ACTIVITY CENTER

Daily Maintenance Services:

1. Clean building and restrooms per Standard Services.
2. Boxing Room
 - Damp mop floor with disinfectant solution.
 - Remove trash.
 - Clean mirrors.
3. Gym Floor
 - Dust Mop.
 - Damp mop with mild cleaning solution.
4. Weight Room
 - Clean mirrors.
 - Wipe down seats, handles, and benches with disinfectant.
 - Vacuum stairway.
 - Mop floors with disinfectant solution.

5. Racquetball Courts
 - Clean windows.
 - Dust mop floor.

Weekly Maintenance Service:

1. Bleachers
 - Remove trash.
 - Remove gum, candy, etc.
 - Wipe down seating areas with disinfectant solution.
2. Racquetball Courts
 - Damp mop with cleaning solution.
3. Clean Basketball Backboards

Bi-Annual Maintenance Services

1. Remove dust from air conditioning vents and I-beams.

AQUATIC CENTER

Daily Maintenance Services:

1. Clean building and restrooms per Standard Services.
2. Picnic area, per Formal Picnic Area Standard Services and completed for permits.
3. Front Entrance Lobby
 - Clean windows.
 - Mop floors.
 - Empty trash
4. Classroom
 - Clean windows.
 - Mop floor.
 - Clean counters.
 - Clean table tops and chairs.
5. Guard Locker Room
 - Sanitize floor.
 - Clean counters.
 - Empty trash.
6. Locker Rooms
 - Sanitize showers and floor tile surfaces.

Weekly Maintenance Service:

1. Snack Shack/Kitchen, per Kitchen Standard Services 2 times per week Monday and Friday.

BETTY WILSON CENTER/LAKE CENTER ATHLETIC PARK

Daily Maintenance Services:

1. Clean offices, activity rooms, recreation room, and restrooms per Standard Services.
2. Clean kitchen/Snack Shack, per Kitchen Standard Services. **(Mon/Fri)**
3. Clean exterior, per Exterior Standard Services.

Weekly Maintenance Service:

1. Clean patio/barbecue area, per Formal Picnic Area Standard Services.

CITY HALL / WELLNESS CENTER

Daily Maintenance Services:

1. Clean building, offices and restrooms, per Standard Services.
2. Wipe down exterior handrails at entry-ways.
3. Sweep exterior entry-ways.
4. Sweep, scrape fruit at west entry ramp, steps, and landing area.
5. Clean granite and plaques at Veteran Fountain.
6. Clean restroom, shower, and locker room, per Standard Services.
7. Weight room, wipe down weight equipment, sanitize restroom, mop floor with disinfectant solution.

Weekly Maintenance Service:

1. Clean Council Chambers, Council Conference Room, Mayor and Council offices prior to Council Meetings.
2. Clean light globes around the exterior of City Hall.

CLARKE ESTATE

Daily Maintenance Services:

1. Clean building, offices, and restrooms, per Standard Services.
2. Clean kitchen per Kitchen Standard Services.
3. Schedule carpet cleaning, floor care, etc. on days without events or meetings.
4. Pick up trash on grounds, parking lots, driveways and empty all trash containers.

COMMUNITY GARDENS

Daily Maintenance Services:

1. Clean restrooms, per Standard Services.

HERITAGE PARK SCULPTURE GARDEN

Daily Maintenance Services:

1. Clean exterior, per Exterior Standard Services.
2. Clean artwork, per Art Conservation Maintenance Program.

LAKEVIEW PARK

Daily Maintenance Services:

1. Clean buildings and restrooms, per Standard Services.
2. Clean picnic area, per Formal Picnic Area Standard Services.
3. Clean exterior areas, per Exterior Standard Services.

LIBRARY

Daily Maintenance Services:

1. Clean offices, activity room and restrooms, per Standard Services.
2. Clean/ pick up trash exterior entrance area, sweep and mop spills as needed.

Weekly Maintenance Services:

1. Clean light globes around building and in plaza.
2. Wash down exterior entry area and mat.

LITTLE LAKE PARK

Daily Maintenance Services:

1. Clean office, recreation room and restrooms, per Standard Services.
2. Clean kitchen/snack shack, per Kitchen Standard Services.
3. Clean picnic/patio area, per Formal Picnic Area Standard Services.
4. Clean exterior, per Exterior Standard Services.

LOS NIETOS PARK

Daily Maintenance Services:

1. Clean building and restrooms, per Standard Services.
2. Clean kitchen/snack shack, per Kitchen Standard Services.
3. Clean picnic/patio area, per Formal Picnic Area Standard Services.
4. Clean exterior, per Exterior Standard Services.

MUNICIPAL SERVICES YARD

Municipal Service Yard Offices

Daily Maintenance Services:

1. Clean main building, garage, facilities, water offices, restrooms and kitchen area, per Standard Services

Traffic Signals Office

Daily Maintenance Services:

1. Clean offices, restrooms, per Standard Services.

Police Staging Area

Daily Maintenance Services:

1. Clean offices, restrooms, showers, and locker room, per Standard Services.
2. Weight room, wipe down weight equipment, sanitize restroom, mop floor with disinfectant solution.

GUS VELASCO NEIGHBORHOOD CENTER

Daily Maintenance Services:

1. Clean building and restrooms, per Standard Services.
2. Clean kitchen, per Kitchen Standard Services.

Weekly Maintenance Services:

1. Blow off and wash down trash enclosure.
2. Wash globes.
3. Wash/wipe down exterior bench.
4. Blow off and wash down gated air conditioning areas to the north and south of the Senior Services entrance.
5. Blow off and wash down north gated storage area 2 times per week.

POLICE SERVICE CENTER

Daily Maintenance Services:

1. Clean building and restrooms, per Standard Services.
2. Clean exterior areas per Exterior Standard Services.

SANTA FE SPRINGS ATHLETIC FIELDS

Daily Maintenance Services:

1. Clean building and restrooms, per Standard Services.
2. Clean kitchen/snack shack, per Kitchen Standard Services.
3. Clean exterior, per Exterior Standard Services.

SANTA FE SPRINGS PARK

Daily Maintenance Services:

1. Clean building and restrooms, per Standard Services.
2. Clean picnic/patio area, per Formal Picnic Area Standard Services.
3. Clean exterior, per Exterior Standard Services.

TOWN CENTER HALL

Daily Maintenance Services:

1. Clean building, offices, activity rooms and restrooms, per Standard Services.
2. Clean kitchen, per Kitchen Standard Services.
3. Clean/pick up trash in exterior area. Remove trash, clean trash container, sweep/mop up spills as needed.

Weekly Maintenance Services:

1. Wash down exterior entrance, trash enclosure, picnic benches, entry mat and concrete.
2. Clean light globes around building and in plaza.

EXHIBIT A-2

DAILY STANDARD CLEANING SERVICES – ALL FACILITIES

1. Furniture and Equipment - shall be free of dust, cobwebs and soil. This shall include the elimination of cleaner residue, streaks and film.
2. Telephones - shall be free of dust and soil. The cradle, earpiece & mouthpiece should be sanitized.
3. Lamps - shall be free of dust, cobwebs and soil. This shall include the elimination of streaks, cleaner residue and film.
4. Mats and Carpets - shall be free of spots, stains, gum, dirt and debris. Adjoining walls, doors and floor surfaces shall be free of dust, soil and cleaner residue.
5. Glass and Metal Surfaces - shall be streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
6. Corners/Thresholds - shall be free of dust, cobwebs soil, finish build-up and debris.
7. Floors and Cove bases - shall be free of dust, cobwebs, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the City. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. Floors shall be stripped and waxed quarterly or as floor conditions warrant.
8. Walls and Fixtures - shall be free of dust, cobwebs, and soil. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.
9. Water Fountains - shall be free of dust, cobwebs, and soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine.
10. Dispensers - shall be free of dust, and soil. These surfaces shall be cleaned and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
11. Hardware - shall be free of dust, soil, bacteria and scale. Bright work shall cleaned, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

12. Sinks and Countertops - shall be free of dust, bacteria, soil, cleaner residue and soap film. This shall include the elimination of streaks, embedded soil, film and water spots.
13. Park Sinks – shall be cleaned daily.
14. Mirrors - shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.
15. Toilets and Urinals - toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale. Fixtures shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
16. Dispensers – toilet seat cover and soap dispensers should be refilled as needed.
17. Urinals – Waterless urinal cartridges shall be replaced as needed based on usage.
18. Restroom Partitions - shall be free of dust, cobwebs, soil and graffiti. Partitions shall be cleaned, disinfected and polished-dry. This shall include the elimination of streaks and film.
19. Showers – tile walls and floors shall be washed, disinfected, and sanitized. Shower stalls, fixtures, glass and doors shall be cleaned and polished.
20. Locker Rooms – sanitize showers and floor tile surfaces and locker doors, and clean counters.
21. Kitchen Areas – clean and sanitize all appliances, sinks, floor sinks, grease traps, counter areas, ceramic tile walls, glass serving window and exhaust hoods and filters.
22. Waste Containers - contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.
23. Air Vents - shall be free of dust, cobwebs, and soil. This also pertains to air distribution units and exhaust vents.
24. Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.
25. Light Fixtures - shall be free of dust, cobwebs, and soil.
26. Ceilings – All cobwebs shall be removed.

27. Trash Removal/Trash Containers - Contractor shall facilitate the City's waste recycling program that requires each building occupant to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose, by the City. The contractor shall empty recyclable and non-recyclable waste into designated containers. Contractor shall comply with AB341. Waste removal shall be to containers designated by the City and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.
28. Formal Picnic Areas – clean table tops, food service areas, patio floors, barbeque grills, and sinks.
29. Parks and Plazas - clean all buildings, restrooms, sidewalks, bleachers, tables, benches, dugouts, gazebos, umbrellas, and playground areas.
30. Exercise Rooms, Boxing Rooms, Weight Rooms, Racquet Ball Courts, Indoor basketball courts – clean room surfaces, equipment surfaces with disinfectant cleaning solution.
31. Playground Equipment – clean playground equipment surfaces and play surfaces.
32. Outdoor Basketball Courts – clean basketball court surfaces.
33. Exterior Walkways – clean exterior walkway surfaces with handheld blowers or power wash as required.
34. Tennis Courts- Clean tennis court surfaces with hand held blower- remove waste as required.
35. Refill Liquid Hand held Soap Sanitizers at Santa Fe Springs Park, Los Nietos Park, Lakeview Park, Lake Center Athletic Fields (Jersey Field) , Little Lake Park, Davenrich Parkette, Longworth Parkette, and Bradwell Parkette. Liquid Hand Sanitizer will be filled once a day in morning. Liquid hand sanitizer will be supplied by Contractor.
36. Provide and install dog waste bags at all City parks and parkettes.

EXHIBIT A-3

CITY FACILITIES AND CUSTODIAL SERVICES SCHEDULE

Facility/Features	Building Size (Sq. Ft.)	No. of Rest-rooms	Cleaning Schedule	Day Porter Schedule
Activity Center ♦ 11155 Charlesworth Road <ul style="list-style-type: none"> • 2nd Story • Boxing Room • Weight Room • Indoor Basketball Court 	17,460	2	Mon-Fri 6:00pm Note: Indoor Basketball Court only	Day Porter 7:30am-4:00pm
Aquatic Center ♦ 10145 Pioneer Boulevard <ul style="list-style-type: none"> • Locker Rooms • Showers • Picnic Area 	5,004	2	Mon-Fri 6:00pm (Season: June-September) Off-Season: Bi-Weekly	Day Porter 7:30am-4:00pm Off-Season: No Porter Services
Betty Wilson Center ♦11641 Florence Avenue <ul style="list-style-type: none"> • Kitchen • Snack Bar 	8,170	4	Mon-Sun 6:00 PM	No
City Hall ♦ 11710 E. Telegraph Road <ul style="list-style-type: none"> • Kitchen • Basement 	22,080	9	Mon-Tue-Wed-Thur 6:00 PM Every Other Friday 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
City Library ♦ 11700 E. Telegraph Road <ul style="list-style-type: none"> • Kitchen • Reading Garden • Community Room Space (old Tierra Mia) 	14,581	4	Mon-Sat 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
Clarke Estate ♦10211 Pioneer Boulevard <ul style="list-style-type: none"> • 2nd Story • Kitchen 	7,504	4	Mon-Sun 6:00 PM	No
Community Gardens Restroom ♦ Pioneer Boulevard	65	2	No Night Services	Day Porter Mon- Fri 7:30-4:00pm

Fire Station No. 1 Headquarters ♦ 11300 Greenstone Avenue <ul style="list-style-type: none"> • Offices • Conf. Rooms 	3,325	4	Tues & Friday 6:00 PM	No
Gus Velasco Neighborhood Center ♦ 9255 S. Pioneer Boulevard <ul style="list-style-type: none"> • Offices • Meeting Rooms (2) • Kitchens (2) • Fitness Room 	25,920	6	Mon-Sun 6:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
Heritage Park Buildings ♦ 12100 Mora Drive <ul style="list-style-type: none"> • Train Depot • Caboose • Carriage Barn • Ranger Station • Tank House • Conservatory • Café (Once every two weeks) 	7,044	4	No Night Services	Day Porter Sun-Sat 7:30am-4:00pm
Heritage Park Sculpture Garden ♦ Mora Drive <ul style="list-style-type: none"> • Artwork 	7,000*	0	No Night Services	Day Porter Mon-Fri 7:30am-4:00pm
Lake Center Athletic Park ♦ 11641 E. Florence Avenue <ul style="list-style-type: none"> • Walkways • Ball Courts 	10,000*	2	Mon-Sun 5:00 AM	No
Lakeview Park Building ♦ 10225 S. Jersey Avenue <ul style="list-style-type: none"> • Picnic Area • Ball Courts • Handball Courts 	1,413	4	Mon-Sun 5:00am	No
Little Lake Park Buildings ♦ 10900 Pioneer Boulevard <ul style="list-style-type: none"> • Kitchen • Picnic Area • Walkways • Ball Courts 	3,312	4	Mon-Sun 5:00 AM	No

Los Nietos Park and Recreation Building ♦ 11143 Charlesworth Road <ul style="list-style-type: none"> ● 2nd Story ● Kitchen ● Walkways ● Ball Courts ● Tennis and Handball Courts 	1,968	2	Mon-Sun 5:00 AM	No
Municipal Services Yard ♦ 12636 Emmens Way <ul style="list-style-type: none"> ● 4-Buildings ● Locker Rooms (2) ● Showers (5) 	8,652	8	Mon-Fri 6:00 PM	No
Police Staging Facility ♦ 12636 Emmens Way	19,170	3 Rest-rooms 4 Showers 2 Locker Rms.	Mon-Sun 9:00 am – 12 noon	No
Police Services Center ♦ 11576 Telegraph Road <ul style="list-style-type: none"> ● 2nd Story ● Kitchen 	7,667	4	Mon-Sat 5:00 PM	Day Porter Mon-Fri 7:30am-4:00pm
SFS Athletic Fields Building ♦ 9720 Pioneer Boulevard <ul style="list-style-type: none"> ● Kitchen ● Walkways ● Playgrounds ● Buildings ● Dugouts ● Seating Areas- Bleachers 	3,136	2	Mon-Sun 5:00 AM	No
SFS Park Building ♦ 10068 Cedardale Drive <ul style="list-style-type: none"> ● Picnic Area ● Walkways ● Ball Courts ● Playground ● Building 	1,008	2	Mon-Sun 5:00 AM	No
Town Center Hall ♦ 11740 E. Telegraph Road <ul style="list-style-type: none"> ● 2nd Story ● Kitchen 	16,940	4	Mon-Sun 10:00 PM	Day Porter Mon-Fri 7:30am-4:00pm

EXHIBIT A-4

**FLOOR STRIPPING AND WAXING SERVICES
SCHEDULE**

FACILITY	SIZE SERVICE AREA	UNIT
1. Betty Wilson Center	1,800 sq. ft.	Bi-Annual
2. Little Lake Park-Community Rm.	1,500 sq. ft.	Bi-Annual
3. Municipal Services Yard – Bld. #1	3,475 sq. ft.	Annual
4. Municipal Services Yard – Bld. #2	800 sq. ft.	Annual
5. Municipal Services Yard – Bld. #3	594 sq. ft.	Annual
6. Municipal Services Yard – Bld. #4	616 sq. ft.	Annual
7. Town Center Hall	11,500 sq. ft.	Quarterly

EXHIBIT B-1

FEE SCHEDULE

FACILITY	*MONTHLY FEE
1. Activity Center	\$ 1,262.00
2. Aquatic Center	\$ 432.00
3. Betty Wilson Center	\$ 1,251.03
4. City Hall	\$ 5,562.70
5. City Library	\$ 4,348.77
6. Clarke Estate	\$ 2,743.26
7. Community Gardens Restroom	\$ 534.83
8. Fire Dept. Headquarters	\$ 534.83
9. Gus Velasco Neighborhood Center	\$ 4,348.77
10. Heritage Park	\$ 7,222.04
11. Heritage Park - Sculpture Garden	\$ 534.76
12. Lake Center Athletic Park	\$ 534.76
13. Lakeview Park Building	\$ 1,258.34
14. Little Lake Park Buildings	\$ 4,353.64
15. Los Nietos Park Recreation Building	\$ 4,626.50
16. Municipal Services Yard	\$ 1,305.85
17. Police Staging Facility	\$ 1305.85
18. Police Services Center	\$ 2,495.98
19. SFS Athletic Fields Buildings	\$ 501.88
20. SFS Park Buildings	\$ 3,135.50
21. Town Center Hall	\$ 5,844.65
22. Refill Hand Sanitizers	\$ 565.92
23. Dog Waste Bags at Parks	\$ 452.74
24. Spray Disinfectant in City Offices	\$ 4,164.72
Total Monthly Fees:	\$ 59,321.32

****TOTAL ANNUAL BASE BID**

(TOTAL MONTHLY FEES X 12 MONTHS):

\$711,855.84

Notes:

***Day Porters:**

Fee for 500 hours per month should be allocated to applicable facilities.

EXHIBIT B-2

FLOOR STRIPPING AND WAXING SERVICES

Facility	Size Service Area	Unit	Unit Price	Annual Fee
1. Betty Wilson Center Multi-purpose Room	1,680 sq. ft.	Bi-Annual	\$ <u>900</u>	\$ <u>1,800</u>
2. Little Lake Park Recreation Building	1,560 sq. ft.	Bi-Annual	\$ <u>900</u>	\$ <u>1,800</u>
3. Municipal Services Yard Front Office	2,460 sq. ft.	Annual	\$ <u>1,600</u>	\$ <u>1,600</u>
4. Municipal Services Yard Facilities Office	500 sq. ft.	Annual	\$ <u>300</u>	\$ <u>300</u>
5. Municipal Services Yard Water Office	580 sq. ft.	Annual	\$ <u>400</u>	\$ <u>400</u>
6. Municipal Services Yard Water Well Operator Office	200 sq. ft.	Annual	\$ <u>200</u>	\$ <u>200</u>
7. Municipal Services Yard Fleet Office	550 sq. ft.	Annual	\$ <u>350</u>	\$ <u>350</u>
8. Town Center Hall Social Hall, Kitchen	4,200 sq. ft.	Quarterly	\$ <u>3,000</u>	\$ <u>12,000</u>
9. City Library Front Entrance, Restrooms	800 sq. ft.	Bi-Annual	\$ <u>600</u>	\$ <u>1,200</u>
10. City Hall Lobby, Breakroom, 7 Restrooms	4000 sq. ft.	Bi-Annual	\$ <u>3,000</u>	\$ <u>6,000</u>

TOTAL ANNUAL COST: \$ 25,650

EXHIBIT B-3

EXTRA WORK AND EMERGENCY CALL-OUT

HOURLY RATE SCHEDULE

EMPLOYEE	LABOR HOURLY RATE*
Office Cleaning	\$ <u>23.00</u>
Restroom Cleaning and Stocking	\$ <u>23.00</u>
Strip and Wax Vinyl/Composition/Resilient Floor	\$ <u>50.00</u>
Strip and Wax Tile, Concrete and Ceramic Floor	\$ <u>50.00</u>
Carpet Cleaning	\$ <u>50.00</u>
Collect/Discard Waste, Trash, Garbage from Special Events	\$ <u>23.00</u>

***Note:**

Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Custodial Services

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencement of Services, the 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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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.

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

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by 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 VI (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.

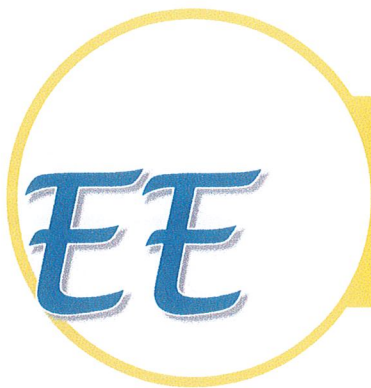
Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and 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 subcontractors and others engaged in the Services will be submitted to the City for 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, 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.



BUILDING MAINTENANCE

EE BUILDING MAINTENANCE, LLC
11720 MARQUARDT AVE.
WHITTIER, CA 90605
(562) 298-3946

MEMORANDUM

DATE: March 7, 2023

TO: Kevin J. Periman, Municipal Services Manager

From: Esmeralda Elizarraraz
Contract Manager, EE Building Maintenance, LLC

Subject: Custodial Services Fee Proposal for Three (3) Year Contract

Introduction

At their January 24, 2023 meeting, the City Council acknowledged EE Building Maintenance's quality of service the City by approving a three (3) year contract, effective June 1, 2023. Contract approval is pursuant to their approval of a Custodial Services Fee Proposal.

I am very appreciative of the City Council's favorable comments and support I have received from Public Works staff.

After careful consideration of the information identified below, I am proposing the following for City Council consideration and approval.

Custodial Services Fee Proposal for Three (3) Year Contract

I herein propose a **8.0%** adjustment to the current Contract Service Fee Schedule for the Three (3) Year Contract..

Basis for Proposed Custodial Services Fee

1. A provision in California law allows minimum wages of at least \$15 to be raised annually for any increase in inflation of over 7% as measured by the national Consumer Price Index. As a result, the minimum wage increased from \$15.00 to \$15.50 effective January 1, 2023.

The higher payroll costs (wages, employer taxes (federal/state income tax, Social Security, Medicare, Workers Compensation Insurance) costs were not budgeted in the current contract fee schedule.

2. The State of California, Department of Finance published the following Consumer Price Index (CPI) data for the Los Angeles area:

2021-2022	6.5%
2022-2023	6.9%

The City Council approved the following increases for the same periods to the total monthly services contract fee:

2021-2022	2.5%
2022-2023	4.8%

During this 2-year period, the 6.1% difference between compensation and the cost of goods and services posed significant budget challenges while providing the services required by the contract

3. If passed by the voters, the California \$18 Minimum Wage Initiative would be effective January 1, 2025. This would impact the second half of the proposed three (3) contract period. Specifically, an increase in the hourly rate would mean significantly higher payroll costs.

Conclusion

Pursuant to City Council Approval of the Custodial Services Fee Proposal for a 3-Year Contract, I will prepare the following detailed schedules to be included in the contract document:

1. Fee Schedule
2. Facility Services Schedule
3. Hourly Rate Schedule for Additional Staff Services
4. Floor Cleaning and Waxing Services Schedule and Proposed Fees

Custodial (Janitorial) Services FY 22/23

EE Building Maintenance

	Location	Activity No.	Current Monthly	Flooring Stripping & Waxing Annually	New Monthly 8%
1	Activity Center	10432510	\$1,169		\$1,262.00
2	Aquatic Center	10432514	\$400		\$432.00
3	Betty Wilson Center	10432506	\$1,158	\$1,800.00	\$1,251.03
4	City Hall (includes CCO)	10435501	\$4,655	\$6,000.00	\$5,562.70
5	City Library	10435502	\$4,027	\$1,200.00	\$4,348.77
6	Clarke Estate	10432515	\$2,540		\$2,743.26
7	Community Gardens RR	10432515	\$495		\$534.83
8	Fire Department HQ	10102135	\$495		\$534.83
9	Gus Velasco Neighborhood Center	10435503	\$4,027		\$4,348.77
10	Heritage Park (includes CCO)	10432507	\$6,687		\$7,222.04
11	Heritage Park - Sculpture Gardens	10432508	\$495		\$534.76
12	Lake Center Athletic Park	10432506	\$495		\$534.76
13	Lakeview Park	10432504	\$1,165		\$1,258.34
14	Little Lake Park	10432503	\$4,031	\$1,800.00	\$4,353.64
15	Los Nietos Park	10432502	\$4,284		\$4,626.50
16	Municipal Services Yard	10431002	\$1,209	\$2,850.00	\$1,305.85
17	Police Staging Facility	10102240	\$1,209		\$1,305.85
18	Police Services Center	10102240	\$2,311		\$2,495.98
19	SFS Athletic Fields	10432505	\$465		\$501.88
20	Santa Fe Springs Park	10432501	\$2,903		\$3,135.50
21	Town Center Hall	10432511	\$5,412	\$12,000.00	\$5,844.65
22	Clean and Refill Hand Sanitizer at All Parks	10435501	\$524		\$565.92
23	Change Order No. 3 (Dog Waste Bags) New	10435501	\$419		\$452.74
24	Spray Disinfectant in City Offices	10435501	\$3,856		\$4,164.72
Monthly			\$54,431.93		\$59,321.32
Annually			\$653,183.16	\$25,650.00	\$711,855.84
New Annually					\$737,505.84



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10E

April 18, 2023

CONSENT AGENDA

Amendment Number One to Professional Services Agreement with Onward Engineering for On-Call Professional Engineering Services

RECOMMENDATION

- Approve and authorize the Mayor to execute Amendment Number One to Professional Services Agreement with Onward Engineering.

BACKGROUND

On April 6, 2021, the City entered into a Professional Services Agreement with Onward Engineering for on-call professional engineering services. City staff has determined a need for a Senior Principal to provide engineering services, including project management, to help ensure that various construction projects in progress are appropriately overseen through completion. Onward Engineering is agreeable to providing Senior Principal services at an hourly rate ranging from \$150.00-\$225.00. The attached Amendment Number One reflects the addition of Senior Principal services to the existing Agreement.

LEGAL REVIEW

The City Attorney drafted Amendment Number One to Professional Services Agreement with Onward Engineering.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. Amendment Number One to Professional Services Agreement with Onward Engineering
2. Professional Services Agreement with Onward Engineering

**AMENDMENT NUMBER ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH ONWARD ENGINEERING**

This Amendment Number One ("Amendment") is made and entered into this 18th day of April, 2023, by and between the City of Santa Fe Springs ("City") and Onward Engineering ("Consultant").

WHEREAS, on April 6, 2021, the City and Consultant entered into an agreement for Consultant to provide on-call professional engineering services ("Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to provide for the services of a senior principal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Section 2.1 of the Agreement is amended to provide an additional category of Senior Principal at an hourly rate ranging from \$150.00-\$225.00.
2. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS

ONWARD ENGINEERING

Juanita Martin, Mayor

Date: _____

Majdi Ataya, President

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6TH day of April, 2021, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Onward Engineering, a ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Onward Engineering
300 S. Harbor Blvd, Suite 814
Anaheim, CA 92805
Tel:(714) 533-3050
Attn:Majdi Ataya, PE

IF TO CITY:

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

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

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

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

6.8. Indemnification and Hold Harmless.

(a) Indemnification and Defense for Professional Services. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant shall indemnify, defend and hold harmless City, its elected and appointed officials, officers, agents and employees ("Indemnified

Parties”) at Consultant’s sole expense, from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant’s duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to Consultant’s proportionate percentage of fault. Consultant’s percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant’s percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant’s proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

(b) Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of City under Section 6.8(a), for any liability, claim, demand, or allegation against City arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees (“Indemnified Parties”), at Consultant’s sole expense, from and against any and all claims, demands, actions, suits, damages, costs, expenses (including reasonable attorneys’ fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the the City, except for the sole or active negligence of, or willful misconduct of the City. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint, or suit asserts as its basis the acts or omissions 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 acts or omissions, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent consultant 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 consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker’s compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee,

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

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

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

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

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090.

During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CONSULTANT

Majdi Ataya, PRESIDENT
Signature, Title

Date: JUNE 3, 2021

MAJDI ATAYA
Type or Print Name

80-0101723
Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

John M. Mora
John M. Mora, Mayor

Date: 06/15/2021

ATTEST

Janet Martinez
Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai
Ivy M. Tsai, City Attorney

Date: 6/23/21

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

ON-CALL PROFESSIONAL ENGINEERING SERVICES



DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

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

REQUEST FOR PROPOSALS
ON-CALL PROFESSIONAL ENGINEERING SERVICES

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

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

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

The AGENCY invites RFP from professional Engineering firms and will receive such RFP in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, until **3:00 p.m. on Tuesday, January 26, 2021.**

Interested proposers must submit four (4) copies of their Proposal labeled **“REQUEST FOR PROPOSALS TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES”** to:

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

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

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

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

INSTRUCTIONS
REQUEST FOR PROPOSALS

1. PROPOSED SCHEDULE

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

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

2. PRE-SUBMITTAL MEETING

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

3. SUBMISSION OF RFP

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

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

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

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

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

4. DISSEMINATION OF REQUEST FOR PROPOSALS (RFP) INFORMATION

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

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by the AGENCY will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be

incorporated into and made a part of the terms and conditions of any resulting Agreement. The AGENCY will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Consultants will be required to document in the RFP that they are aware of all addenda issued, if any, by the AGENCY.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

a. Contact Person for the Project

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

b. Clarifications of the RFP

Consultants are encouraged to promptly notify Mr. Garcia of any apparent errors or inconsistencies in the RFP. If a Consultant requires clarifications to this RFP, the Consultant shall notify the AGENCY in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

c. Submitting Requests

All questions must be submitted to the AGENCY by 3:00 p.m. on Tuesday January 19, 2021. The AGENCY is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The AGENCY is not liable for any late arrivals due to courier method or electronic delivery.

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

d. Agency Responses

The AGENCY, in its sole discretion, will respond to requests for clarifications, questions and comments. Responses will be emailed to proposers on or before 5:00 p.m. on September 8, 2020.

7. COST OF RFP PREPARATION

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

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

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

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

8. **CONFLICT OF INTEREST**

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

- Neither Consultant, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the AGENCY since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Consultant, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed Scope of Work that has not been generally available to all Consultants, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the AGENCY;
- Neither Consultant, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by any of the potential Agency projects.

9. **KEY PERSONNEL**

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

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

10. **BASIS FOR AWARD OF CONTRACT**

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

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

11. TERM OF AGREEMENT

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

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

12. REQUIRED FORMAT FOR PROPOSALS

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

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

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

A. Letter of Offer

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

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

- Signature of a person authorized to bind Consulting firm to the terms of the RFP.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Consultant to satisfactorily perform the Scope of Work. More specifically, in this section, the Consultant shall:

- Provide a profile of the Consultant including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Consultant's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Consultant's ability to provide on-call engineering and professional consulting services.
- Provide a list of previous projects in which the Consultant and subconsultants have worked together. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Consultant; current staffing capability and availability; current work load; and proven record of meeting schedules on similar types of projects.

C. Proposed Staffing

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

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

D. Consultants and/or Sub-consultants

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

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

E. Work Approach

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

F. Client References

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

G. Rights to Materials

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

H. Schedule of Hourly Rates

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

13. RFP EVALUATION PROCESS AND CRITERIA

1. GENERAL

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

2. EVALUATION CRITERIA

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

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

C. EVALUATION PROCESS

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

D. INTERVIEW

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

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

E. FINAL SELECTION

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

14. EXCEPTIONS OR ADDITIONS

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

15. INSURANCE REQUIREMENTS

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

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

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

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

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per occurrence.

16. RIGHTS OF THE AGENCY

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

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

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

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

Should a Professional Services Agreement be subsequently entered into between the AGENCY and Consultant, it shall be duly noted that entering into such an Agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

Waiver of RFP

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

17. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

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

SCOPE OF SERVICES

REQUEST FOR PROPOSALS ON-CALL PROFESSIONAL ENGINEERING SERVICES

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

A. ENGINEERING

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

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

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

B. STRUCTURAL ENGINEERING

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

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

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

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

C. ENGINEERING STAFF AUGMENTATION

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

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

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

D. CONSTRUCTION MANAGEMENT AND INSPECTION

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

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

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

E. PROFESSIONAL ARCHITECTURAL SERVICES

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

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

F. LANDSCAPE ARCHITECTURAL DESIGN SERVICES

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

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

G. TRAFFIC ENGINEERING

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

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

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

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

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

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

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

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

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

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

- D. Funding/Grants/Budget

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

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

E. Engineering Design and Construction.

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

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

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

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

G. Development Review.

- Review development proposals and conduct studies as appropriate

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

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

H. Public Right of Way Maintenance.

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

I. Administration/Miscellaneous.

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

H. SURVEYING AND MAPPING SERVICES

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

I. WATER ENGINEER

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

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

EXHIBIT B



300 South Harbor Boulevard, Suite 814
Anaheim, CA. 92805 | www.oe-eng.com

REQUEST FOR PROPOSALS

ON-CALL PROFESSIONAL ENGINEERING SERVICES

THE CITY OF

SANTA FE
SPRINGS

Noe Negrete, Director of Public Works

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

SECTION

**LETTER
OF
OFFER**



Majdi Ataya, PE (Primary Contact)
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533 3050 | www.oe-eng.com
Federal Tax ID #80-0101723

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

January 26th, 2021

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

Onward Engineering (OE) is pleased to submit this proposal to the City of Santa Fe Springs to provide On-Call Professional Engineering Services. Our submittal is for the following - (A) Engineering (design/engineering/surveying), (C) Engineering Staff Augmentation (CIP program management), and (D), Construction Management and Inspection. We have become experts in these fields over the course of 17 years providing these services for Municipal Cities. It is with our experience on hundreds of projects, our established systems and procedures, our familiarity with a number of regulatory and permitting agencies, our core company policies of honesty, and our clear communication and transparency, that gives us the ability to complete any assigned project on time, within budget, and at an elevated level of quality.

OE proposes a bench of Project and Construction Managers, Inspectors and Project Engineers, with Lam Le out of CL Surveying and Mapping at 1269 Pomona Rd. Suite 108, Corona, CA 91710 acting as our long-time collaborative sub-consultant providing topographic surveying services. The OE team are the people who are the heart of our business. We equip our Team with intelligent tools and resources, such as Microsoft Teams to collaborate on projects, both internally and with our clients, to setup live video conferences for status meetings, review plans digitally with the City, provide clarifications and talk through any issues or concerns. We also utilize OE Collab for schedule control and Box Enterprise for project document control.

Maintaining a positive public perception is paramount to the success of public works projects. Additionally, organization and safety are a chief concern. In terms of maintaining a positive public perception, we have applied multiple mediums for community coordination, allowing stakeholders to understand the project, check on the status of the project, and communicate any concerns. OE's real-time project maps, a website for the project, enhanced public notices, and a customized project hotline will help guarantee a positive public perception.

OE is also ready to showcase our proprietary construction tool Orange Vest, which allows us to document work in real-time, and have those quantities, materials, labor, and equipment automatically update Quantity Sheets, Earned Value Charts, Cost Over Time Charts, Quantity Over Time Charts, and Percent Complete Over Time Charts. It also allows us to proactively monitor bid items that are nearing 75% complete and keep track of any overages. The Orange Vest Application also allows us to generate Field Notifications, manage Punch-Lists, automatically generate Weekly Statement of Working Day reports, and manage Potential Change Orders, Unit Price Change Orders, and Changer Orders.

I would like to thank the City of Santa Fe Springs for the opportunity to submit our proposal. If you have any questions, or would like any additional information, please feel free to contact me at: (714) 533-3050, or by email at: mataya@oe-eng.com. This proposal will remain valid for a period of no less than 90 calendar days from the submittal date, and Onward Engineering agrees with all of the terms and conditions set forth in the Service Agreement documents attached to the RFP with no exceptions taken. OE takes full obligation by all addenda to this RFP, and OE attests that all information submitted with this proposal is true and correct. We look forward to a successful relationship with the City of Santa Fe Springs.

Thank you,

Majdi Ataya, PE
President

SECTION

**QUALIFICATIONS
OF
THE
FIRM**



QUALIFICATIONS OF FIRM

FIRM PROFILE



MISSION STATEMENT

It is the mission of Onward Engineering (OE) to provide a new standard of consulting services to our clients. In doing so, we wish to improve the quality of life in the communities that we serve.

PROFESSIONAL SERVICES

- PROJECT MANAGEMENT
- DESIGN ENGINEERING
- CONSTRUCTION MANAGEMENT
- CONSTRUCTION INSPECTION
- STAFF AUGMENTATION
- PLAN CHECK

FIRM HISTORY

INCORPORATED **2004**
as a "C" Corporation
in the State of California

17
YEARS IN BUSINESS

30
EMPLOYEES

Onward Engineering holds a stable financial history. The firm has the financial stability and depth of resources to ensure the successful completion of its assignments. Onward Engineering does not have any conditions - including bankruptcy, planned office closures, outstanding claims in excess of twenty five thousand dollars (\$25,000), litigations or impending mergers - that would impede its ability to perform on this project.

STAFF RESOURCES

In this uncertain time, our team has the tools in place to collaborate internally and with the City. We utilize Microsoft Teams to communicate project progress. Our use of Box Enterprise allows the City to review project documents in real-time, and our proprietary scheduling tool, Onward Collab, gives the City Gantt Chart and Task List views of the project schedule so that the City can check progress, resource allocation, and planned deliverable dates. To summarize, OE is poised and ready to hit the ground running, with little to no "adjustment period."

SUB-CONSULTANT COLLABORATION

On all of the project below, CL Surveying was our exclusive partner when it came to any topographic surveys needed on the projects. We have worked with them for over 8 years, and find that they are committed to the same level of quality and support as us. They are flexible and competitive when it comes to fees, allowing us to put forth the best team at a reasonable cost to our clients.



ENGINEERING EXPERIENCE

The City of

IRVINE

PORTOLA PKWY. & SAND CANYON AVE. STREET REHABILITATION

PROJECT TEAM



Majdi Ataya



Justin Smeets



Ryan Dennis



Dayton Lowe



Alex Liu



Amy Flores



Kim Murillo



Riley Moore

OE provided the City of Irvine with Design Engineering services for the Portola Parkway and Sand Canyon Avenue Street Rehabilitation Project. The project consisted of rehabilitating approximately 4,500 linear feet of Portola Parkway and 9,300 linear feet of Sand Canyon Avenue, as well as rehabilitating the intersections of Sand Canyon Avenue & Laguna Canyon, Sand Canyon Avenue and Trabuco Road, and Sand Canyon Avenue and Irvine Boulevard. Additional design elements included reconstructing curb ramps to meet ADA requirements where deficient.

*The City of***DIAMOND BAR****7-YEAR ANNUAL RESIDENTIAL ROADWAY REHABILITATION****PROJECT TEAM**

Majdi Ataya



Justin Smeets



Ryan Dennis



Dayton Lowe



Jonathan Wu



Chris Boren



Mike Nguyen



Rashid Syed

OE provided Design Engineering, Construction Management and Inspection services to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded us an additional 3-year contract for 2012-2014. In 2015, the City of Diamond Bar awarded us yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to freeway proximity, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.

*The City of***LAGUNA NIGUEL****NIGUEL ROAD STREET REHABILITATION PROJECT****PROJECT TEAM**

Majdi Ataya



Justin Smeets



Ryan Dennis



Dayton Lowe



Alex Liu



Amy Flores



Kim Murillo



Riley Moore

OE provided the City of Laguna Niguel with Design Engineering services on the Niguel Road Street Rehabilitation Project. The project consisted of rehabilitating an approximately 1.93 mile (10,200-foot) section of Niguel Road that extends from Alta Tera to Marina Hills Drive. Niguel Road from Highland Avenue to Marina Hills Drive (8,450 linear feet) is an arterial street with two lanes of traffic in either direction, raised center medians or centerline striping, left and right-turn pockets, and bike lanes. Niguel Road from Alta Terra to Highland Avenue is a residential collector street (1,750-feet) with one lane of traffic in both directions. Parking is prohibited on the street except on the north side of Niguel Road from Alta Terra to Galina Way. The work also included repairing curb, gutter, sidewalk and constructing ADA compliant access ramps.

*The City of***BELLFLOWER****BELLFLOWER BOULEVARD COMPLETE STREETS PROJECT - HSIP****PROJECT TEAM**

Majdi Ataya



Justin Smeets



Ryan Dennis



Dayton Lowe



Alex Liu



Amy Flores



Kim Murillo



Riley Moore

OE provided the City of Bellflower with Design Engineering services for the HSIP - Bellflower Boulevard Complete Streets Project. The project consists of enhancing approximately 2,200 linear feet (0.42 miles) of Bellflower Boulevard from Artesia Boulevard to the South City Limit, approximately 330 feet south of Rose Street. Bellflower Boulevard is an arterial street with two

lanes of traffic and curbside parking in both directions, a dual left turn lane, and traffic signals at high volume intersections. The project was partially funded by Cycle 9 of the Highway Safety Improvement Program (HSIP). The project has an estimated cost of \$1,162,100. The street enhancements included adding Class III Bike Lanes, reducing the lane widths, adding raised medians with landscaping and irrigation, upgrading and adding high visibility crosswalks, rapid flashing beacons, and pedestrian countdown heads at the intersections, bulb-outs, and road resurfacing.

The City of

COSTA MESA

NEWPORT BOULEVARD WIDENING IMPROVEMENTS PROJECT



OE is providing the City of Costa Mesa with Design Engineering services on the Newport Boulevard Widening Improvements Project. The project consists of widening a portion 77 Fair Drive of southbound Newport Boulevard to accommodate a fourth through lane and improve its Level of Service from the current "F" rating, with a range beginning at 1.10 and ending at 1.30. The section of roadway to be enhanced extends approximately 2,700 linear feet southwest from 19th Street to the Superior Avenue turn-off located northeast of 17th Street. The project is located within the jurisdiction of State Caltrans and the work required includes traffic signal modifications, utility and street light relocations, and right-of way acquisitions to accommodate the additional through lane and right-turn pockets.

The City of

COSTA MESA

WEST 17TH STREET WIDENING PROJECT



OE provided full Design Engineering services to the City of Costa Mesa for the West 17th Street Widening from Placentia Avenue to Superior Avenue. 17th Street is

a primary arterial. The Standard roadway width for a primary arterial is a 106' right of way. The existing configuration was a 2-lane divided highway with center two-way left turn lane. The existing land uses were mostly commercial properties with a new mixed-use development at the southeast corner of 17th Street and Pomona Avenue. There were 16 properties along West 17th Street within the limits of this widening. The properties along West 17th Street had varying R/W frontages. This meant that widening affected each property differently. The design intent was to meet the classification of four-lane Primary Arterial as described in the OCTA Master Plan of Arterial Highways (MPAH). This includes 2-lanes in each direction with a median.

The City of

IRVINE

YALE AVENUE REHABILITATION PROJECT



OE provided Design Engineering services to the City of Irvine to rehabilitate Yale Avenue from Deerfield Avenue to the I-5 Overpass. Yale Avenue serves as a major Northeast Southwest arterial for the City of Irvine. This segment of Yale Avenue varies between a 2-lane arterial with bike lanes to a 4-lane arterial with bike lanes and raised medians. The limits of this project were entirely within residential neighborhoods with Heritage Park and a fire station located at the northwest corner of Yale Avenue and Walnut Avenue. The first

segment from Deerfield Avenue to approximately Edgmere Avenue entailed a 2" mill and a 2" Rubberized Hot Mix Asphalt Type G (RHMA-G) overlay with some full depth structural sections where the street is severely deteriorated. The second segment of roadway from Edgmere Avenue to the I-5 Overpass required a 6" mill and placement of 2.5" of RHMA-G over 4" Hot Mix Asphalt (HMA) in the street with a 2" to 2½" transitional grind at the bike lanes. This project also corrected ADA deficiencies for sidewalks and ramps. Our design team checked for existing roadway signs and striping for compliance with both the City standards as well as the 3R federal design requirements. Another important aspect of this project was its proximity to Caltrans right-of-way. Traffic control through the I-5 bridge overcrossing required obtaining a Caltrans Encroachment Permit.

The City of

FULLERTON

EUCLID ROADWAY & SEWER RECONSTRUCTION PROJECT



OE provides Design Engineering services to the City of Fullerton on the Euclid Roadway and Sewer Reconstruction Project from Williamson to Fern Project. The project consisted of reconstructing or resurfacing approximately 3,700 linear feet of arterial streets between Fern Drive and Williamson Avenue and replacing approximately 1,700 feet of sewer mains between Malvern Avenue and Commonwealth Avenue. The sewer work included removing the existing 10-inch VCP and replacing it with new 12-inch VCP pipe between Commonwealth and Malvern and removing and replacing sewer north of Malvern to the end of the street project limits at Fern without upsizing. The work also included removing the manholes at the center of the Euclid Street/Chapman Avenue intersection and establishing a new connection point approximately 50 feet to the east along Chapman Avenue as well as reconstructing the double barrel siphon and adjusting invert elevations to achieve a suitable slope. The design utilized a trenchless method to install the siphon beneath the OCPW Brea Creek Channel. Additional tasks included adjusting manhole elevations and reconnected service laterals, constructing new curb and gutter where gutter is absent, constructing ADA compliant curb ramps, and repairing curb, gutter, cross gutters, sidewalks and driveways where required. The City utilized SB1 funds for the road rehabilitation and local funds for the sewer improvements.

The City of

**MANHATTAN
BEACH**

MANHATTAN BEACH BLVD. & SEPULVEDA BLVD. WIDENING



OE provided Design Engineering services to the City of Manhattan Beach on the Manhattan Beach Boulevard and Sepulveda Boulevard Widening project. The proposed

project limits include the intersection of Manhattan Beach Boulevard and Sepulveda Boulevard to accommodate dual left turn lanes in the northbound to westbound, eastbound to southbound, and westbound to northbound directions. The City of Lawndale is east of the project area, the City of Redondo Beach is south of the intersection, El Segundo sits to the north, and the Pacific Ocean to the west. Commercial businesses can be found throughout the project limits. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes.

Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

The City of

WHITTIER

WALNUT STREET & SEWER MAIN INFRASTRUCTURE IMPROVEMENTS



OE provided full Design Engineering services for the City of Whittier on the Walnut Street Water and Sewer Main Improvement Project. The proposed project limits included 3,000 feet of Walnut Street from Pickering Avenue to Painter Avenue, consisting of commercial buildings as well as single-family and multi-family residential developments. OE removed an existing 6-inch cast iron water main and a 6-inch VCP sewer main and replaced them with 12-inch and 10-inch mains, respectively. All laterals and intersecting mains were to be reconnected and sewer manholes reconstructed. The existing plain cement concrete (PCC) roadway was to be replaced from curb to curb following the replacement of the water and sewer mains. Areas of sidewalks in disrepair were to be repaired, and ramps were to be retrofitted or reconstructed as needed to meet ADA requirements.

The City of

LONG BEACH

**CITYWIDE ADA CURB RAMPS AND PATH OF TRAVEL
PEDESTRIAN ACCESSIBILITY IMPROVEMENT PROJECT**



OE is providing Design Engineering services to the City of Long Beach involving Citywide ADA Curb Ramps and Path of Travel Pedestrian Accessibility Improvements. The objective of the project is to design and construct at least 20,000 new ADA compliant curb ramps over the next 20 years in accordance with current State and Federal accessibility codes and standards. The project is to complete 1,000 of those ramps deemed most critical for accessibility. OE's team utilizes AutoCAD Civil 3D on 3D surfaces for the designs in compliance with the Long Beach Standard Plan No. 122 in order to satisfy the maximum allowable slopes dictated in the most current version of Caltrans Standard Plan A88A, and has had to consider other accessibility standards due to occasional unavailability of a suitable ramp case and type. The project work entails the preparation of detailed individual curb ramp construction plans with the inclusion of horizontal geometrics, design elevations and dimensions, and utility appurtenance adjustments and relocations, along with concrete infrastructure such as curb, gutter, cross-gutters, and sidewalk. The necessary reconstruction is incorporated in order to accommodate the new curb ramps, meet accessibility requirements, and maintain drainage. Additional design elements have also required consideration, which involve constructing 32"x54" size flat landings next to each pedestrian push-button at signalized intersections and installing guardrails where retaining curbs adjoin walkable hard surfaces. Due to the large volume of ramps reconstructed each year, small batches of design details and construction of the ramps are being provided to the City at regular intervals through out a continuous process, with City submittals made on a monthly basis at a scaled frequency and quality.



ENGINEERING STAFF AUGMENTATION EXPERIENCE

The City of

DOWNEY

STAFF AUGMENTATION & PROGRAM MANAGEMENT SERVICES

OE is providing professional engineering and program management services for the City of Downey to administer and manage the environmental, preliminary engineering, right-of-way engineering, final design and construction of capital improvement projects for the City. The tasks specifically include Planning Management, Environmental Management, Design Management, Bidding Management, and Construction Management. Planning Management encompasses providing project funding analysis for Federal, State, and Local Programs; conducting Design Scenario Analysis for roadway or drainage segments; coordinating and assessing Traffic Impact Analysis and Scenarios; conducting community coordination and public outreach activities; preparing a master project budget and schedule for active projects; preparing Requests for Proposals for design work; developing criteria for design consultant selection; evaluating design candidates and making recommendations; and preparing and reviewing contracts for selected design consultants. Environmental Management covers identifying and developing scope of work for Capital Improvement Projects; preparing RFPs for environmental, preliminary, and right-of-way engineering services; coordinating the review and evaluation of proposals for environmental, preliminary and right-of-way engineering services; administering consultant contracts related to environmental, preliminary and right-of-way engineering phases of capital improvement projects; defining a complete and detailed project description and delineate project study area that will meet the needs of technical analyses and environmental documentation; coordinating legal descriptions and plat maps preparation of right-of-way acquisitions (may be required); and coordinating the preparation and completion of RFA package on federally funded projects for Caltrans. Design Management tasks include monitoring the design consultants' plan checking with all pertinent agencies; reviewing plans and technical specifications for completeness and constructibility; preparing a master list for all plan check comments and responses; reviewing the engineer's estimate for accuracy; providing value engineering reviews; providing reports for grant requirements; performing a pre-construction survey and preparing bidding documents; preparing necessary federal forms/reports for authorization to proceed with Bidding. Bidding Management and Construction Management include all tasks involved in the bid process including prequalifying bidders, providing responses to RFIs, providing a bid analysis, conducting reference checks and license and insurance check on the low bidder, make a recommendation for award, prepare contract for the successful bidder, prepare necessary federal forms for authorization to proceed with construction, and then providing full construction management services including project closeout.

The City of

LONG BEACH

CITY TRAFFIC ENGINEER SERVICES

OE was tasked with providing a City Traffic Engineer to the City of Long Beach. Our City Traffic Engineer oversaw the Design and Construction section which is responsible for monitoring the timing of approximately 550 traffic signals citywide; preparing and reviewing design plans for roadway striping, traffic signal installations and upgrades and speed humps; and reviewing traffic control requirements for utility work. OE also worked with the Investigations section which is responsible for traffic safety investigations and records maintenance; conducting stop

sign and traffic signal warrant studies, coordinating with Long Beach Unified School District on school traffic safety issues, periodically updating speed limit, parking and other traffic regulation issues; processing requests from constituents for parking regulations, and preparing parking regulations for oversized vehicles. Our City Traffic Engineer also worked closely with the Traffic Operations Division which is responsible for keeping the city's 550 traffic signals operating 24 hours a day and the maintenance of nearly 3,600 parking meters. This division provides traffic signal maintenance and parking meter maintenance and collection support to the entire city (Belmont Shore and all the Marine Bureau area parking lots included) and the City of Seal Beach. Operations is also responsible for maintaining the city's street signs, street striping and legends, red/green/white and blue curbs, and thermoplastic applications throughout the city. The Division also provides support to the Police and Fire Department; emergency response to storms and accidents, and the annual Long Beach Grand Prix. Finally, our City Traffic Engineer coordinated with the Transportation Programs Division. The Division also administers the annual Rideshare Survey required by the South Coast Air Quality Management District, to promote ridesharing and carpooling to reduce emissions in the city and the Los Angeles basin in general.

The City of

**LA HABRA
HEIGHTS**

CITY ENGINEERING SERVICES

OE provided the City of La Habra Heights with a City Engineer and Engineering Support services. In this capacity, OE was responsible for developing standard drawings, ensuring quality on all CIP projects, public coordination, presenting at City Council meetings, project management, and procuring ARRA, FHWA, and FEMA funding for various CIP projects. Support services included design, construction and project management services, construction inspection, full service plan check, and counter review services.

The City of

**SANTA FE
SPRINGS**

STAFF AUGMENTATION SERVICES

OE currently serves the City of Santa Fe Springs by providing staff augmentation services (project management, program management, design engineering, construction management, and inspection) on most the City's Capital Improvement Program. The City had eliminated their Redevelopment Agency and the scarcity of resources has necessitated that the City bring OE onboard to manage and staff ongoing and scheduled capital improvement projects. OE is currently providing a Senior Project Manager to provide project management services for 4 of their parks that are federally funded projects.

The City of

FULERTON

STAFF TRAINING & PLAN CHECK

OE provided Plan Check and Staff Training services for the City of Fullerton Engineering Department, from 2005 to 2007. OE plan-checked 52 private development and CIP projects. Projects included St. Jude Medical Building Phase 2, CVS Drug Store, Home Depot, Sam's Club, SoCo District Improvements, and 47 additional projects. OE staff also developed plan-checking standards and trained City staff on the new plan check methods and procedures.

ADDITIONAL PROJECT ENGINEERING STAFF AUGMENTATION EXPERIENCE:

City of La Palma, **CITY ENGINEER**

City of West Covina, **DIRECTOR OF PUBLIC WORKS & CITY ENGINEER**

City of La Habra, **PLAN-CHECKING**

City of Diamond Bar, **STAFF AUGMENTATION**

City of Redondo Beach, **STAFF AUGMENTATION**

D

CONSTRUCTION MANAGEMENT & INSPECTION EXPERIENCE

The City of

ANAHEIM

NEIGHBORHOOD RESIDENTIAL STREETS IMPROVEMENTS-PHASES I & II

PROJECT
TEAM

Majdi Ataya



Brian French



Mike Nguyen



Ed Fernandez



Tim Stanley

OE provided Construction Management and Inspection Services for the City of Anaheim on this project which

encompassed street improvements on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, and mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, cross gutters and concrete aprons, pavement markings, signage and driveway approaches. The project scope of work for Phase I, as split into thirteen neighborhood areas, included: ① Athena-Omega involving 191,416 sf of asphalt reconstruction & 63,422 sf of slurry seal; ② Biscanye including 109,760 sf of asphalt reconstruction & 110,483 sf of slurry seal; ③ Devonshire with 245,498 sf of asphalt reconstruction; ④ Jerillee Lane entailing 312,892 sf of asphalt reconstruction & 63,422 sf of slurry seal; ⑤ Key Lane/Westchester including 933,402 sf of asphalt reconstruction & 664,515 sf of slurry seal; ⑥ La Reina involving 554,186 sf of asphalt reconstruction; ⑦ Rowland with 48,714 sf of asphalt-reconstruction & pavement resurfacing; ⑧ West-Westmont Drive involving 1,795,739 sf of slurry seal & 756,645 sf of asphalt reconstruction; ⑨ Tanglewood included 339,901 sf of asphalt reconstruction, 358,598 sf of slurry seal, & 18,255 sf of sidewalk improvements. In addition, 65 new trees and 30 tree removals were made for the interest of this neighborhood; ⑩ Rio Bravo with 306,997 sf of asphalt reconstruction, 294,712 sf of slurry seal, 14,029 sf of sidewalk improvements, & 51 new trees with 24 removals; ⑪ Academy/Bel Air involving 263,302 sf of asphalt reconstruction, 201,012 sf of slurry seal, 4,256 sf of sidewalk, & 30 new trees with 6 removed; ⑫ Gaymont/Elm Lawn entailed 397,521 sf of asphalt reconstruction, 201,012 sf of slurry seal; 12,842 sf of sidewalk, 3,187 lf of curb/gutter, & 71 new trees with 15 removals; ⑬ Greenleaf-Hampton with 1,073,430 sf. of reconstruction, 494 tree trimmings, 15 removals & 75 new trees.

The project scope of work for Phase II, as split into three neighborhood areas, included: ① Kings Court Neighborhood involving 1.1 million sf of grind/cap & 1.1 million sf of slurry seal; ② Velare Neighborhood with 260,677 sf of grind/cap & 327,499 sf of slurry seal; ③ Sabina involving 152,605 sf of grind/cap & 185,494 sf of slurry seal. Coordinating with the local residents was essential on these projects.

The City of

TORRANCE

DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT - T-115

PROJECT
TEAM

Majdi Ataya



Justin Smeets



Rashid Syed

OE provided Construction Management and Inspection Services to the City of Torrance on this Downtown Pedestrian Improvement Project. The Downtown Pedestrian

Improvement Project seeks to provide a more attractive pedestrian environment along Cravens Avenue from Carson Street to Torrance Boulevard. The work encompassed construction of uniform, spacious, and ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb and gutter, benches, bike racks, and

pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway to provide improved access for future repair work. The work also included replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

The City of

LAGUNA BEACH

2017-2019 STREET & SLURRY SEAL REHABILITATION-PHASES I, II, III

PROJECT
TEAM



Majdi Ataya



Joe Zamarripa



Mike Nguyen



Ed Fernandez

OE provided full Construction Management and Inspection Services for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area

A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.

The City of

COSTA MESA

HARBOR BOULEVARD & ADAMS AVENUE INTERSECTION WIDENING

PROJECT
TEAM



Majdi Ataya



Justin Smeets



Ludy Smeets

OE provided Construction Management and inspection services to the City of Costa Mesa on the Harbor Boulevard & Adams Avenue project and was funded by Measure 2,

State-Local Partnership Program, and Traffic Impact Fee funds. The project required adding a third dedicated left-turn lane eastbound on Adams Avenue, a second dedicated right-turn southbound on Harbor Boulevard, and lastly, extending the northbound left-turn lane on Harbor Boulevard. It consisted of major widening along the southerly side of Adams Avenue near the intersection. The project also included decorative crosswalks at the Harbor Boulevard–Adams Avenue intersection, traffic signal modifications, median alterations, landscaping, and a general grind and overlay of the roadway. Harbor Blvd. & Adams Avenue are two heavily used arterial roads that provide access to multiple businesses and shopping centers, and access to the Orange Coast College, as a result of the construction OE's inspector provided the City with heavy traffic control. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue–Gisler Avenue Bridge over the Santa Ana River.

FEDERAL FUNDING & STATE CALTRANS EXPERIENCE

OE has provided Design[•] and Construction and Inspection[•] support services on several Federally Funded projects, including ARRA, FHWA, and CDBG projects, and projects requiring Caltrans coordination. We know the District 7 Caltrans office and we guarantee Caltrans LAPM compliance on any project.

CDBG FUNDED

LAKE FOREST: ¹ ADA Ramp Improvements, Phase 7[•] | ² ADA Ramp Improvement, Phase II[•]

COMMERCE: ¹ Rosini/Rosewood Rehabilitation, Phase 1[•] | ² Bristow Park Neighborhood Rehabilitation[•]

TORRANCE: ¹ City-Wide Bus Stop Accessibility[•] | ² Sidewalk Repair Handicap Accessibility, I-135[•]

PLACENTIA: ¹ Sidewalk/Pedestrian Accessibility, Phase II[•] | ² ADA Accessible Ramps, Phase III[•]

HAWAIIAN GARDENS: Residential Rehabilitation Project[•]

REDONDO BEACH: Citywide Curb Ramp Improvements, Phase III[•]

COSTA MESA: Bay St. & Ford Rd. Alley Reconstruction[•]

LA HABRA: 4 Segment Alley Pavement Rehabilitation, Phases I & II[•]

SOUTH EL MONTE: Street Slurry and Improvements Project[•]

HESPERIA: FY 18-19 Residential Street Rehabilitation, CO #7150[•]

ATP FUNDED

CHINO HILLS: Los Serranos Widening & Sidewalk Improvement[•]

SB1 FUNDED

ALHAMBRA: FY 17-18 Street Rehabilitation Project[•]

FULLERTON: Euclid Roadway & Sewer Reconstruction Project[•]

ARHP FUNDED

LA HABRA: La Habra Blvd. Rehabilitation Project[•]

FTA FUNDED

NORWALK: Bus Shelter Replacement Project[•]

IRVINE: Yale Avenue Rehabilitation[•] also 

LA HABRA HEIGHTS: Los Palomas Dr. Reconstruction[•]

COMMERCE: Citywide Bus Shelter Replacement Project[•]

CERRITOS: Studebaker Rd. Street Improvements[•] also 


SAN BERNARDINO: ¹ "E" Street Rehabilitation[•] | ² Citywide Street Rehabilitation[•]

HSIP FUNDED

PICO RIVERA: Telegraph Rd. Beautification & Rehabilitation[•]


COUNTY OF ORANGE: Santiago Canyon Road Project[•]

BELLFLOWER: Bellflower Blvd. Complete Streets Project[•]


COSTA MESA: Placentia Ave. Median Installation & Landscaping[•] also 

ARRA FUNDED

SANTA MONICA: Lincoln Blvd. Pavement Rehabilitation[•]

LA HABRA HEIGHTS: Hacienda Rd. & East Rd. Stimulus Project[•] also 

LYNWOOD: ¹ Otis St. Improvements Project[•] | ² Martin Luther King Jr. Blvd. Rehabilitation[•]

LA MIRADA: Adelfa, Foster, Marquadt Rehabilitation Projects[•] also 

IRVINE: Red Hill Ave. Pavement Rehabilitation Project[•] also 

OE'S 3 APPROACHES

- 1 Our cost control methods that include planning and executing the objectives of the schedule by continually monitoring project cost, quantities, estimation and performance during construction.
- 2 Focus on safety, quality, maintaining open lines of communication with the City staff and the public.
- 3 Developed knowledge & experience through a history of coordinating with both Caltrans & Federal Funding departments.

CALTRANS COORDINATION



- 1 Submit Requests for Authorization (RFA's) for Preliminary Engineering, Right-of-Way, Utility & Construction.
- 2 Preparation and submitting of the Award & Expenditures Report.
- 3 Assist in preparing Federal & State invoices.

NORWALK: ¹ Bus Shelter Replacement • | ² Studebaker Rd. & Firestone Blvd. Rehabilitation • also 


FHWA FUNDED


LA HABRA HEIGHTS: ¹ Hacienda & Fullerton Rd. Realignment • | ² Road Improvement/Slope Stabilization •

STPL FUNDED

BELLFLOWER: ¹ Bellflower Blvd. & Woodruff Ave. Rehabilitation • also  | ² Woodruff Ave. & Palo Verdes Ave. Rehabilitation • also 

DIAMOND BAR: Chino Hills Pkwy. & Chino Ave. Street Rehabilitation •

PICO RIVERA: Rosemead Blvd. Rehabilitation Project • also 

REDONDO BEACH: Aviation Blvd. Rehabilitation Project • also 

DOWNEY: Gardendale St. Pavement Rehabilitation Project •

CALTRANS

BREA: ¹ Rails to Trails Project • | ² Berry St. & Imperial Hwy. Sewer Main Replacement •

DIAMOND BAR: ¹ 7yr. Residential Rehabilitation • | ² Area 2 Residential Arterial Zone 1 Rehabilitation •

NORWALK: ¹ Shoemaker Ave. Rehabilitation/Drainage • | ² Studebaker Rd./Firestone Blvd. Rehabilitation •

COSTA MESA: ¹ Newport Blvd. Improvement • | ² Harbor Blvd./Gisler Ave. Intersection Improvement •

SANTA FE SPRINGS: ¹ I-5 at Florence Ave. Widening Project • | ² I-5 Fwy. Water Main Relocation •

COUNTY OF ORANGE: Edinger Ave. Bridge Widening Project •

LYNWOOD: Imperial Highway Rehabilitation Project •

LA HABRA: La Habra Blvd. Rehabilitation Project •

IRVINE: Campus Drive Bikeway Construction Project •

SOUTH GATE: Atlantic Ave. & Firestone Blvd. Intersection Widening •

BELLFLOWER: Flower St. Rehabilitation Project •

DOWNEY: Staff Augmentation & Program Management Services •

LONG BEACH: Citywide ADA Curb Ramps & Path of Travel Pedestrian Accessibility •

EXPERIENCE IN SANTA FE SPRINGS

I-5 WIDENING PROJECT AT FLORENCE AVENUE

Widening - Water Main Lines - Reconstruction - Curb, Gutter, Sidewalk - Caltrans Coordination

GRIDLEY ROAD REHABILITATION PROJECT

Residential Roadway - Cement Treat Base - Asphalt Pavement - ADA Compliance

I-5 FREEWAY WATER MAIN RELOCATION (ALONDRA SEGMENT)

Water Main - Caltrans Coordination - Water Line - Pipeline

EQUIPPING WATER WELL NO. 12

Water Well - Pump & Motor - Water Main - Waste Water System - Pump Control

STAFF AUGMENTATION: BUILDING INSPECTORS

Building Codes & Regulations - Safety & Installation Check

GREENSTONE AVENUE PAVEMENT RECONSTRUCTION PROJECT

RCC Pavement Method - Reconstruction - Manhole Adjustments - Curb, Gutter, Sidewalk

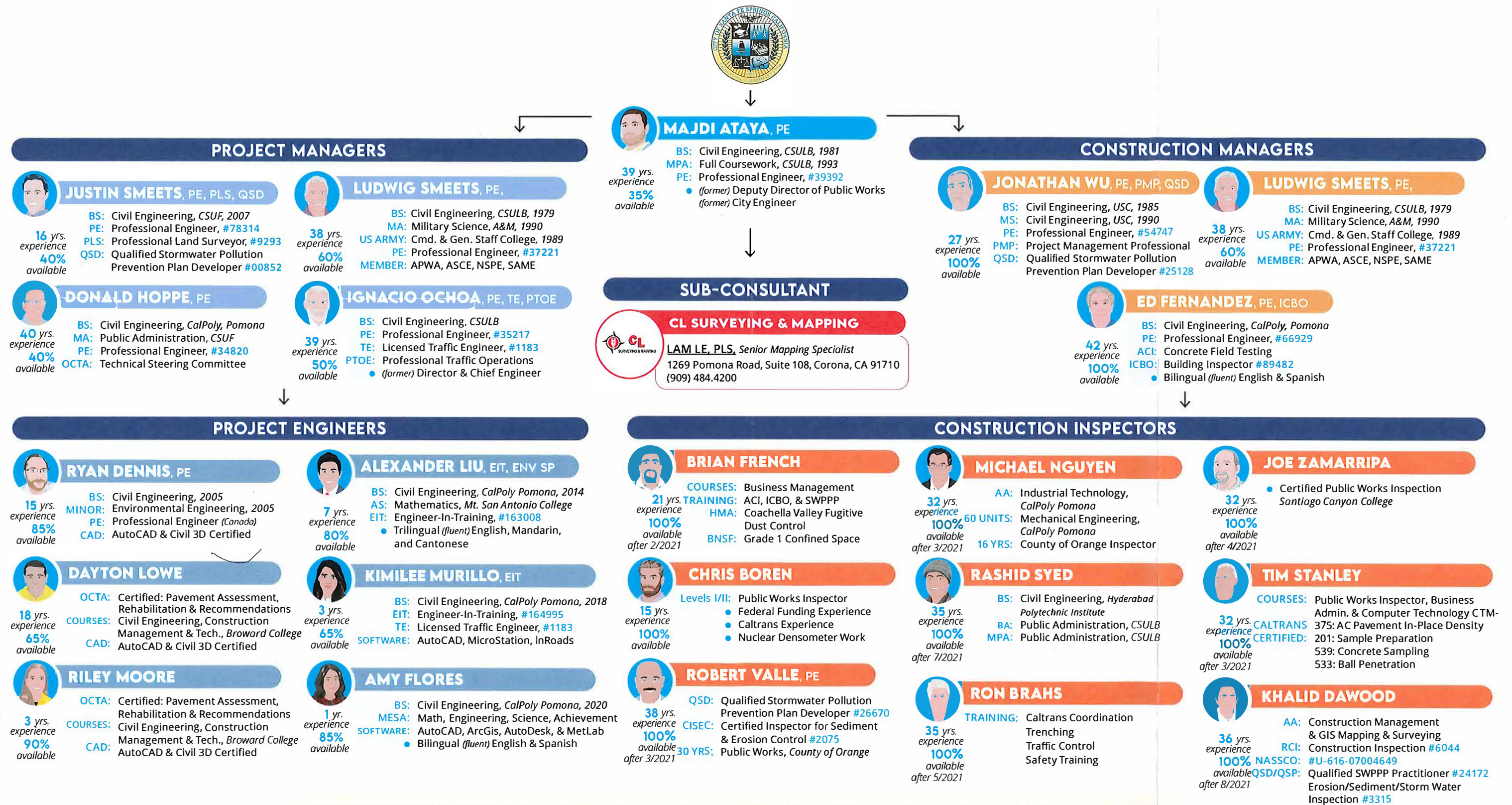
LOS NIETOS ROAD REHABILITATION PROJECT

Grind & Overlay - Milling - Curb, Gutter, Sidewalk - ADA Ramps - Railroad ROW - PUC Coordination

MEYER ROAD REHABILITATION PROJECT

Grind & Overlay - Curb, Gutter, Sidewalk - ADA Ramps

PROPOSED STAFFING



OE understands the importance of maintaining the same staff as proposed to the City and will proactively maintain the same team as are shown in this organization chart. The OE team as seen will be on hand and available anytime the City contacts us for our services for the duration of the Professional Services Agreement. OE will not remove any project assigned staff without prior written agreement from the City.

SECTION

**PROPOSED
STAFFING**

MAJDI ATAYA, PE | QA/QC MANAGER

BACKGROUND

Majdi is the Principal-In-Charge of Ownard Engineering. Majdi Ataya, Professional Engineer and Former Deputy Director and City Engineer for the City of La Habra's Public Works Department, is a seasoned engineer with over 39 years of solid and diversified experience in the public works sector. He is extremely familiar with the process of project management and design. He is a highly effective communicator and manager with an outstanding assimilation ability. Majdi is able to adapt and relate to all levels of management, and retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of excellent communication with public agencies and will be a dependable extension of your staff.

EXPERIENCE

*LOS NIETOS REHABILITATION PROJECT

The City of **SANTA FE SPRINGS**

FY 19/20 STREET REHABILITATION & SANTIAGO BOULEVARD REHABILITATION

The City of **VILLA PARK**

NEIGHBORHOOD SLURRY SEAL AREA 2 PROJECT (CIP NO. 2020-03)

The City of **LA MIRADA**

GREENSTONE AVENUE ASPHALT AND PAVEMENT RECONSTRUCTION

The City of **SANTA FE SPRINGS**

*CITYWIDE ADA RAMPS/PATH OF TRAVEL PEDESTRIAN ACCESSIBILITY IMPROVEMENT

The City of **LONG BEACH**

"E" STREET REHABILITATION PROJECT

The City of **SAN BERNARDINO**

TELEGRAPH ROAD BEAUTIFICATION IMPROVEMENTS & REHABILITATION

The City of **PICO RIVERA**

YALE AVENUE REHABILITATION PROJECT

The City of **IRVINE**

*WALNUT STREET, WATER & SEWER MAIN INFRASTRUCTURE IMPROVEMENT PROJECT

The City of **WHITTIER**

FY2018-19 CDBG RESIDENTIAL STREET IMPROVEMENTS - C.O. NO. 7150

The City of **HESPERIA**

*WEST 17TH STREET WIDENING PROJECT

The City of **COSTA MESA**

SIDEWALK IMPROVEMENTS IN FRONT OF ALDRIC HALL

The City of **UC IRVINE**

* Indicates the listed project is also included in the Firm Experience

JUSTIN SMEETS, PE, PLS, QSD | PROJECT MANAGER

BACKGROUND

Justin has 16 years of experience in Civil Engineering Design, Municipal Engineering and Facilities Design, Construction Management and Construction Administration. Using AutoCAD Civil 3D, Justin manages and develops engineering plans and specifications, mapping, executing land development and grading design projects, conducts earthwork calculations, and incorporates typical designs. He is proficient in Federally Funded projects and he is familiar with the Caltrans Local Assistance Procedures Manual. Justin has successfully taken multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited federally funded construction projects. He has experience managing construction projects and handles planning and running kick-off meetings with the contractor, reviewing project submittals, RFIs, CCOs, checking contractor invoices against field quantities, and coordinating daily construction details with the contractor and inspector. He has completed multiple SWPPPs and erosion and sediment control plans per the latest Construction General Permit.

EXPERIENCE

***2017-2019 STREET & SLURRY SEAL REHABILITATION - PHASES I, II, & III**

The City of **LAGUNA BEACH**

***NEWPORT BOULEVARD STREET IMPROVEMENTS**

The City of **COSTA MESA**

***BELLFLOWER BOULEVARD PAVEMENT REHABILITATION PROJECT**

The City of **BELLFLOWER**

BALL ROAD & SUNKIST STREET WIDENING PROJECT

The City of **ANAHEIM**

PEDESTRIAN ACCESSIBILITY PROJECT - PHASE II

The City of **PLACENTIA**

BASTANCHURY ROAD REHABILITATION PROJECT

The City of **PLACENTIA**

SHOEMAKER AVENUE REHABILITATION & DRAINAGE IMPROVEMENTS

The City of **NORWALK**

PCH AT VISTA MONTANA/ANZA AVENUE INTERSECTION IMPROVEMENT

The City of **TORRANCE**

***MANHATTAN BEACH BLVD. & SEPULVEDA BLVD. WIDENING**

The City of **MANHATTAN BEACH**

RESIDENTIAL STREETS REHABILITATION PROJECT

The City of **WEST COVINA**

** Indicates the listed project is also included in the Firm Experience*

UDY SMEETS, PE | PROJECT & CONSTRUCTION MANAGER

BACKGROUND

Ludy has over 38 years of civil engineering experience with focus on Project Management and Construction Management. He also has experience in the design of civil engineering projects such as street, sewer, water, and storm drain projects. Ludy has management level experience working in public works departments in cities throughout Southern California. His experience includes public agency budgeting, project implementation, project design, PS&E development, contract bidding, award administration, construction management and project closure reporting. He has selected, directed and managed consultants, architects and engineers as required in order to meet public works department goals and objectives. He has supervised and trained city staff junior engineers. His many responsibilities included providing project management for federally funded projects, and state funded projects.

EXPERIENCE

AS PROJECT MANAGER

BALL RD. AND SUNKIST ST. INTERSECTION & ROADWAY IMPROVEMENTS

The City of **ANAHEIM**

ORANGE AVENUE STREET IMPROVEMENT PROJECT

The City of **LONG BEACH**

ARTESIA BOULEVARD IMPROVEMENTS

The City of **LONG BEACH**

BOLSA CHICA STREET ENHANCEMENTS & IMPROVEMENTS

The City of **WESTMINSTER**

CULVER DRIVE & WALNUT AVENUE INTERSECTION STUDY

The City of **IRVINE**

AS CONSTRUCTION MANAGER

ARLINGTON DRIVE BIO-SWALE & STORM DRAIN IMPROVEMENT

The City of **COSTA MESA**

NEIGHBORHOOD PARK RENOVATIONS - CHERRY PARK PROJECT - PW 2017-17C

The City of **LAKE FOREST**

WATER FACILITIES OVERSIGHT/LANDFILL EXPANSION/CITY WATER SYSTEM REPAIR

The City of **WHITTIER**

BOLSA CHICA STREET ENHANCEMENTS & IMPROVEMENTS

The City of **WESTMINSTER**

CULVER DRIVE & WALNUT AVENUE INTERSECTION STUDY

The City of **IRVINE**

** Indicates the listed project is also included in the Firm Experience*

JONATHAN WU, PE, PLS, QSD | PROJECT MANAGER

BACKGROUND

Jonathan is a registered Civil Engineer with over 27 years of experience in public works. He is certified by the Project Management Institute as a Project Management Professional (PMP) and is a Qualified SWPP Developer. Jonathan has a BS and MS in Civil Engineering from the University of Southern California (USC). Jonathan has experience working for Caltrans as a Construction Manager and Resident Engineer. He also provided construction management to the Cities of Anaheim, Rancho Cucamonga, Diamond Bar, and Placentia, where he was involved in delivering multi-million-dollar CIP projects. Jonathan has also performed as interim City Engineer/Principal for the City of El Monte and City of Baldwin Park. Throughout his vast experience, Jonathan was responsible for supervising and managing the on-site construction work in accordance to the contract documents, plans, specifications, and code requirements. He was also responsible for reviewing the daily, weekly, and critical path work schedule for potential delays or conflicts and communicating any potential issues to the contractor. Jonathan also has experience with multi-agency coordination, and working with Caltrans, the County, and utility companies - to name a few.

EXPERIENCE

ANNUAL SLURRY SEAL, STREET, CURB RAMP, & DRAINAGE IMPROVEMENTS

The City of **DIAMOND BAR**

CIP STREET WIDENING, RR GRADE SEPARATIONS, EASEMENT & UTILITY COORDINATION

The City of **PLACENTIA**

MORNING CANYON ROAD RECONSTRUCTION PROJECT

The City of **DIAMOND BAR**

*STREET & SLURRY SEAL REHABILITATION - PHASE III

The City of **LAGUNA BEACH**

*STAFF AUGMENTATION AND PROGRAM MANAGEMENT SERVICES

The City of **DOWNEY**

ANNUAL SLURRY SEAL, STREET, CURB RAMP, & DRAINAGE IMPROVEMENTS

The Cities of **EL MONTE, BALDWIN PARK, HAWAIIAN GARDENS**

GRAND AVE. BEAUTIFICATION PROJECT - FEDERAL PROJECT HPLUL-5455

The City of **DIAMOND BAR**

*7-YEAR ANNUAL RESIDENTIAL REHABILITATION

The City of **DIAMOND BAR**

FY 19/20 STREET REHABILITATION PROJECT & SANTIAGO BOULEVARD REHABILITATION PROJECT

The City of **VILLA PARK**

* Indicates the listed project is also included in the Firm Experience

ED FERNANDEZ, PE, ICBO | CONSTRUCTION MANAGER

BACKGROUND

Ed has more than 42 years of experience in major construction projects in both the public works sector and private development, 10 years of which entailed administrating and inspecting municipal construction projects. Ed's expertise is in Public Works Capital Improvement Projects, which includes: construction of roadways, storm drain facilities, traffic signals, streetscape, parks, and bridge structures. He is extremely familiar with the process of construction management, project management involving design, and construction inspection. In the past he has performed duties as an Owner's Representative, Associate Project Engineer, and Senior Inspector, namely for the City of Irvine, and Construction Supervision, earning him a diverse experience in the Civil Engineering field. During his Irvine services, he was managing the pre-construction meeting to the final acceptance and accounting. Included in his expansive experience was the responsibility in supervising and managing the on-site construction work in accordance to the contract documents, plans, specifications, and code requirements. He was also responsible for reviewing the daily, weekly, and critical path work schedule for potential delays or conflicts, and communicating any potential issues to the contractor. Eduardo also has experience with multi-agency coordination, and working with Caltrans, the County, and utility companies - to name a few.

EXPERIENCE

*RESIDENTIAL STREETS IMPROVEMENT - PHASE I

The City of **ANAHEIM**

ALTON PARKWAY LEFT TURN LANE PROJECT

The City of **IRVINE**

JEFFREY ROAD GRADE SEPARATION AT BNSF/METROLINK RXR

The City of **IRVINE**

CAMPUS DRIVE REHABILITATION FROM JAMBOREE ROAD TO MACARTHUR BOULEVARD PROJECT

The City of **IRVINE**

SENIOR CIVIL ENGINEER, MANAGEMENT & COORDINATION-CITYWIDE PROJECTS

The City of **IRVINE**

JEFFREY ROAD WIDENING PROJECT

The City of **IRVINE**

WALNUT AVENUE BRIDGE WIDENING

The City of **IRVINE**

IRVINE CENTER DRIVE SIGNAL COORDINATION

The City of **IRVINE**

ALTON PARKWAY WIDENING

The City of **IRVINE**

* Indicates the listed project is also included in the Firm Experience

MICHAEL NGUYEN | CONSTRUCTION INSPECTOR

BACKGROUND

Michael has accomplished over 31 years of experience in public works inspection. 16 of Michael's 31 years of experience involved working for the County of Orange, where he started as a Construction Inspector and rose up to the highest attainable position in the County's inspection series as a Supervising Construction Inspector (recently changed to Administration Manager I). As part of his responsibilities, Michael provided daily construction reports, drafted daily documentation of project on-site labor activities, equipment use and hours worked; measured, calculated, and recorded all construction measurements and quantities; implemented safety on the construction site; ensured NPDES compliance for State and regional Water Quality Control Boards; and captured site and work in progress photos. While at the County of Orange, he was dubbed The Slurry King due to his ability to document and track quantities in such a precise way.

EXPERIENCE

***2017-2019 STREET & SLURRY SEAL REHABILITATION - PHASE III**

The City of **LAGUNA BEACH**

2017 SLURRY SEAL PROGRAM (I-139 / I-159)

The City of **TORRANCE**

ASPHALT OVERLAY RESURFACING OF VARIOUS STREETS - PHASES I, II, III, & IV

The County of **ORANGE**

ROBERT VALLE | CONSTRUCTION INSPECTOR

BACKGROUND

Robert is a highly skilled Public Works inspector with over 30 years of experience. He emphasizes an attention to quality, detail and safety on various types of construction projects. His experience involves supplemental task orders and contract change orders; submittals and RFI's review; signatory on Notice to Proceed, Progress Payments, Notice of Completion, inspector daily logs, photographs, concurrence of quantities with contractor for payment, and attending meetings with design engineers, stakeholders, and outside agencies. He is well versed in agency special provision that involve Caltrans Standards & Specifications, Standard Specifications for Public Works Construction (Greenbook), public works agency standards, CA MUTCD and WATCH Manual, Regulatory Permits, and NPDES Requirements, alongside document control. Robert also incorporates his skills and knowledge in managing public relations, and he is effective with adept communication toward project stakeholders. He has worked on projects involving road and arterial maintenance and rehabilitation, flood control and bridge repair, grind and overlay, slurry seal, traffic signal upgrades, PCC removal, ADA ramps replacement, curb, gutter and sidewalk.

EXPERIENCE

SANTIAGO CANYON ROADWAY IMPROVEMENTS

The City of **LAKE FOREST**

GLASSELL AVENUE STREET/BRIDGE WIDENING PROJECT

The City of **ANAHEIM**

SKYLINE DRIVE STORM DRAIN AND SEWER

The City of **LAGUNA BEACH**

* Indicates the listed project is also included in the Firm Experience

KHALID DAWOOD | CONSTRUCTION INSPECTOR

BACKGROUND

Khalid has developed over 36 years of experience in engineering, construction management and inspection services on a wide variety of Public Works Capital Improvement Projects, including street, sewer, water and storm drain improvements. He also has completed a number of projects involving dry utility, bridges and overpasses, pump stations, and mass grading, and is NASSCO certified for CCTV sewer video review and evaluation. In those same 36 years, Khalid has acquired thorough knowledge of the Caltrans Standard Plans and Standard Specifications, Caltrans Construction, and Standard Specifications for Public Works Construction Manuals, as well as OSHA requirements and all standards for traffic control. In his role serving as a construction inspector, Khalid's responsibilities involve site observation, construction QA/QC, maintaining general safety within the construction site, preparing daily reports alongside photo and video documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City Project Manager, labor compliance and EEO interviews, providing recommendations/responses for contractor RFIs, assisting with submittal and shop drawing reviews, and assisting with the progress payment reviews. He also conducts constructability reviews and provides technical support during project bidding and award.

EXPERIENCE

COMPTON BOULEVARD & WILMINGTON AVENUE SEWER REPLACEMENT

The City of **COMPTON**

CITYWIDE CDBG STREET IMPROVEMENTS

The City of **TORRANCE**

SPRINGDALE STREET WATER MAIN REPLACEMENT & WATER LINE REHABILITATION

The City of **HUNTINGTON BEACH**

CHRIS BOREN | CONSTRUCTION INSPECTOR

BACKGROUND

Chris is an exceptional Construction Inspector at Onward Engineering, having achieved a variety of certifications and has taken part in multiple training programs over his 15 years of experience. His experience includes a plethora of projects, and he advocates safety and quality at the jobsite. His accuracy and efficiency in the field ensure a successful project. Chris' work will always include making sure that the contractor is efficient with his time and acting in the best interest of the City as their advocate in the field.

EXPERIENCE

CHINO HILLS PARKWAY & CHINO AVENUE REHABILITATION - STPL FUNDED

The City of **DIAMOND BAR**

BRISTOW PARK NEIGHBORHOOD REHABILITATION PROJECT

The City of **COMMERCE**

CRENSHAW BLVD. & LOMITA BLVD. INTERSECTION IMPROVEMENT PROJECT

The City of **LOMITA**

* Indicates the listed project is also included in the Firm Experience

RYAN DENNIS | PROJECT ENGINEER

BACKGROUND

As a Project Engineer for OE, Ryan leads the design team by performing and coordinating detailed designs on public works projects. Ryan has over 15 years of experience. He received his degree in Civil & Environmental Engineering from the University of Calgary and is a Registered Civil Engineer in Alberta, Canada. He possesses an ability to produce drawings, layouts, sketches, maps, and graphic representations of engineering designs. He also has extensive knowledge of AutoCAD Civil 3D. Ryan provides support during the overall engineering and design effort.

EXPERIENCE

GREENSTONE PAVEMENT RECONSTRUCTION PROJECT

The City of **SANTA FE SPRINGS**

*CITYWIDE ADA RAMPS/PATH OF TRAVEL PEDESTRIAN ACCESSIBILITY IMPROVEMENT

The City of **LONG BEACH**

RESIDENTIAL STREETS REHABILITATION PROJECT

The County of **WEST COVINA**

DAYTON LOWE | PROJECT ENGINEER

BACKGROUND

As a Project Engineer for OE, Dayton lends his 18 years of design and engineering experience in performing and coordinating detailed designs on arterial roadways, utility coordination for major relocations on high profile projects and he assists in coordination efforts on multiple projects. He possesses an ability for the preparation of drawings, layouts, sketches, maps, graphic representations and calculations of engineering designs. Dayton's expansive engineering design knowledge extends to the design of roadway layouts involving intersections, roundabouts, turn-lanes and travel lanes, gravity sanitary sewer and force main systems and pump stations, water mains for residential, commercial and industrial projects, drainage calculations preparation for effective and efficient drainage systems, and the design of grading plans for storm water drainage and ADA compliance. Dayton makes use of his extensive knowledge of AutoCAD, Autodesk Civil 3D, Eagle Pointe Civil package, and others to complete the design tasks at hand. Dayton is also extremely proficient in document preparing and package submittals to governmental agencies for obtaining permits required for construction. Dayton provides advanced support during the overall engineering and design process.

EXPERIENCE

SPRING STREET AT BELLFLOWER & LAKEWOOD BLVD. INTERSECTION IMPROVEMENT

The City of **LONG BEACH**

WALNUT STREET & SEWER MAIN INFRASTRUCTURE IMPROVEMENTS

The City of **WHITTIER**

*WEST 17TH STREET WIDENING PROJECT

The City of **COSTA MESA**

* Indicates the listed project is also included in the Firm Experience

SECTION

**SUB-
CONSULTANTS**

D: SUB-CONSULTANTS



Topographic Surveying

Lam Le
Professional Land Surveyor

p: (909) 484.4200
f: (909) 484.4229

1269 Pomona Rd, Suite 108
Corona, CA 91710

QUALIFICATIONS

BS: Aerospace Engineering - California State Polytechnic University, Pomona, CA

ABOUT

Lam has over 18 years of experience as a Project Manager, Project Surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, and computer-aided design and drafting. Lam's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions and has done extensive title analysis for property establishments along with ALTA Surveys.

EXPERIENCE

FY 2018-19 STREET REHABILITATION

ALHAMBRA, CA

CL Survey performed a field topographic survey of the proposed project site to document existing site topography and planimetrics. Substantial visible improvements were located within the street right of way, including lane stripping, utilities, manholes, valve covers, utility vaults and covers, sign posts, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc. Visible indications of surface utilities lying within the project limits were located, as will accurate lid/rim elevations. Street cross sections were taken at 50 foot intervals. The standard cross sectional data will consist of a back of walk elevation, Top of Curb, Flow Line, Gutter Lip, and crown for both sides of the street. CL Survey also provided the monument preservation on this project.

CONTACT

Stephanie Camorlinga
Engineering Associate

(626) 570-5067
scamorlinga@cityofalhambra.org
111 S. First Street,
Alhambra, CA 91801

FY 2018-19 CDBG STREET IMPROVEMENTS

HESPERIA, CA

CL Survey performed a field topographic survey of the proposed project site to document existing site topography and planimetrics. The project consists of constructing approximately 8,550 linear feet of streets. The project limits included Ash Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), Larch Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), and Wells Fargo Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet). The streets are located within a residential zone and are to be upgraded from dirt roadways to 26" wide asphalt concrete pavement with an inverted crown design. Additionally, all surface utility appurtenances were to be preserved/modified to accommodate the new roadways and driveways of the adjacent residences were tied into the streets.

CONTACT

David Burkett
Project Manager

(760) 947-1202
dburkett@cityofhesperia.us
9700 Seventh Avenue
Hesperia, CA 92345

SECTION

**WORK
APPROACH**

A: DESIGN ENGINEERING SCOPE OF WORK

PHASE
1

PRELIMINARY DESIGN

TASKS DELIVERABLES

KICK-OFF MEETING

meeting minutes & agenda
digital copy of project schedule
(to be updated as necessary)

RESEARCH & REVIEW DATA

existing records matrix
digital copies of existing records
(roadway, right-of-way, utility)

UTILITY RESEARCH & NOTIFICATION

utility contact matrix
1st, 2nd & final utility notices
utility notification log
correspond with each utility owner
(digital copies each)

SITE EVALUATION

site evaluation notes & photos
pavement marking
street inventory
(digital copy each)

TOPOGRAPHIC SURVEY

survey notes
topographic survey basemap
(CAD Civil 3D survey files)

GEOTECHNICAL INVESTIGATION

pavement report
core & soil samples

TRAFFIC IMPACT ANALYSIS

traffic index report

CALTRANS COORDINATION

coordination notes

ENVIRONMENTAL STUDIES

environmental report

QUALITY CONTROL

Plan checks verify that the plans meet the 5 C's: consistent, clear, correct, constructible, and complete. Quality Control means performing all activities in conformance with valid requirements, no matter how large or small their overall contribution would be to the design process. Good CAD techniques, attention to detail, and correct and useful plans for the contractor are also essential to quality.

PHASE
2

DESIGN PHASE

TASKS DELIVERABLES

BASE SHEETS

base maps
(street/right-of-way/utility)
project schedule
(digital copies of each)
(to be updated as necessary)

PREPARE CONCEPT PLANS

concept plans
30% plans
(digital copy)

DRAINAGE STUDIES

drainage report
(digital copy)

65% PS&E

65% design plans
engineer's estimate
project specifications
(digital & 2 hard copies)
65% meeting minutes & agenda

DESIGN QA/QC

3 TIER REVIEW

GROUND LEVEL

Drafting
Calculations
Document
Formatting

PROJECT MANAGEMENT LEVEL

Design & Project
Intent Compliance

QA/QC LEVEL

Document
Completion
"Biddable"
Plans

SUBMITTED DOCUMENTS

INITIAL PEER REVIEW

PROJECT MANAGEMENT REVIEW

QA/QC REVIEW

PHASE
3

FINAL DESIGN

TASKS DELIVERABLES

95% PS&E

95% design plans
engineer's estimate
project specifications
(digital & 2 hard copies)
95% meeting minutes & agenda
project schedule
(digital copies of each)
(to be updated as necessary)

FINAL PS&E

100% plans
(hard copy-24" x 36" double matt
4mm mylar sheets-signed & stamped)
final engineer's estimate
final construction cost estimate
(digital & hard copies each)
complete PS&E package
(digital copy-USB flash drive)

PHASE
4

BID ASSISTANCE & CONSTRUCTION SUPPORT

DELIVERABLES

Provide Assistance
Responding to Design RFI's
Prepare & Issue Addenda
Submittal Review Support
Review Shop Drawings
Attend Kick-Off Meetings
Prepare As-Built Drawings

CONSTRUCTION
SUPPORT

QUALITY ASSURANCE

Design quality is the foundation for keeping costs under control during construction. Effective Construction Management (CM) begins during design because CM costs (change orders and claims) are largely determined by design quality. Plans and specifications must be of high quality, which means they must be clear and understandable, complete, accurate, consistent, and constructible.


PROJECT CONTROLS

OE utilizes a set of technology-based tools to manage costs, scheduling and documentation. These tools are capable of advancing the progress of our projects by delivering real-time project related updates and reports, providing 24/7 access of the project files to City team members, and allowing our team to keep the project on track. In addition, these tools serve to provide a dynamic repository of data, which we can use to seamlessly store, access, share and disseminate important project details. As a result, the City benefits from great increases in project transparency, collaboration, clarity and communication. OE can provide all necessary resources (ie. computers, work spaces, required materials, etc.).

COST CONTROL

One of our core corporate philosophies is honesty and transparency. We use Advanced Financial Software to prepare Invoices and Reports, which allows the City to request Billing Statements at any time in the billing cycle. We can also send a real-time hourly & expense report to compare resources used and/or remaining.

DOCUMENT CONTROL

OE operates and processes on a HIPAA Certified, enterprise grade, cloud filing system that will be used on all documents and folders to ensure proper documentation and transparency. We map all of the City's standards, folder structure, templates and document formats and store it on our cloud-based  **ENTERPRISE** account for implementation. This cloud-based account allows for secure, remote access and review of our entire filing system by City staff, to ensure that documentation and filing is done in compliance with the project requirements. Each City staff member attached to the project will be able to select a password which provides access to view, upload, or download any of the project files (DCRs, correspondence, submittals, CCOs, progress payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, Meeting Minutes, etc.) without having to change the City's existing IT framework. This document control system is also compliant with Caltrans' LAPM filing requirements. Additionally, this flexibility allows the City staff access to the project files anywhere and on any device, as well as provide access to select files (like photos) to other collaborators.

SCHEDULE CONTROL

The OE team values time, for both our clients and our team members. To keep projects efficient, on track, and to maintain transparency, our investment in scheduling tools include Microsoft Project and Microsoft Primavera, along with course participation by our in-house staff. Every time we submit a proposal, we prepare a Critical Path Method (CPM) schedule which corresponds to our Resource Allocation Chart and fee proposal. CPM scheduling is highly useful as it allows OE to digitally input, analyze, modify, and share project scheduling. When preparing the Schedules, OE consider resources, tasks, relationships and durations. OE makes use of this information to maximize efficiency. When awarded a contract, our team updates the schedule with the Notice to Proceed date. This is then imported into our proprietary solution "Onward Collab" which the City will then have full access to. From there, OE can seamlessly document and assign tasks and subtasks. The result is that the details and the progress of the project would be available at all times to be tracked by the City and by our QA/QC team in real-time. Project Managers can then assess the workload of every team member at any given time, so that immediate adjustments can be made to the project. For example, if additional resources are needed to meet a milestone, the City would have immediate access to all change details.

D: CM/INSPECTION SCOPE OF WORK

PHASE
1

PRE-CONSTRUCTION

TASKS DELIVERABLES

PRE-CONSTRUCTION MEETING	meeting minutes meeting agenda
CONSTRUCTABILITY REVIEW	
RFI COORDINATION	assist in RFI review
SUBMITTAL REVIEW	submittal log stamped submittals recommendations

PHASE
2

CONSTRUCTION

TASKS DELIVERABLES

BI-WEEKLY MEETINGS	meeting agenda & minutes status reports
SCHEDULE REVIEW	construction schedule updates
COMMUNITY COORDINATION	community coordination records discussion notes date of discussions actions taken
CONSTRUCTION INSPECTION	daily reports working day statements daily photo diary raw image files & video (digital)
TRAFFIC CONTROL	traffic control notes
JOB SAFETY COMPLIANCE	safety infraction reports
CHANGE ORDERS	change order notes change order recommendations ensure accurate records quantities ensure records back-up
LABOR COMPLIANCE	contractor certified payroll records CM payroll review notes employee interview forms employee interview reports
MATERIALS TESTING	testing reports
CONSTRUCTION DOCUMENTATION	(see <i>job control documents</i> and <i>project records</i>)
WATER QUALITY SWPPP	
RFI COORDINATION	assist in RFI review
SUBMITTAL REVIEW	submittal log stamped submittals recommendations

PHASE
3

POST-CONSTRUCTION

TASKS DELIVERABLES

FINAL WALK THROUGH & INSPECTION	IOR red - lines contractor red - lines CM coordination records final as-built documentation
AS-BUILT PLANS	preliminary punch list final punch list
PUNCH LISTS	
NON-COMPLIANCE ITEMS	non-compliance notes
COMPLETION RECOMMENDATIONS	completion recommendations final report of completion final punch list
FINAL PAYMENT REQUESTS	final payment recommendations CM payroll review notes employee interview forms employee interview reports final project files (per LAPM) final project report
CONSTRUCTION DOCUMENTATION	as - built drawings digital set of drawings construction files
SUBMIT PROJECT FILES	
WATER QUALITY SWPPP	
LABOR COMPLIANCE	notes

JOB CONTROL DOCUMENTS

Project Schedule
Bid Schedule
Weekly/Bi-Weekly Status Reports
Weekly Statements Of Working Days
Construction Change Orders
Monthly Construction Payments
Certified Payroll Records
Labor Compliance Documents

PROJECT RECORDS

DCRs & RFIs
Correspondence/Submittals
CCOS & Progress Reports
Lab & Field Test Reports
Materials Delivery Tickets
Compliance Certification
Progress Reports/Photos
Meeting Minutes
Guarantees/Certifications
Affidavits/Leases/Easements

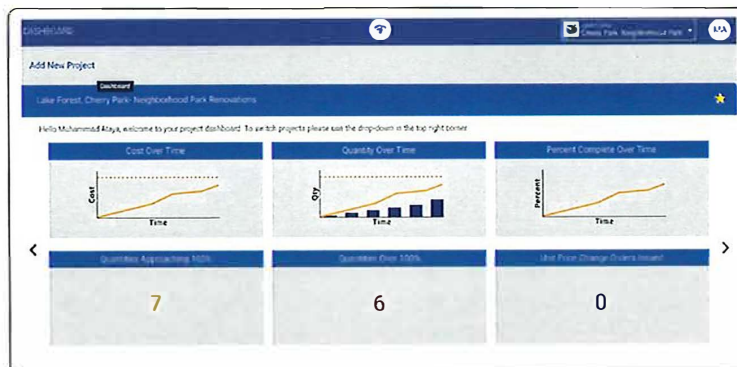
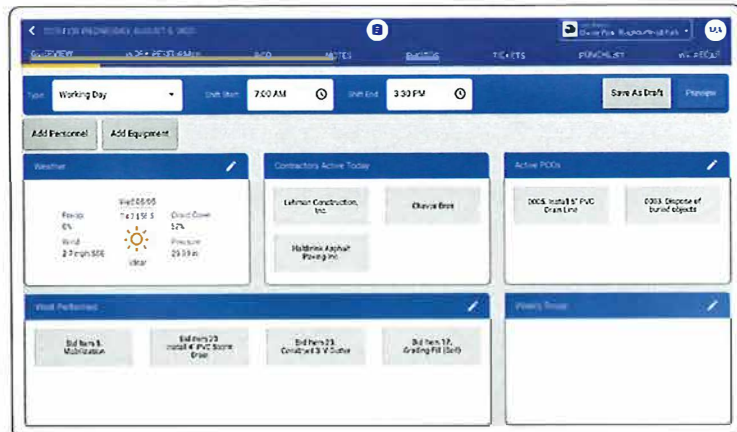
ORANGE VEST APPLICATION



OE proposes utilizing the **ORANGE VEST APP** for construction reporting.

The value of this tool is unprecedented and took our team over 4 years to develop, and includes input from former County, City and Public Works Professionals and Supervising Inspectors. The application contains our filing system and structure which will then be available to the City in real-time.

The DCR interface is shown in the attached screenshots.



WORK TASKS

MATERIALS TICKETS

will be scanned and available at the start of the next working day.

DAILY CONSTRUCTION REPORTS

will be prepared daily, and will be available to City personnel at the start of the next working day. In addition, OE uses a proprietary construction reporting tool called Orange Vest, which makes the DCR, Photo Diary, Quantities, and Potential Change Order items available in real-time. As soon as the daily construction is completed, the Inspector will publish this report and the City will have access to it.

Classification	Name / Description	Foreman	Hours	Mile Hrs.
Superintendent	Mark Latham Latham Construction, Inc.		15.0h	
Laborer	David Duma Latham Construction, Inc.	✓	20.0h	
Work Truck	1943079 Latham Construction, Inc.		20.0h	
Work Truck	For 2440417,1 Latham Construction, Inc.		10.0h	
Excavator	1943079 Latham Construction, Inc.		20.0h	
COMPACT	1943079 Latham Construction, Inc.		20.0h	
Laborer	Quarles Latham Construction, Inc.		20.0h	
ALL Classification	ALL Hours / Description			

DAILY PHOTO DIARIES

will be prepared daily, and will be available to City personnel at the start of the next working day or sooner. The proprietary tool will also make this faster, with City staff having access to the photos as part of the actual DCR at the close of every day's construction activities.

QUANTITIES

will be updated daily, pulling information from all published DCRs. The City can login and see Quantities at any point in the project. Alerts at 75%, 100%, and overages will go to all City personnel and our CM team so that we can be proactive in managing the work of the Contractor.

WEEKLY STATEMENT OF WORKING DAYS

will be automatically prepared every Sunday utilizing the data in the DCRs and will be forwarded to the City's Construction/Project Manager for review.

FIELD NOTIFICATIONS

will be prepared in real-time and made available to the City. They will include incident report details, date, time, and weather, as well as any corrective action necessary.

PUBLIC OUTREACH

TELEPHONE HOTLINE

OE establishes project hotlines to provide businesses, residents, and City staff 24/7 access to project personnel. The City will be provided with a hotline for this project that can function as the contact number for the duration of the project life cycle. All calls are tracked, so a call log can easily be generated and saved, with caller information, time of call, and voice-mail.

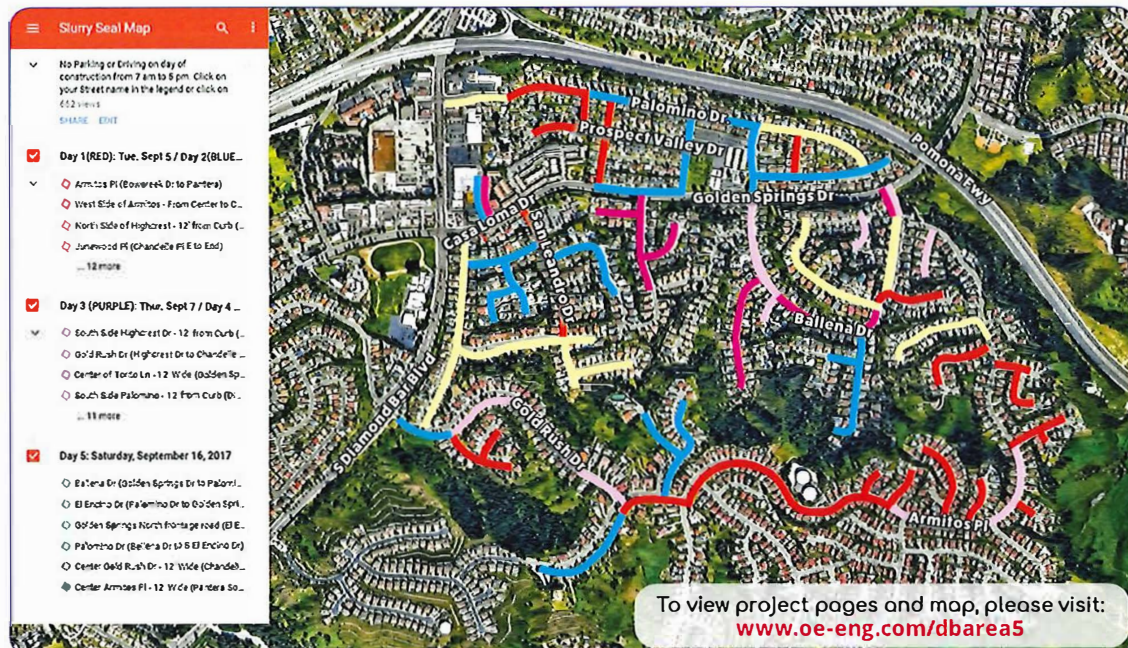
INFORMATIVE WEBPAGE

OE offers informative web pages, hosted on a separate sub-domain linked directly to the City's website. This allows OE to directly produce and update all public notices (PDFs), project information and updates, and dynamic maps without requiring City time and resources through the process. The website also includes public notices which we will prepare for the Contractor on behalf of the City. These notices are a great way for residents to be made aware of the project, to read the notices, and to follow driving or parking restrictions.



INTERACTIVE WEB MAPS

OE has the tools and skills to build interactive and dynamic maps to keep the public informed. Any affected stakeholders can access our maps online for updates on detours, phasing, temporary parking, street closures, and general project limit information. OE would manage and update the site and content in real-time in accordance with City requirements. This in-turn provides the City with convenient, easy-to-access content for oversight and to disseminate valuable information.



C: ENGINEERING STAFF AUGMENTATION SCOPE

With our prior experience in a number of nearby Cities, OE can deliver the expertise of our staff to assist in providing project and program management during the planning phase.

These services could include:

PLANNING MANAGEMENT

- Project Funding Analysis & Acquisition (Federal, State, & local programs).
- Design Scenario Analysis for roadway or drainage segments.
- Traffic Impact Analysis & Scenarios.
- Community Coordination/Public Outreach activities.
- Stakeholder Meetings & coordination.
- Preparing a Master Project Budget & Schedule.
- Requests for Proposal Preparation & develop criteria for design consultant selection.
- Evaluating design candidates & making recommendations.
- Prepare & review Contracts for the selected design consultants.

ENVIRONMENTAL MANAGEMENT

- Identify & develop Scope of Work for Capital Improvement Projects.
- Prepare RFP, coordinate Proposal Review & Evaluation & administer Consultant Contracts for environmental, preliminary, & right-of-way engineering services (as necessary).
- Submit Award Recommendations to the most qualified consultant.
- Define a complete & detailed Project Description.
- Delineate a Project Study Area to meet Technical Analyses & Environmental Documentation.
- Coordinate Legal Descriptions & Plat Maps preparation of right-of-way acquisitions.
- Coordinate, Prepare & Complete RFA Package on Federally Funded projects for Caltrans.

DESIGN MANAGEMENT

- Monitor and facilitate design consultants' Plan Checking with all pertinent agencies.
- Review Plans & Technical Specifications for completeness and constructability.
- Prepare a Master List for all plan check comments and responses.
- Review the Engineer's Estimate for accuracy and provide Value Engineering reviews.
- Provide reports for Grant Requirements.
- Perform a Pre-Construction Survey, and prepare Bidding Documents.
- Prepare necessary Federal Forms/Reports for authorization to proceed with bidding.

BIDDING MANAGEMENT

- Monitor and facilitate design consultants' Plan Checking with all pertinent agencies.
- Review Plans & Technical Specifications for completeness and constructability.
- Prepare a Master List for all plan check comments and responses.
- Review the Engineer's Estimate for accuracy and provide Value Engineering reviews.
- Provide reports for Grant Requirements.
- Perform a Pre-Construction Survey, and prepare Bidding Documents.
- Prepare necessary Federal Forms/Reports for authorization to proceed with bidding.

CONSTRUCTION MANAGEMENT

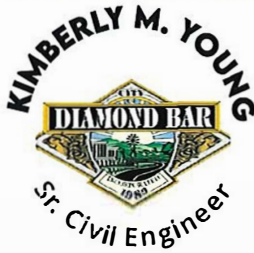
- Reviewing Construction Schedules, and schedule & coordinate Weekly Meetings.
- Process RFIs, Submittals and review Change Orders.
- Maintain cost Accounting Records and coordinate Specialty Inspections.
- Establish & implement jobsite Safety Measures in compliance with CAL-OSHA.
- Track Quantities and comply with any federal funding requirements.
- Maintain a project Filing System in compliance with Caltrans Local Assistance Procedures Manual.
- Provide Post-Construction Phase Services.

SECTION

**CLIENT
REFERENCES**

CLIENT REFERENCES

A: DESIGN ENGINEERING



(909) 350-7632
now in the City of Fontana
kyoung@fontana.org
16489 Orange Way
Fontana, CA 92335

*7-Year Annual Residential
Roadway Rehabilitation*



(714) 754-5180
jennifer.rosales@costamesaca.gov
77 Fair Drive,
Costa Mesa, CA. 92626

*Newport Boulevard
Widening Improvements*



(949) 724-7365
ubui@cityofirvine.org
6427 Oak Canyon-Bld.1.
Irvine, CA 92618

*Portola Pkwy./Sand Cnyn.
Ave. Street Rehabilitation*

C: STAFF AUGMENTATION



(562) 622-3468
d Gutierr@downeyca.org
11111 Brookshire Avenue
Downey, CA 90241

*Staff Augmentation &
Program Management
Services*



(562) 570-6586
keith.hoey@longbeach.gov
411 W Ocean Boulevard, 5th Floor
Long Beach, CA 90802

City Traffic Engineer Service



(562) 904-7102
(now in the City of Downey)
dconsunji@downeyca.org
11111 Brookshire Avenue
Downey, CA 90241

*Director of Public Works &
City Engineer*

D: CONSTRUCTION MANAGEMENT AND INSPECTION



(714) 765-6893
lrea@anaheim.net
400 E. Vermont
Anaheim, CA 92805

*Neighborhood Residential
Streets Improvements
-Phases I & II*



(949) 497-0300
mtrestik@lagunabeachcity.net
505 Forest Avenue
Laguna Beach, CA 92651

*2017-2019 Street & Slurry
Seal Rehabilitation-
Phases I, II, III*



(310) 618-3074
eoverstreet@torrnet.com
20500 Madrona Avenue
Torrance, CA 90503

*Downtown Pedestrian
Improvement Project -
T-115*

EXHIBIT C



HOURLY RATES

Request for Proposals for
On-Call Professional Engineering Services
for the City of Santa Fe Springs.

PRINCIPAL

In-Charge

\$150 hourly

PROJECT MANAGER

\$140 hourly

PROJECT ENGINEER

\$115 hourly

TRAFFIC ENGINEER

\$150 hourly

CONSTRUCTION MANAGER

\$140 hourly

COMMUNITY COORDINATOR

\$75 hourly

CONSTRUCTION INSPECTOR

\$115 hourly

\$150 hourly/OT

\$180 hourly/OTx2

PERMIT TECHNICIAN

\$50 hourly

CLERICAL STAFF

\$55 hourly

PLAN CHECKER

\$110 hourly

OE pays all Construction Inspectors prevailing wage rates in compliance with the requirements set forth by the Department of Industrial Relations (DIR).



CONSENT AGENDA

Acceptance of 2020 State Homeland Security Program (SHSP) Funds for the Purchase of Two (2) Drager X-am 8000 Multi-Gas Monitors, Ancillary Equipment, and Extended Warranty

RECOMMENDATION(S)

- Accept 2020 State Homeland Security Program (SHSP) funds in the amount of \$54,216.14 and authorize the purchase of two (2) Drager X-am 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty from Safe Environment Engineering.

BACKGROUND

The 2020 State Homeland Security Program (SHSP) has a performance period of three years and closes for spending in May of 2023. The 2020 grant has awarded funds for the purchase of two (2) Drager X-am 8000 Multi-Gas Monitors, ancillary equipment and extended warranty for the Department of Fire-Rescue, specifically for their State "Type-1" Hazardous Material Team. The monitor will be utilized for both response capabilities as well as training at the Regional Training Center for Hazardous Materials Specialist training.

The X-am 8000 Multi-Gas monitor is utilized to analyze and measure specific gasses that are programmed into the monitor. Hazardous materials monitoring is conducted on all responses and beyond chemicals, biological hazards and other releases, the atmosphere the responders are working in must be evaluated for safety. The device can be handheld or set out where an area needs to be monitored, and results (including alarms) are transmitted via blue-tooth technology. The unit can measure up to 7 different toxic gasses simultaneously, has intuitive charging, is rugged but also has technology to notify if it has been subject to mechanical falls. The units come with extended service and 3-year warranty, five (5) years of Smart LINC view and cloud service, specialized particulate monitoring capability, charging dock and carrying cradles, isobutylene sensors, and other ancillary equipment. Training for Santa Fe Springs Fire Rescue personnel are included in the total purchase price.

The State Homeland Security Grant Program (SHSP) awarded the funds to the Department of Fire Rescue in order for the Department to maintain their Hazardous Materials Type-1 status with the State. The Drager X-am 8000 monitor meets all State requirements for a Type-1 Hazardous Materials Team.

Below is a summary of the bids received for the Drager X-am 8000 Multi-Gas Monitors, Ancillary Equipment and Extended Warranty:



City of Santa Fe Springs

City Council Meeting

April 18, 2023

Vendor

Safe Environment Engineering
Drager
3G Safety Supply

Amount

\$54,216.14
\$56,808.00
\$56,892.84

FISCAL IMPACT

The State Homeland Security Program (SHSP) is a 100% reimbursable grant.
There will be no fiscal impact to the General Fund.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s)

1. Safe Environment Engineering Quote



Safe Environment Engineering

28320 Constellation Road

Valencia, CA 91355

Quote # : 12323DML3C

Date: 1/23/2023

Phone: 661.295.5500

Terms: NET 30
Valid: 90 Days
FOB: Valencia, CA
Delivery: TBD at time of order
Warranty: 1 Year unless otherwise stated
Rep: David Lamensdorf

Chris Shields
Santa Fe Springs Fire Department
Santa Fe Springs, CA

Phone: (562) 944-9713
Cell: (909) 224-2157
E-mail: Chris.shields@santafesprings.org

Line #	Description	Part #	Qty.	Price (ea)	Extension
1	X-am 8000 with Battery, Shoulder Strap, Internal Pump, Pump Adaptor, Inductive Charger and Power Supply 8325800, DrägerSensor PID 6813475, Cat Ex 125 Combustible Gas & Vapor 6812950, Carbon Monoxide 6813210, Oxygen (XXS O2) 6810881, Hydrogen Sulfide 6811525	J6404162400	2	\$ 4,736.00	\$ 9,472.00
2	X-site Live with 5 Year FirstNet Service: (Case, SmartLINC, AccuRad, TSI Particulate). Includes cloud server, MultiMeterViewer software and Smart LINC upgrades at the end of year 2 & 4. Case & Smart LINC warranty 3 years. AccuRad warranty 1 year. No reoccurring license fee.	NA10994	2	\$ 19,775.83	\$ 39,551.66
				SUBTOTAL	\$ 49,023.66
				Sales Tax	\$ 5,147.48
				Shipping	\$ 45.00
				TOTAL	\$ 54,216.14

Should you have any questions regarding this quotation, please contact David Lamensdorf at (661) 295-5500 or via email at davidl@safeenv.com

Thank you for your business.



CONSENT AGENDA

Resolution No. 9858 – Approving a First Amendment (Amendment) to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP

RECOMMENDATIONS:

- Approve Resolution No. 9858, approving a First Amendment to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP; and
- Find that the proposed action(s) is not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the First Amendment to the Purchase and Sale Agreement with Richman Santa Fe Springs Apartments, LP, to recognize the assignment of the Purchase and Sales Agreement to Richman Santa Fe Springs Apartments, LP and to revise Exhibit B of the Purchase and Sale Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

BACKGROUND

The Housing Successor is the owner* of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs. The largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road. The adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road. All four parcels are unimproved land with perimeter fencing.

*Note: A portion of the ±3.94-acre parcel has since been sold to The Whole Child.

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013.

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2109 with a team of three entities: The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

At the Housing Successor meeting of March 2, 2021, the Agency approved Resolution No. HS-2021-001, approve a Purchase and Sale Agreement with the Richman Group of California Development Company, LLC, to purchase a portion of the ±3.94-acre property. The Richman Group would develop the property with 102 units of housing of which 101 units would be affordable rental housing with a focus on providing a preference in rental to veterans. One of the exhibits within the Purchase and Sale Agreement was Exhibit B, labeled Rental Housing Project Description.

EXHIBIT B

RENTAL HOUSING PROJECT DESCRIPTION

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The Proposed units range from 569 to 1,136 square feet in size, and is comprised of the following unit mix:

Unit Mix				
Number of Bedrooms	Number of Units	%	Square footage/unit	Total square footage
1	47	46.1	569	26,743
2	27	26.5	847	22,869
3	28	27.4	1,136	31,808
Total	102	100.0	-	81,420

The proposed unit mix specifies that 42 of the 102 units will be designated as LMIHAF-assisted units, while 59 units will be funded with and designated as TCAC restricted. The proposed affordability targets for the rental units are as follows:

Affordability Targeting			
Income Target	Bedrooms	Number of Units	%
30% AMI - LMIHAF	1 Bedroom	18	17.65
60% AMI - LMIHAF	1 Bedroom	4	3.92
80% AMI - LMIHAF	1 Bedroom	0	0.00
30% AMI - LMIHAF	2 Bedroom	6	5.88
60% AMI - LMIHAF	2 Bedroom	3	2.94
80% AMI - LMIHAF	2 Bedroom	1	0.98
30% AMI - LMIHAF	3 Bedroom	6	5.88
60% AMI - LMIHAF	3 Bedroom	3	2.94
80% AMI - LMIHAF	3 Bedroom	1	0.98
50% AMI - TCAC	1 Bedroom	25	24.51
50% AMI - TCAC	2 Bedroom	16	15.69
50% AMI - TCAC	3 Bedroom	18	17.65
Manager's Unit	2 Bedroom	1	0.98
Total		102	100.00

Proposed-EXHIBIT B**EXHIBIT B****SCOPE OF DEVELOPMENT****RENTAL HOUSING PROJECT DESCRIPTION**

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The proposed units range from 569 to 1,136 square feet in size, and the project is comprised of the following unit mix:

Unit Mix				
Number of Bedrooms	Number of Units	%	Square footage/unit	Total square footage
1	47	46.1	569	26,743
2	27	26.5	847	22,869
3	28	27.4	1,136	31,808
Total	102	100.0	-	81,420

The proposed unit mix specifies that 30 of the 102 units will be designated as LMIHAF-assisted units. The proposed affordability targets for the LMIHAF-assisted rental units are as follows:

Affordability Targeting			
Income Target	Bedrooms	Number of Units	%
30% AMI – LMIHAF	1 Bedroom	18	17.6
30% AMI – LMIHAF	2 Bedroom	6	5.88
30% AMI – LMIHAF	3 Bedroom	6	5.88
Total		30	29.36

The initial funding strategy specifies that 30 units (29.4% of the total units) will be reserved for permanent supportive housing, which are represented in the above table as the 30% AMI – LMIHAF units. The inclusion of these units is dependent on available financing.

The rental units are to be constructed in multiple wood frame three-story structures and will also include a community building which houses the leasing office, a multi-purpose room, service provider space, computer center, fitness room and other amenities. 150 on-site parking stalls are to be provided, and access points to the community will be secured.

All work described above shall be performed in accordance with all applicable laws.

The proposed First Amendment to the Purchase and Sales Agreement would recognize the assignment of the Purchase and Sales Agreement to Richman Santa Fe Springs Apartments, LP and revise Exhibit B of the Purchase and Sales Agreement, in substantially the form of the new attached Exhibit B, incorporated herein by this reference. It was necessary to revise Exhibit B because other funding sources were pursued to fund the project. Per the requirements of those funding sources, the AMI mix had to be updated.

LEGAL REVIEW

The City's Legal Counsel has reviewed the Amendment.

FISCAL IMPACT

There are no fiscal impacts to the General Fund associated with the proposed Amendment.



Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9858: Approving a First Amendment to the Purchase, Sales and Development Agreement with Richman Santa Fe Springs Apartments, LP
2. First Amendment to Purchase, Sales and Development Agreement
3. Purchase and Sale Agreement (March 2, 2021)

RESOLUTION NO. 9858

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING A FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH RICHMAN SANTA FE SPRINGS APARTMENTS, LP

(Northwest Corner of Lakeland Road and Laurel Avenue)
(A Portion of APN 8011-012-902)

The City Council of the City of Santa Fe Springs does resolve as follows

Section 1. The City Council acting as the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the City Manager to execute a First Amendment to the Purchase and Sale Agreement with the Richman Group of California LLC, to recognize the assignment of the Purchase and Sale Agreement to Richman Santa Fe Springs Apartments, LP and to revise Exhibit B of the Purchase and Sale Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

Section 2. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the proposed action(s) is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

PASSED AND ADOPTED this 18th day of **April, 2023**, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of April 18, 2023, by and between, **THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (“Seller”)**, and **RICHMAN SANTA FE SPRINGS APARTMENTS, LP**, a Delaware limited partnership (“**Purchaser**”).

RECITALS:

- A. Seller and The Richman Group of California Development Company [sic] (“**Assignor**”) previously entered into that certain Purchase and Sale Agreement dated March 2, 2021 (“**Agreement**”).
- B. Subsequently, Assignor and Purchaser entered into that certain Assignment and Assumption of Purchase and Sale Agreement (“**Assignment**”) in which Purchaser assumed all of Assignor’s obligations under the Agreement.
- C. Seller and Purchaser wish to amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Recitals and Capitalized Terms. The foregoing recitals are true and are incorporated herein. Capitalized terms that are not defined in this Amendment have the meaning ascribed to them in the Agreement.
- 2. Revised Exhibit B. The existing **Exhibit B** attached to the Agreement is hereby deleted in its entirety and the **Exhibit B** attached to this Amendment is inserted in lieu thereof.
- 3. Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and is unmodified except as set forth in this Amendment. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, and all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile or other means of electronic transmission will be deemed to be an original signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of _____, 2023.

PURCHASER:

RICHMAN SANTA FE SPRINGS
APARTMENTS, LP, a Delaware limited partnership

By: Santa Fe Springs GP, LLC, a Delaware
limited liability company, its general partner

By: TRG Santa Fe Springs Member, LLC,
a Delaware limited liability company,
its sole member and manager

By: _____
Rick Westberg
Executive Vice President

SELLER:

HOUSING SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS

By: _____
Thomas Hatch
Interim Executive Director

EXHIBIT B

SCOPE OF DEVELOPMENT

RENTAL HOUSING PROJECT DESCRIPTION

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The proposed units range from 569 to 1,136 square feet in size, and the project is comprised of the following unit mix:

Unit Mix				
Number of Bedrooms	Number of Units	%	Square footage/unit	Total square footage
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3	28	27.4	1,136	31,808
Total	102	100.0	-	81,420

The proposed unit mix specifies that 30 of the 102 units will be designated as LMIHAF-assisted units. The proposed affordability targets for the LMIHAF-assisted rental units are as follows:

Affordability Targeting			
Income Target	Bedrooms	Number of Units	%
30% AMI – LMIHAF	1 Bedroom	18	17.6
30% AMI – LMIHAF	2 Bedroom	6	5.88
30% AMI – LMIHAF	3 Bedroom	6	5.88
Total		30	29.36

The initial funding strategy specifies that 30 units (29.4% of the total units) will be reserved for permanent supportive housing, which are represented in the above table as the 30% AMI – LMIHAF units. The inclusion of these units is dependent on available financing.

The rental units are to be constructed in multiple wood frame three-story structures and will also include a community building which houses the leasing office, a multi-purpose room, service provider space, computer center, fitness room and other amenities. 150 on-site parking stalls are to be provided, and access points to the community will be secured.

All work described above shall be performed in accordance with all applicable laws.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into as of March 2, 2021 (the "**Effective Date**"), by and between THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS (the "**Seller**") and The Richman Group of California Development Company, the "**Buyer**" and collectively, with Seller, the "**Parties**"), with reference to the following recitals of fact:

RECITALS

A. WHEREAS, Seller is the owner of that certain real property located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("**City**") comprised of four distinct parcels of land as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Master Site**");

B. WHEREAS, Buyer has proposed to develop a portion of the Master Site as an affordable housing development in a series of phases, ultimately intended to result in 102 units of family and special needs rental housing, with a focus on providing a preference in rental to veterans (the "**Project**"). A current description of the overall Project is attached as Exhibit "B" of this Agreement (the "**Project Description**").

C. WHEREAS, Buyer has proposed that Project be developed on that portion of the Master Site more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "**Property**");

D. WHEREAS, Buyer is an experienced developer of affordable multi-family housing projects, including affordable rental housing;

E. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller has agreed to sell the Property to Buyer, and (ii) Buyer has agreed to (a) buy the Property from Seller, (b) construct the Project on the Property, and (c) develop and operate the Project and the Property.

AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "**Business Day**" shall mean a day other than a Saturday, a Sunday or a day on which lenders in Los Angeles County are authorized or obligated by law or executive order to close.

(b) "**Close of Escrow**" means the date when Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires in order to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(c) "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) **"Construction Lender"** means the lender of the Construction Loan as further defined in Section 9(a).

(e) **"Construction Loan"** means the construction loan to be obtained by Buyer to finance, in part, the construction of the Project upon on terms and conditions consistent with TCAC Requirements and otherwise acceptable to Buyer in its sole discretion.

(f) **"Construction Loan Closing"** means (i) the Closing of the Construction Loan, and (ii) the closing of the syndication of the Tax Credits.

(g) **"Construction Loan Closing Date"** means the date upon which Construction Loan Closing occurs.

(h) **"County Lender"** means the Los Angeles County Community Development Commission.

(i) **"County Loan"** means the proposed loan to Buyer from the County Lender pursuant to the terms set forth in the County Loan Commitment.

(j) **"County Loan Commitment"** means the commitment letter dated as of _____, setting forth the proposed terms and conditions of the County Loan.

(k) **"Financing Deadline"** means the date which is three years from the Effective Date.

(l) **"Force Majeure Delay"** shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(m) **"Force Majeure Event"** shall mean act of God, natural disaster, accident, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(n) **"General Contractor"** means the general contractor selected to build the Project by Buyer.

(o) **"Hazardous Materials"** means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act,

42 U.S.C. §§ 6901 et seq.; (c) any "pesticide" or "economic poison" as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(p) **"Land Closing"** has the meaning ascribed thereto in Section 4 hereof.

(q) **"Land Closing Date"** has the meaning ascribed thereto in Section 7 hereof.

(r) **"Outside Land Closing Date"** means 4 years from the date this Agreement is fully executed (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(s) **"Outside Construction Loan Closing Date"** means the date which is ten (10) Business Days prior to the outside date to satisfy the "readiness requirements" set forth in the Tax Credit Allocation. Buyer shall notify Seller of the exact Outside Construction Loan Closing Date within ten (10) Business Days of receipt of a Tax Credit Allocation.

(t) **"Permanent Loan"** means the long term financing secured by the Project obtained by Buyer to repay, in part, the Construction Loan.

(u) **"Permanent Loan Proceeds"** means the net proceeds of the Permanent Loan received by Buyer.

(v) **"Permitted Exceptions"** shall mean those exceptions to title to the Property listed on Exhibit F attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(w) **"Project"** has the meaning set forth in Recital B.

(x) **"Project Building Permits"** means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(y) **"Project Design Documents"** means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(z) **"Property Information"** means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

(aa) **"Tax Credit Allocation"** means an award of Tax Credits for the Project by TCAC on terms and conditions acceptable to Buyer in the sole and absolute discretion of Buyer.

(bb) **"Tax Credit Allocation Date"** means the date upon which Buyer receives a Tax Credit Allocation.

(cc) **"Tax Credits"** means federal low income housing tax credits as set forth in Section 42 of the Code.

(dd) **"TCAC"** means the California Tax Credit Allocation Committee, or any successor thereto.

(ee) **"TCAC Requirements"** means the regulations, rules and procedures of TCAC.

2. Purchase and Sale of Property. Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the Property; all rights, privileges and easements appurtenant to the Property (collectively, the **"Appurtenances"**); all improvements and fixtures located upon the Property (collectively, the **"Improvements"**); to the extent assignable by Seller, all of Seller's right, title and interest in and to all development rights, entitlements, governmental permits, licenses, certificates and other governmental approvals (including any Bureau of Real Estate approvals), air rights, water, water rights, water stock, utility and other permits, pre-paid fees, deposits, fee and tax credits, and any refunds, if any, that are appurtenant to the Property, all easements, rights of way and other rights appurtenant used in connection with the beneficial use and enjoyment of Property, and all of the rights of Seller, if any, in any other intangible personal property (including without limitation, all warranties, indemnities, reports, studies and other work product) used in connection with the ownership, use and/or operation of the Property (collectively, the **"Intangible Property"**); and all tangible personal property located on or in, or used in the ownership, use, occupancy or operation of the Property and/or Improvements (collectively, the **"Tangible Property"**). The Property, the Appurtenances, and the Improvements are sometimes referred to herein collectively as the **"Real Property."** The Real Property, the Intangible Property and the Tangible Personal Property are sometimes referred to herein as the **"Property."**

3. Purchase Price. The purchase price for the Property (the **"Purchase Price"**) shall be One Hundred Dollars (\$100.00).

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) The acquisition and sale of the Property shall be consummated through an escrow (the **"Escrow"**) to be opened with North American Title Company (the **"Escrow Holder"**). The Purchase Price shall be deposited into Escrow concurrently with opening of the account with the Escrow Holder.

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars (\$100.00) (the **"Independent Consideration"**). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the **"Land Closing Date"** (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer's closing costs and proration charges (the **"Land Closing Amount"**). For purposes of this Agreement, the term **"Land Closing"** means the date upon which the Grant Deed is recorded in the Official Records of Los Angeles County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit D (the "**Grant Deed**"). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner's Policy of Title Insurance (2006 Form) in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the "**Endorsements**"). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the "**Pre-Disapproved Exceptions**"): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller's affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports, environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the "**Property Information**"). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer's engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the "**Investigations**"). Buyer shall provide Seller not less than 24 hours' notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer's sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller's lenders as additional insureds on Buyer's commercial general liability insurance policy with a combined limit of not less than \$1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") which result from any damage to persons or property caused by Buyer's Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller's acts or omissions or Buyer's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Los Angeles County, California on the date elected by Buyer (the "**Land Closing Date**"); provided, that if the Land Closing Date has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement.

(b) Buyer's Conditions to Land Closing. Buyer's obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer), then, upon Buyer's request, this Agreement shall terminate. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

(v) Buyer has submitted a signed affidavit that warrants the construction loan closing will occur concurrently with the Land Closing.

(vi) Buyer and Seller have executed a Residual Receipts Loan Agreement in the amount of the Final Seller Gap Financing Amount.

(vii) Buyer has executed an Affordable Housing, Veterans Preference and Regulatory Plan Agreement between Buyer and Seller setting forth the obligations of Buyer to make the units affordable and setting forth in detail how Buyer will comply with the following conditions:

1. As the property was acquired with Low and Moderate Income Housing Fund (LMIHF) resources, the site must be used to increase, improve or preserve affordable housing for persons and families of low and moderate income (H&S §§333000, et seq.).
2. The proposed financial subsidies to the project to be derived from the Low and Moderate Income Housing Asset Fund (LMIHAF) will be used in a manner that the project benefits will be targeted to specified income tiers under the requirements of H&S 34176, et seq.
3. As required by H&S 33334.3(f), the rental housing units developed with LMIHAF assistance must remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than fifty-five years.
4. As required by H&S 33334.3(f), the project will be subject to the recordation of affordable housing covenants or restrictions.
5. To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
6. To the fullest extent allowed by federal and state law, Buyer will take all feasible actions to implement a preference for City residents or those who work in the City also meeting the preference in subpart 5 above, then City residents, and then veterans and immediate family members of veterans who currently reside or work in the cities which border the City of Santa Fe Springs.

(viii) Each and all of the representations and warranties made by Buyer in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller), then, provided Seller is not in default hereunder, upon Seller's request, this Agreement shall terminate. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) ;

(C) An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit E (the "Intangible Assignment"), executed by Buyer, as assignee;

(D) An original of the Repurchase Deed (defined below), executed and acknowledged by Buyer, as grantor;

(E) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An original of the Intangible Assignment, executed by Seller, as assignor;

(C) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(D) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed and the Memorandum of Repurchase Option to be recorded in the office of the County Recorder for the Los Angeles County, State of California (in that order) and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations;

(D) Remit to Seller the remaining funds held for Seller's account;

(E) Deliver the original of the Intangible Assignment; and

(F) Deliver an original of the Intangible Assignment, the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Buyer shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer shall pay the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Los Angeles County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Los Angeles County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party

entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Development Activities and Obligations.

(a) Financing of Project.

(i) Buyer and Seller agree that the development and construction of the Project shall be financed with a combination of (i) a Predevelopment Loan made to the Buyer by the Seller concurrently herewith (the "**Predevelopment Loan**"), (ii) the proceeds ("**Tax Credit Proceeds**") from the syndication of Tax Credit allocated to the Project from TCAC in accordance with TCAC's standard underwriting and allocating guidelines and procedures to an institutional tax credit investor (the "**Tax Credit Investor**"), (iii) the County Loan proceeds, (iv) the proceeds of one or more conventional or tax-exempt Permanent Loans (the "**Permanent Loan Proceeds**" and collectively with the Tax Credit Proceeds and the County Loan proceeds, the "**Third Party Sources**"), and (v) the proceeds of a residual receipts loan made by Seller to Buyer (or Buyer's designee) calculated in accordance with the terms and conditions hereof (the "**Seller Gap Financing**"). The Permanent Loan Proceeds and a portion of the Tax Credit Proceeds will be bridged with a Construction Loan from a third party institutional lender (the "**Construction Lender**"). The amount of Seller Gap Financing (the "**Seller Gap Financing Amount**") shall be the amount equal to the anticipated total development and construction costs for the Project (the "**Total Project Costs**") less the Third Party Sources. The Total Project Costs shall be reasonably determined by Buyer in accordance with the standard TCAC underwriting guidelines applicable to the Project and in accordance with Buyer's standard underwriting and development procedures.

(ii) Buyer shall use commercially reasonable efforts to obtain the Third Party Sources including, without limitation, submitting an application to TCAC for an allocation of Tax Credits for the Project (the "**Tax Credit Allocation**") on or before the date which is three years after the Effective Date (the "**Financing Deadline**"). Upon receipt of a Tax Credit Allocation, Buyer shall use commercially reasonable efforts to achieve Construction Loan Closing. The failure to obtain any financing source contemplated herein notwithstanding Buyer's commercially reasonable efforts (inclusive of timely submission of applications) in connection therewith shall not be an event of default of Buyer. Seller agrees and acknowledges that the Tax Credit allocation process is competitive and that Buyer makes no representation or warranty about the success of any Tax Credit Application. If Buyer does not obtain a Tax Credit Allocation by the Financing Deadline, the Parties shall negotiate in faith to develop a new financing plan for the Project. If the Parties are able to agree to a mutually acceptable financing plan for the Project the Parties shall amend this Agreement to reflect said new financing plan. If the Parties are not able to develop a new financing plan for the Project within thirty days, either Party may terminate this Agreement.

(b) Seller Gap Financing.

(i) Changes in Seller Gap Financing Estimate. As of the date hereof, Buyer has provided Seller with its reasonable good faith estimate of total Third Party Sources and Total Project Costs, which results in an estimated Seller Gap Financing Amount not to exceed \$6,000,000.00 (the "**Project Financing Gap Estimate**"). The amount of the Seller Gap Financing is subject to change over time based upon a variety of factors outside the control of the Parties, including, without limitation, fluctuation in interest rates, fluctuation in Tax Credit equity pricing, changes in TCAC and/or County Lender underwriting guidelines, the inclusion of the Project in any Special Assessment District and fluctuation in construction and development costs. If at any time Buyer determines that the existing Project Financing Gap Estimate is no longer materially accurate, Buyer shall give Seller written notice of such determination (a "**Gap Revision Notice**"), which notice shall include Buyer's reasonable detailed breakdown of the causes and amounts of each major component of the changes in the Project Financing Gap Estimate. If the Parties are unable to agree upon a revised Project Financing Gap Estimate within ten (10) Business Days after Seller's receipt of the Gap Revision Notice, either Party shall have the right to terminate this Agreement.

(ii) Determination of Final Seller Gap Amount. Subsequent to the Tax Credit Allocation Date, but at least five (5) Business Days prior to the anticipated Construction Loan Closing Date, Buyer shall provide to Seller with Buyer's calculation of the final amount of the Seller Gap Financing which calculation shall be based upon updated estimated Total Project Costs (which estimate of hard costs shall be based upon a schedule of values prepared by the General Contractor) and the then current financing commitments received from the Construction Lender, the Permanent Lender, Tax Credit Investor and the County Lender (the "**Final Seller Gap Financing Amount**"). To the extent the Final Seller Gap Financing Amount is different from the then current Project Financing Gap Estimate, the amount of the Seller Gap Financing shall be increased or decreased accordingly; provided however, Seller shall not have an obligation to increase the Final Seller Gap Financing Amount. If Seller elects not to fund a portion of the Final Seller Gap Financing Amount, Buyer shall have the right to terminate this Agreement within three (3) Business Days after receipt of the Final Seller Gap Financing Amount. If Seller does not terminate this Agreement pursuant to the sentence set forth above, the Final Seller Gap Financing Amount shall be the final "Project Financing Gap" as adjusted pursuant to this paragraph, and the final "Seller Gap Financing Amount" and shall not be subject to any further modification thereafter.

(iii) Funding of Seller Gap Financing. The Seller Gap Financing will be structured as a residual receipts loan from Seller to Buyer or Buyer's designee. Two (2) Business Days prior to the Construction Loan Closing Date, Seller shall deposit an amount equal to the Seller Gap Financing Amount with the Escrow Holder which shall be released to the Construction Lender concurrently with Construction Loan Closing to be disbursed by the Construction Lender to pay for costs incurred by Buyer in connection with the development and construction of the Project in accordance with the Construction Lender's standard disbursement procedures. Prior to Construction Loan Closing, Buyer and Seller shall use commercially reasonable efforts to negotiate an agreement with the Construction Lender (the "**Tri-Party Agreement**") which shall (i) provide that the Construction Lender shall disburse the Seller Gap Financing Amount in accordance with the Construction Lender's standard disbursement proceeds solely to fund development and construction costs associated with the Project, and (ii) the Construction Lender shall provide Seller with a copy of any draw package submitted by Buyer to Construction Lender. Buyer and Seller agree and acknowledge that the final form of Tri-Party Agreement will be executed concurrently with Construction Loan Closing and will be subject to certain terms and conditions required by the Construction Lender and approved by Buyer and Seller.

(iv) Estoppel Certificate. Concurrently with Construction Loan Closing, Buyer and Seller shall execute and deliver to the Construction Lender, Tax Credit Investor and County Lender an Estoppel Certificate in form and substance reasonably acceptable to the Construction Lender, Tax Credit Investor and/or County Lender.

10. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to TCAC, Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.

(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to Construction Loan Closing, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the "**Buyer Work Product**"). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

11. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so

and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property, which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "**Interim Period**"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

(xiii) Seller agrees and acknowledges that Buyer has not made any representation or warranty about the availability of the Tax Credits.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Raymond R. Cruz, City Manager ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

12. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "**AS IS, WHERE IS**" PHYSICAL CONDITION AND IN AN "**AS IS, WHERE IS**" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the

Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

13. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a "material portion" being more than two percent (2%) of the net acreage of Property) or any adjacent or neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller's obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

14. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

15. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 15 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

16. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein at any time prior to Construction Loan Closing and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of Twenty-Five Thousand Dollars (\$25,000) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677.

17. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Construction Loan Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction, development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property, not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, or until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing Date and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing Date and not previously disclosed to Buyer, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost,

expense, claim or damages arising from any Buyer Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

18. Miscellaneous.

(a) Assignment; Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns. Subsequent to the submission of the Round Two Tax Credit Application, Seller shall cause a memorandum of this Agreement to be recorded against the Property upon request of Buyer.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer:

The Richman Group of California
Development Company, LLC
c/o JDF, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: Joanne D. Flanagan, Esq.

With a copy to:

The Richman Group of California
Development Company LLC
420 31st Street Suite B1

Newport Beach, CA 92663
Attn: Rick Westberg

If to Seller:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and
Community Development

If to Escrow Holder:

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 18(e) shall survive the Land Closing or termination of this Agreement.

(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Los Angeles, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Los Angeles, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other

electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term "Person" shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day, the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Los Angeles County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii)


solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

BUYER:

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC


By:  _____
Name: Rick Westberg
Its: EVP

SELLER:

HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE SPRINGS

By: 
Raymond R. Cruz, Executive Director

ATTEST:

BY: 
Janet Martinez, CMC, City Clerk

APPROVED AS TO FORM:

BY: 
Ivy M. Tsai, General Counsel

55' WEST 234.63 FEET TO SAID NORTHWEST CORNER; THENCE SOUTH 405.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES IN SAID LAND AND ALSO EXCEPTING AND RESERVING ALL INTEREST UNDER THE COMMUNITY OIL AND GAS LEASE KNOWN AS "GAULDIN COMMUNITY OIL LEASE", DATED SEPTEMBER 7, 1951, EXECUTED IN VARIOUS COUNTERPARTS IN FAVOR OF T. & T. 011 COMPANY, A PARTNERSHIP, COMPOSED OF WALTER N. THOMPSON, HORACE W. THOMPSON AND JACK H. THOMPSON, PARTNERS, AS LESSEE; A COUNTERPART "ORIGINAL" THEREOF EXECUTED BY VERONICA CONDON NATHHORST, ET AL., WAS REGISTERED ON NOVEMBER 26, 1951 AS DOCUMENT NO. 31139-T AND RECORDED MARCH 12, 1952 AS INSTRUMENT NO. 1615 IN BOOK 38460, PAGE 34 OFFICIAL RECORDS, AS EXCEPTED AND RESERVED BY VERONICA CONDON NATHHORST, A WIDOW, BY DEED RECORDED MARCH 11, 1959.

EXHIBIT B

RENTAL HOUSING PROJECT DESCRIPTION

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The Proposed units range from 569 to 1,136 square feet in size, and is comprised of the following unit mix:

Unit Mix				
Number of Bedrooms	Number of Units	%	Square footage/unit	Total square footage
1	47	46.1	569	26,743
2	27	26.5	847	22,869
3	28	27.4	1,136	31,808
Total	102	100.0	-	81,420

The proposed unit mix specifies that 42 of the 102 units will be designated as LMIHAF-assisted units, while 59 units will be funded with and designated as TCAC restricted. The proposed affordability targets for the rental units are as follows:

Affordability Targeting			
Income Target	Bedrooms	Number of Units	%
30% AMI - LMIHAF	1 Bedroom	18	17.65
60% AMI - LMIHAF	1 Bedroom	4	3.92
80% AMI - LMIHAF	1 Bedroom	0	0.00
30% AMI - LMIHAF	2 Bedroom	6	5.88
60% AMI - LMIHAF	2 Bedroom	3	2.94
80% AMI - LMIHAF	2 Bedroom	1	0.98

30% AMI - LMIHAF	3 Bedroom	6	5.88
60% AMI - LMIHAF	3 Bedroom	3	2.94
80% AMI - LMIHAF	3 Bedroom	1	0.98
50% AMI - TCAC	1 Bedroom	25	24.51
50% AMI - TCAC	2 Bedroom	16	15.69
50% AMI - TCAC	3 Bedroom	18	17.65
Manager's Unit	2 Bedroom	1	0.98
Total		102	100.00

The initial funding strategy specifies that 30 units (29.4% of the total units) will be reserved for permanent supportive housing, which are represented in the above table as the 30% AMI – LMIHAF units. The inclusion of these units is dependent on available financing.

The rental units are to be constructed in multiple wood frame three-story structures and will also include a community building which houses the leasing office, a multi-purpose room, service provider space, computer center, fitness room and other amenities. 150 on-site parking stalls are to be provided, and access points to the community will be secured.

EXHIBIT C

DEPICTION OF PROPERTY

(attached)

[illegible]

EXHIBIT D

GRANT DEED

(attached)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Grantor"), does hereby grant to The Richman Group of California Development Company, LLC, a California Limited Liability Corporation, the real property in the County of Los Angeles, State of California, described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2) covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of March 4, 2021.

HOUSING SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION OF
THE CITY OF SANTA FE SPRINGS

By: 

Name: Raymond R. Cruz

Title: Executive Director

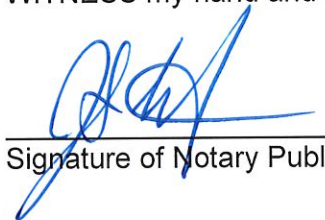
A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On March 4, 2021, before me, Janet Martinez, a Notary Public in and for said State, personally appeared, Raymond Rene Cruz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

[SEAL]

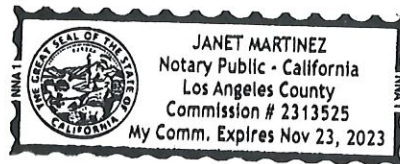


EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

(to be attached prior to closing)

EXHIBIT E

ASSIGNMENT OF INTANGIBLE PROPERTY

(attached)

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the _____ day of _____, _____, by and between the HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Assignor"), and The Richman Group of California Development Company, LLC, a California Limited Liability Corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated _____, _____ ("Agreement"), for the purchase and sale of the "Property" (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor's rights, title and interest in the "Intangible Rights" (as defined below).

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

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable without any consent required, in the following (the "Intangible Rights"):

(a) All contract rights, warranties, guaranties and licenses which benefit the "Real Property" (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Real Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Real Property, rights, licenses and permits which relate to all or any of the Real Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Real Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Real Property.

2. "As-Is". The Intangible Rights are hereby acquired by Buyer "as is" without any representation or warranty of any kind or nature of Seller, express, implied or statutory, except as expressly provided in the Agreement, as to the nature of or title to the Intangible Rights or its fitness for Buyer's intended use of same.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

4. Further Assurances. Assignor and Assignee agree to execute any documents and instruments which any of them deems necessary or appropriate to carry out the purposes of this Assignment Agreement and to effectuate the assignment to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

ASSIGNOR:

HOUSING SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION OF
THE CITY OF SANTA FE SPRINGS

By: 

Name: Raymond R.

Cruz

Title: Executive Director

ASSIGNEE:

The Richman Group of California Development
Company, LLC


Rick Westberg
EVP

EXHIBIT F

PERMITTED EXCEPTIONS

None Identified at this Time



CONSENT AGENDA

Resolution No. 9859 – Approving an Affordable Housing Loan Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with the Richman Santa Fe Springs Apartments, LP

RECOMMENDATIONS:

- Approve Resolution No. 9859, approving an Affordable Housing Loan Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with The Richman Santa Fe Springs Apartments, LP; and
- Find that the proposed actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the Affordable Housing Loan Agreement, and a Regulatory Agreement and Declaration of Restrictive Covenants and all necessary and related documents, with The Richman Santa Fe Springs Apartments, LP.

BACKGROUND

The Housing Successor is the owner* of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs. The largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road. The adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road. All four parcels are unimproved land with perimeter fencing.

*Note: A portion of the ±3.94-acre parcel has since been sold to The Whole Child.

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013.

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2019 with a team of three entities: The Whole Child (TWC), the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

The City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described as a program in the Housing Element as follows starting on page 5-14 of the 2014-2021 Housing Element:

8. Affordable Housing Development Assistance

The City can play an important role in facilitating the development of quality, affordable housing through provision of land write-downs and regulatory incentives, and as available, financial assistance. Santa Fe Springs' Housing Successor Agency owns two housing sites (Lakeland/Laurel and 10934 Laurel) originally purchased with Low/Mod Housing Funds and recently rezoned R-3-PD with minimum 20 unit/acre densities. Designating these sites with a Planned Development (PD) Overlay eliminates any upper density limit and allows flexible development standards, providing an effective regulatory mechanism to facilitate affordable housing development.

2014-2021 Objective: Enter into a development agreement(s) for development of the 3.9-acre Lakeland/Laurel site and .75 acre site at 10934 Laurel with affordable housing, with particular emphasis on family housing. Provide a land write-down and flexible development standards to enhance affordability, and waive Planning Department application fees for projects with a minimum 10% extremely low-income units. Seek to achieve a minimum of 100 affordable units on these two sites.

The Housing Successor Agency approved purchase, sale and development agreements with Richman Group and TWC Housing for the ±3.94-acre parcel at the northwest corner of Lakeland Road and Laurel Avenue. As part of those agreements, the Agency planned to commit affordable housing funds held by the Agency to assist in financing the projects. The Richman Group plans to construct an affordable 101 unit apartment complex, and TWC Housing LLC ("TWC") intends to construct and operate an interim transitional housing and services facility with 19 apartments.

The Richman Group plans to construct an affordable 101 unit apartment complex, and TWC Housing LLC ("TWC") intends to construct and operate an interim transitional housing and services facility with 19 apartments. Richman Group will be using a combination of grant funds, tax credit investor funding, bank funding, and a residual receipts loan from the Agency. The funds for the affordable housing loan and grants are from the City/Agency restricted Low and Moderate Income Housing Asset Fund, which use is limited to assisting housing projects. The loan commitment letter for the Richman Group is for \$6,000,000, payable from residual receipts (available net cash after project expenses) and at 3% simple interest over the 55 year life of the loan. The future loan will be evidenced by a note, which shall be secured by a deed of trust on the property. There will also be a recorded declaration of affordability restrictions which

will restrict the property to various low income (as defined by state housing law) and lower affordable rents as set forth in the loan agreement. The grant funding agreement requires a recorded declaration of affordability restrictions as well.

Affordable housing projects, especially those serving the needs of very low and extremely low income require significant financial assistance to be successfully constructed and operated. For that reason, the Agency is contributing the land to the project to achieve the Agency and City's affordable housing goals and obligations. The Affordable Housing Grant Funding Agreement is the Agency commitment to provide a portion of the project financing.

The subject resolution (Resolution No. 9859), directs the City Manager to execute an Affordable Housing Loan Agreement in the amount of Six Million Dollars to partially fund the construction of 102 affordable apartments by The Richman Santa Fe Springs Apartments LP. It also directs the City Manager to execute the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to ensure very low income housing is maintained for a minimum of 55 years on the property located at the northwest corner of Lakeland Road and Laurel Avenue, a portion of APN 8011-012-902.

In summary, affordable housing projects, especially those serving the needs of very low and extremely low income require significant financial assistance to be successfully constructed and operated. The City can play an important role in facilitating the development of quality, affordable housing through provision of land write-downs and regulatory incentives, and as available, financial assistance.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

LEGAL REVIEW

The City's Legal Counsel has reviewed the Affordable Housing Loan Agreement and the Regulatory Agreement and Declaration of Restrictive Covenants.

FISCAL IMPACT

There are no fiscal impacts to the General Fund since the source of the loan agreement will be from the Low and Moderate Income Housing Fund (LMIHF), which use is limited to assisting housing projects.



Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9859: Approving an Affordable Housing Loan Agreement and a Regulatory Agreement and Declaration of Restrictive Covenants with the Richman Santa Fe Springs Apartments, LP
2. Affordable Housing Grant Agreement
3. Regulatory Agreement and Declaration of Restrictive Covenants
4. Loan Commitment Letter

RESOLUTION NO. 9859

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING AN AFFORDABLE HOUSING LOAN AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS WITH THE RICHMAN SANTA FE SPRINGS APARTMENTS, LP AND DIRECTING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT, REGULATORY AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS

(NORTHWEST CORNER OF LAKELAND ROAD AND LAUREL AVENUE)
(A PORTION OF APN 8011-012-902)

The City Council of the City of Santa Fe Springs does resolve as follows

Section 1. The City Council acting as the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the City Manager to execute an Affordable Housing Loan Agreement in the amount of Six Million Dollars to partially fund the construction of 102 affordable apartments on the property located at the northwest corner of Lakeland Road and Laurel Avenue, a portion of APN 8011-012-902, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents.

Section 2. The City Council acting as the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the City Manager to execute the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to ensure very low income housing is maintained for a minimum of 55 years at the property located at the northwest corner of Lakeland Road and Laurel Avenue, a portion of APN 8011-012-902, in substantially the form of Exhibit B, attached hereto and by this reference incorporated herein, and all other related and necessary documents.

Section 3. The City Clerk is directed to record or have recorded the Deed of Trust, Regulatory Agreement and Declaration of Restrictive Covenants, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

Section 4. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the proposed action(s) is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

APPROVED:
ITEM NO.:

PASSED AND ADOPTED this **18th** day of **April, 2023**, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

**AFFORDABLE HOUSING LOAN AGREEMENT
(13231 Lakeland Road)**

by and between the

CITY OF SANTA FE SPRINGS

and

RICHMAN SANTA FE SPRINGS APARTMENTS, LP

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AFFORDABLE HOUSING LOAN AGREEMENT

THIS AFFORDABLE HOUSING LOAN AGREEMENT (13231 Lakeland Road) (“**Agreement**” or “**AHGA**”) dated for identification purposes only as of March __, 2023, is made and entered into by and between the **CITY OF SANTA FE SPRINGS**, a California [public entity] (“**Lender**”) and **RICHMAN SANTA FE SPRINGS APARTMENTS, LP**, a Delaware limited partnership (“**Owner**”), with reference to the following:

RECITALS

The following Recitals are a substantive part of this Agreement. Capitalized terms used in these Recitals and not otherwise defined shall have the meaning set forth in Section 1.1.

A. Lender is a public entity organized and existing under the laws of the State of California. In accordance with California Health & Safety Code Section 34172, the Community Development Commission of the City of Santa Fe Springs (“**Former Agency**”) was dissolved as of February 1, 2012. Lender is the successor to the “housing assets” (as defined in California Health & Safety Section 34176) of the Former Agency, and as such, holds funds in the Low and Moderate Income Housing Asset Fund (the “**LMIHAF**”) pursuant to California Health & Safety Code Section 34176(d).

B. Owner owns certain real property located at 13231 Lakeland Road, in the city of Santa Fe Springs, California comprised of two distinct parcels of land as more particularly described in the legal description attached as Attachment A (collectively, the “**Property**”). The Property is vacant land and was purchased by Owner from Lender for the purpose of constructing affordable housing.

C. Owner, or its affiliated entity, is an experienced developer of affordable multi-family housing projects, including affordable rental housing, and has proposed to develop an affordable housing development consisting of a combined 102 units of family, senior and special needs rental housing (collectively, the “Affordable Units,” or individually an “Affordable Unit”), as described in Exhibit A, and related improvements on the Property (collectively, the “Project”), and has requested City assistance in financing the Project.

D. Owner requires financial assistance to construct the Project. Lender has agreed to make a loan to Owner in an amount not to exceed Six Million Dollars (\$6,000,000) from the LMIHAF (the “**Loan**”) for development of the Project. The terms and conditions of the Loan shall be set forth herein and made pursuant to this Agreement, a declaration of affordable housing covenants and related documents in such forms as are attached hereto, which shall be finalized and executed by the parties prior to or concurrently with the Closing.

E. In consideration of the Loan of LMIHAF and other obligations of Lender, Owner is willing to accept the statutorily authorized occupancy restrictions and other conditions set forth herein with respect to the Project and the Affordable Units.

F. The provision of the Loan of LMIHAF pursuant to the terms and conditions of this Agreement are in accordance with Lender’s obligations as housing successor and purpose of improving the health and safety of its residents through affordable and safe housing in accordance with applicable provisions of state and local laws.

NOW, THEREFORE, Lender and Owner hereby agree as follows:

1. DEFINITIONS

1.1. Defined Terms

As used in this Agreement, the following capitalized terms shall have the following meanings:

“Additional Endorsements” is defined in Section 4.5.

“Affiliate” means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with a party which, if the party is a partnership or limited liability company, shall include each of the constituent members or general partners, respectively, thereof. The term “control” as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of not less than 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

“Affordability Period” means the period through the fifty-fifth (55th) anniversary of the issuance of the final certificate of occupancy for the Project.

“Affordable Rent” means the cost to a Qualified Tenant to rent an Affordable Unit which would result in Rent equal to the product of thirty percent (30%) times sixty percent (60%) of the AMI as adjusted for family size, appropriate for the Affordable Unit. In addition, for those lower income households with gross incomes that exceed sixty percent (60%) of the AMI as adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed thirty percent (30%) of gross income of the Household. Notwithstanding the foregoing, “Affordable Rent” shall have the meaning set forth in and be interpreted in accordance with Section 50053 of the California Health and Safety Code or its successor statute(s).

“Rent” shall mean all charges, other than deposits, paid by a tenant for the use and occupancy of a Restricted Unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by the local housing authority with jurisdiction over the Project

“Affordable Unit” means one of the thirty (30) residential rental units in the Project rented or made available for rental to Low Income Households.

“Agreement” or ***“AHGA”*** means this Affordable Housing Loan Agreement, including all Recitals, Attachments, agreements entered into in the form of an Attachment, and all other agreements entered into by and between the Parties in connection therewith, which are hereby incorporated herein, and includes all amendments and modifications thereto.

“AMI” means the area median income for Los Angeles County, as published annually by HCD.

“Annual Financial Statements” means annual financial statements of Owner prepared in accordance with generally accepted accounting principles consistently applied, as audited by a certified public accountant, including the opinion of the auditor, a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes.

“Attachments” means Attachments A through F to this Agreement, and any amendments or modifications thereto.

“Business Day(s)” means Monday through Friday, except for federal and state holidays.

“Challenge” is defined in Section 8.2.1.

“Challenge Notice” is defined in Section 8.2.1.

“City” means the City of Santa Fe Springs, a municipal corporation, acting in its capacity as “housing successor” to the former Community Development Commission of the City of Santa Fe Springs.

“City Manager” means the City Manager of Lender or his/her designated representative.

“Closing” means the date upon which the Loan is disbursed to Owner and all Loan Documents received by Escrow to be recorded in connection therewith are recorded in the Official Records.

“Condition of Title” is defined in Section 4.4.

“County” means the County of Los Angeles, California.

“Declaration” means a Regulatory Agreement and Declaration of Restrictive Covenants substantially in the form of Attachment D, to be recorded against the Property at Closing.

“Effective Date” means the date this Agreement is executed by Lender and Owner.

“Environmental Laws” means any and all present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the Health & Safety Code and the Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

“Escrow” is defined in Section 4.3.

“Escrow Agent” means a qualified escrow company approved in writing by the Parties.

“Escrow Costs” are defined in Section 4.3.

“Event of Default” is defined in Section 8.1.

“Exceptions” is defined in Section 4.4.

“Governmental Regulations” means all local, state, and federal laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, environmental, labor relations, prevailing wage, notification of rental to employees, Hazardous Substance, occupational health and safety, water, earthquake hazard reduction and building and fire codes; and including all Environmental Laws) bearing on the demolition, alteration, replacement, repair, refurbishing, improvement, construction, maintenance, management, use, or operation of the Project.

“Hazardous Substance” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, petroleum based products and petroleum additives and derived substances, (vi) asbestos and lead based paint, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., (xii) methyl-tert butyl ether, (xiii) mold, fungi, viruses and bacterial matter, or (xiv) any other toxic substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Regulations either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to human health or the environment.

“Hazardous Substance Activity” means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of any Hazardous Substance from, under, into, on, above, or across the Property or any other use of or operation on the Property that creates a risk of Hazardous Substance contamination of the Property.

“HCD” means the California Department of Housing and Community Development or any successor entity.

“Household” means one or more persons purchasing or occupying an Affordable Unit.

“Improvements” shall mean and include any improvement of whatsoever character constructed on, around, under or over on the Property existing as of the date of Closing and any construction, demolition, remediation and grading done on the Property by Owner subsequent to Closing, as well as all buildings, structures, fixtures, foundations, excavation, parking, landscaping, underground installations, and other work, construction and improvement of whatsoever character undertaken or constructed on, around, under or over the Property by Owner.

“Lender Conditions Precedent to Closing” is defined in Section 4.7.1.

“Lender Indemnitees” means Lender, and its elected and appointed officials, officers, employees, representatives, consultants, contractors and agents.

“Loan” is defined in Recital D.

“Loan Amount” means an amount not to exceed Six Million Dollars (\$6,000,000).

“Loan Documents” means this Agreement and all of the documents evidencing the Loan and required as consideration for Lender to make the Loan, including, without limitation: (i) the Declaration, and (ii) all other agreements reasonably required by Lender in connection with the Loan and/or entered into in connection therewith between the Parties. The term “Loan Documents” shall include all amendments, modifications, extensions, renewals, and replacements of the aforementioned documents.

“Losses and Liabilities” means and includes all claims, causes of action, liabilities, losses, damages (including, without limitation, penalties, fines and monetary sanctions), injuries, expenses, charges, penalties or costs of whatsoever character, nature and kind, including reasonable attorney’s fees and costs incurred by the indemnified party with respect to counsel of its choice, whether to property or to person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent.

“Low Income Household” means a Household whose gross annual income does not exceed the income for a “Low Income” Household in Los Angeles County, as published annually by HCD in its “State Income Limits”, as adjusted for actual household size.

“LMIHAF” is defined in Recital A.

“Notice” means a notice in the form prescribed by Section 8.1.

“Official Records” means the official records of the Los Angeles County Recorder’s Office.

“Parties” mean Lender and Owner; **“Party”** means Lender or Owner.

“Permitted Exceptions” shall mean those encumbrances, liens, taxes, assessments, easements, rights of way, leases, covenants, agreements or other exceptions affecting title to the Property as of the date of recordation of the Lender Deed of Trust which are not disapproved in writing by the Lender.

“Permitted Mortgage” shall mean a conveyance of a security interest in the Property to secure a construction loan to finance the development of the Project, or any conveyance of a security interest in a Property to secure any refinancing to the extent it repays a Permitted Mortgage, or the conveyance of title to the mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan. For avoidance of doubt, the deeds of trust granted by Owner in connection with the loans from Bank of America, N.A., and Citibank, N.A., are each a Permitted Mortgage.

“Permitted Transfer” shall mean assignment of all or any part of this Agreement or any right therein, or the rental, agreement to sell, transfer, conveyance or assignment of the Property or any portion thereof or interest therein to any of the following:

- a. The loaning of easements, licenses or permits to facilitate the development of the Property; or
- b. The encumbrance of the Property by a Permitted Mortgage; or
- c. The transfer of any portion of the Property to a homeowners’ association created for the Affordable Units in accordance with applicable law; or
- d. The rental or lease to a Qualified Tenant of any Affordable Unit in accordance with the terms of this Agreement.

“Preliminary Title Report” is defined in Section 4.4.

“Project” means the improvement of the Property by Owner such that upon completion, the Improvements will be an affordable housing development consisting of 102 residential rental units of senior, family and special needs rental housing, and related improvements on the Property described on Exhibit A.

“Qualified Tenant” means a Household (a) whose income does not exceed the income set forth herein for a Low-Income Household; and (b) whose members meet the other requirements set forth herein.

“Representatives” means the agents, employees, members, independent contractors, Affiliates, principals, shareholders, officers, Executive Directors, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff of the referenced entity and the predecessors, heirs, successors and assigns of all such persons.

“Residual Receipts” has the meaning given to such term in the Note.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment C, as may be amended from time to time.

“Scope of Development” means that certain Scope of Development attached hereto as Attachment B, as may be amended from time to time.

“Title Company” means any qualified title company approved in writing by the Parties.

1.2. Singular and Plural Terms

Any defined term used in the plural herein shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3. Accounting Principles

Any accounting term used and not specifically defined herein shall be construed in conformity with, and all financial data required to be submitted herein shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the City Manager.

1.4. References and Other Terms

Any reference to any document shall include such document both as originally executed and as it may from time to time be modified. References herein to Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include), without limitation.”

1.5. Recitals and Attachments Incorporated; Attachments Additional Consideration

The Recitals are a substantive part of this Agreement, and are hereby incorporated by this reference. All Attachments, as now existing and as the same may from time to time be amended or modified, are incorporated herein by this reference. Each Attachment or agreement delivered by Owner or another party substantially in the form of an Attachment hereto in connection with this Agreement is required as and constitutes consideration for Lender’s obligations hereunder.

1.6. Effective Date

This Agreement shall become binding and the rights and obligations herein shall vest with the respective Parties upon the Effective Date.

2. REPRESENTATIONS AND COVENANTS

2.1. Representations by the Owner

Owner hereby represents and warrants to Lender as follows:

2.1.1. Organization

Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to transact business and is in good standing in the State of California and has the power and authority to own and purchase property and carry on its business as is now being conducted.

2.1.2. Authority

The Owner has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Owner in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the Owner and all actions required under Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.1.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Owner enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.1.4. Contingent Obligations

Owner does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Owner to carry out its obligations hereunder.

2.1.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which the Owner is or may be made a party or to which any of its property is or may become subject, which could materially adversely affect the ability of the Owner to carry out its obligations hereunder.

2.1.6. No Conflict

Owner's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Owner, or any provision of the organizational documents of Owner, or will conflict with or constitute a breach of or a default under any agreement to which Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of Owner, other than liens established pursuant hereto.

2.1.7. No Owner Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Owner, nor are any of such proceedings contemplated by Owner.

Each of the foregoing representations shall be deemed to be a representation and warranty as of the date of execution of this Agreement and as of the date of closing.

2.2. Representations by Lender

Lender hereby represents and warrants to Owner as follows:

2.2.1. Organization

Lender is duly organized in the State of California, and validly existing and in good standing under the laws of the State of California and has the power and authority to carry on its business as now being conducted.

2.2.2. Authority

Lender has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by Lender in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of Lender and all actions required under Lender's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.2.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Lender enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.2.4. Contingent Obligations

Lender does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Lender to carry out its obligations hereunder.

2.2.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which Lender is or may be made a party or to which any of its property is or may become subject, which has not

been fully disclosed to Owner and which could materially adversely affect the ability of the Lender to carry out its obligations hereunder.

2.2.6. No Conflict

Lender's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Lender, or any provision of the organizational documents of Lender, or will conflict with or constitute a breach of or a default under any agreement to which Lender is a party, or will result in the creation or imposition of any lien upon any assets or property of Lender, other than liens established pursuant hereto.

2.2.7. No Lender Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Lender, nor are any of such proceedings contemplated by Lender.

2.3. Limitation Upon Change in Ownership, Management and Control of Owner

2.3.1. Prohibition

The identity and qualification of Owner as an experienced residential housing developer are of particular concern to Lender. It is because of these qualifications that Lender has entered into this Agreement with Owner. No voluntary or involuntary successor in interest of Owner shall acquire any rights or powers under this Agreement by assignment, operation of law or otherwise, nor shall Owner make any total or partial rental, transfer, conveyance, distribution, assignment or lease of the whole or any part of the Property or any material change in the management or control of Owner except as expressly permitted in the Note. Any purported transfer, voluntary or by operation of law, in violation of this Section 2.3 shall constitute a default hereunder and shall be void and Lender shall have the cumulative options to terminate this Agreement, declare the Loan immediately returned and to seek all remedies available at law or equity.

2.3.2. Permitted Transfers by Owner

Notwithstanding any other provision of this Agreement to the contrary, Lender's prior approval of conveyance of the Property or any interest therein or part thereof shall not be required in connection with a Permitted Transfer.

2.3.3. Lender Consideration of Requested Transfer

Except for a Permitted Transfer, Owner shall provide Lender with at least thirty (30) days prior written notice of its intent to assign or transfer the Property or this Agreement or effect a material change in the management or control of Owner and shall request any approval sought for such assignment or transfer, which approval shall not be unreasonably withheld, conditioned or delayed. The notice shall be accompanied by evidence regarding the proposed

transferee's development, operation and management qualifications and experience and its financial commitments and resources.

After receipt of Owner's written request for Lender approval of an assignment or transfer pursuant to this Section 2.3.3, Lender shall use commercially reasonable efforts to promptly respond in writing (but in no event later than thirty (30) days) either approving the proposed assignee or transferee or requesting further information required by Lender in order to determine whether or not to loan the requested approval. Upon receipt of such a request for further information, Owner shall promptly furnish to Lender such requested information.

2.3.4. Successors and Assigns

All of the terms, covenants and conditions of this Agreement shall be binding upon Owner and any permitted successors and assigns of Owner.

3. **FINANCING; CONSTRUCTION BUDGET; REPAYMENT TERMS**

3.1. Low Income Housing Tax Credits, Grants and Loans

Owner's financing for construction of the Project is expected to consist of (i) the Loan; (ii) participation in a low income housing tax credit program, and (iii) one or more Permitted Mortgages, and may consist of (x) state or Federal affordable housing programs loan funds; and (y) state or Federal affordable housing programs grant funds, if available for the Project. Owner may use any other funds legally available to it for construction of the Project.

3.2. Construction Budget

Owner will prepare a construction budget, showing the projected predevelopment and development costs of the Improvements ("**Construction Budget**") and costs of marketing the Affordable Units for rental and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred. Upon the request of Lender, Owner shall provide the Construction Budget to Lender prior to the commencement of construction.

3.3. Loan

3.3.1. Loan

Upon satisfaction of the conditions set forth in Section 4.7, Lender agrees to loan to Owner, and Owner agrees to accept from Lender, the Loan, for the purpose of developing the Project. The Loan shall be made in accordance with and subject to the terms and conditions set forth in the Loan Documents. The Loan shall be disbursed to Owner as set forth in the Development Budget.

3.3.2. Subordination of Declaration

Lender agrees that the lien of the Declaration may be subordinated to the lien of a deed of trust securing a Permitted Mortgage and, if applicable, a state or Federal affordable housing loan program.

3.4. Repayment Terms Repayment of the Loan shall be governed by the terms and provisions of Section 3 of the Note which is incorporated herein by reference.

4. ENVIRONMENTAL MATTERS; ESCROW; CLOSING

4.1. Disclosures After Closing

After the Closing, Owner shall notify Lender, and upon the request of Lender, provide to Lender a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks.

Owner shall report to Lender, reasonably promptly after each incident, any unusual or potentially important incidents with respect to the environmental condition of the Property occurring or discovered subsequent to Closing. In the event of a release of any Hazardous Materials into the environment, Owner shall, reasonably promptly after the release, furnish to Lender a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request, Owner shall furnish to Lender a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports.

4.2. Duty to Prevent Hazardous Material Contamination

After the Closing, Owner shall take all reasonably customary and necessary precautions to prevent the release of any Hazardous Substance onto the Property or into the environment in connection with the use or development thereof in violation of applicable Governmental Regulations. Such precautions shall include complying with and causing all activities on the Property to comply with all Governmental Regulations with respect to Hazardous Substance. In addition, the Owner shall utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Regulations pertaining to the disclosure, storage, use, removal and disposal of Hazardous Substance. Owner further covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Regulations and in the ordinary course of completing, maintaining and operating the Improvements or customarily utilized by households for domestic purposes in accordance with all Governmental Regulations, (i) deposit Hazardous Substance in, on or upon the Property, in violation of any applicable Governmental Regulations, nor (ii) permit the deposit of Hazardous Substance in, on or upon the Property in violation of any applicable Governmental Regulations.

4.3. Environmental Inquiries

In the event that, after Closing, Owner discovers the presence of Hazardous Substance under or upon the Property in violation of applicable Governmental Regulations, or there is a release of Hazardous Substance on or from the Property, the Owner shall provide to Lender a copy of any environmental permits, disclosures, applications, entitlements or inquiries relating to such Hazardous Substance, including any notices of violation, notices to comply,

citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Regulations relating to Hazardous Substance and underground tanks including, specifically, without limitation, the following:

- i. All required reports of releases of Hazardous Substance, including notices of any release of Hazardous Substance as required by any Governmental Regulations;
- ii. All notices of suspension of any environmental permits;
- iii. All notices of violation from federal, state or local environmental authorities;
- iv. All orders under the California Hazardous Waste Control Act and the California Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;
- v. All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;
- vi. Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials; and
- vii. All complaints and other pleadings filed against the Owner relating to the Owner's storage, use, transportation, handling or disposal of Hazardous Substance on the Property.

In the event that a release of Hazardous Substance into the environment occurs on the Property following the Closing in violation of applicable Governmental Regulations, the Owner shall promptly and fully remediate such Hazardous Substance in accordance with all Governmental Regulations. Upon request of Lender, the Owner shall furnish to Lender a copy of any and all other environmental documents or inquiries relating to or affecting the Property from time to time during Owner's ownership or possession thereof.

4.4. Funding of the Loan

Other than the initial advance at Closing, Lender's obligation to fund the Loan is conditioned upon the satisfaction or written waiver by Lender of each and every one of the conditions precedent (A) through (F), inclusive, described below ("**Lender's Conditions Precedent to Funding**"), which are solely for the benefit of Lender, and which shall be satisfied or waived by the time periods provided for herein. Upon funding an advance under the Loan, all Lender's Conditions Precedent to Funding shall be deemed satisfied.

(A) Execution of Lender Documents. Owner shall have executed and delivered this Agreement, the Declaration, and such other documents as may be reasonably requested by Lender in connection therewith and all of which shall be in a form acceptable to Lender.

(B) Schedule of Performance. Owner shall have submitted and Lender shall have approved the Schedule of Performance.

(C) Lender Policy. The Title Company shall, upon payment of the Title Company's regularly scheduled premium, be irrevocably committed to issue to Lender the Lender

Title Policy and all reasonably requested endorsements upon the Closing, in accordance with this Agreement.

(D) No Litigation. No litigation shall be pending or threatened by any third parties which seeks to enjoin the transactions contemplated herein.

(E) No Default. There shall exist no condition, event or act which would constitute an event of default under this Agreement, or which, upon the giving of notice or the passage of time, or both, would constitute an event of default.

(F) Representations and Warranties. All representations and warranties of Owner herein contained and contained in this Agreement shall be true and correct as if made on and as of the date of Closing.

4.5. Indemnification

Following the Closing, Owner agrees to save, protect, defend, indemnify and hold harmless the Lender Indemnitees from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs), but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of Lender, which may now or in the future be incurred or suffered by the Lender Indemnitees, in connection with, by reason of, resulting from or arising in any manner whatsoever as a direct or indirect result of (i) the ownership (or possession) by Owner of all or any part of the Property for purposes of any Governmental Regulations regulating Hazardous Substance released onto the Property following the Closing, (ii) any act or omission on the part of Owner, or its Representatives, contractors, volunteers, or invitees with respect to the Property, (iii) as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the alleged negligent or intentional acts or omissions of Owner, its officers, agents, volunteers, contractors or employees, in the performance of its obligations under this Agreement, (iv) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Substance first released and/or occurring on the Property following the Closing, (v) any environmental or other condition of the Property relating to any Hazardous Substance first released and/or occurring following the Closing, and (vi) any Losses and Liabilities incurred with respect to the Property under any Governmental Regulations relating to Hazardous Substance first released and/or occurring on the Property following the Closing. Owner's obligations under this Section shall survive any termination of this Agreement.

5. **DEVELOPMENT OF THE PROPERTY**

5.1. Scope of Development

Owner covenants and agrees to construct on the Property the Project which is described as an affordable housing development, ultimately intended to result in 102 units of senior, family and special needs rental housing and related improvements on the Property.

5.2. Construction of Improvements

Following the Closing, Owner shall promptly begin and thereafter diligently prosecute to completion the construction of the Project as provided in the Scope of Development and the Schedule of Performance. The Schedule of Performance may be subject to revision from

time to time as mutually agreed upon in writing between Owner and Lender, or in accordance with Section 9.6 hereof.

5.3. Land Use Restrictions

The Owner shall construct the Project consistent with applicable Governmental Regulations, including (without limitation) all applicable zoning, planning and design review requirements of the City and all permits and entitlements relating thereto.

5.4. Permits and Entitlements

Prior to commencement of any work of improvement upon the Property, the Owner shall, at its own expense, secure or cause to be secured any and all permits, entitlements or approvals for such work which may be required by the City in accordance with its Municipal Code and land use entitlement process and by any other governmental entity with jurisdiction over the Property and/or the Project in accordance with applicable Governmental Regulations.

5.5. Materials

Owner shall construct the Project in a way that satisfies and maintains the applicable Building Energy Efficiency Standards (Energy Code, California Code of Regulations, Title 24) adopted by the California Energy Commission (CEC) and otherwise meets the minimum construction requirements of the California Tax Credit Allocation Committee.

5.6. Preparation; Budget

Owner shall perform all preparation of the Property following the Closing. The Owner shall carry out or cause to be carried out such activities in compliance with all applicable Governmental Regulations. Upon the request of Lender, Owner shall submit a Construction Budget to Lender for its approval prior to the commencement of construction on the Property.

5.7. Bodily Injury and Property Damage Indemnification

Owner agrees to and shall defend, indemnify and hold the Lender Indemnitees harmless from and against all liability, loss, damage, costs, or expenses (including without limitation attorneys' fees and costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the acts or omissions of Owner, its officers, agents or employees in the performance of this Agreement.

5.8. Compliance with Laws

5.8.1. General

Owner shall comply with all Governmental Regulations in the construction, use and operation of the Project, including all applicable federal, state and local statutes, ordinances, regulations and laws, including without limitation, all applicable federal, state, and local labor standards, zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the applicable Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With

Disabilities Act, 42 U.S.C. § 12101, *et seq.*, Government Code § 4450, *et seq.*, and Government Code § 11135, *et seq.*

5.8.2. Nondiscrimination in Employment

Owner certifies and agrees that all persons employed or applying for employment by it, its Affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, Government Code § 12900, *et seq.*, the California Equal Pay Law, Labor Code § 1197.5, Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other applicable anti discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended.

5.9. Insurance

Prior to the Closing (and until the rental of each Affordable Unit), the Owner shall furnish or cause to be furnished to Lender evidence of the following policies of insurance, naming the Owner as insured and, except as to the insurance described in paragraph (iii), below, Lender as an additional insured.

(i) Property Insurance: Owner shall maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the Improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than 100% of the full insurable value of the Improvements, as defined herein in paragraph (v).

(ii) Liability Insurance: Owner shall maintain or cause to be maintained liability insurance, to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of the Owner on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of the Owner or its sublessees, or any person acting for the Owner, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of the Owner or its tenants, or any person acting for the Owner, or under its control or direction. Such property damage and bodily injury insurance shall also provide for and protect Lender against incurring any legal cost in defending claims for alleged loss. Such bodily injury and property damage insurance shall be maintained in full force and effect in the following amounts: commercial general liability in a general aggregate amount of not less than \$2,000,000; and not less than \$1,000,000 of bodily injury and property damage insurance. Owner agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Owner may be held responsible for the indemnification of the Lender or the payment of damages to persons or

property resulting from the Owner's activities, activities of its tenants or the activities of any other person or persons for which the Owner is otherwise responsible.

(iii) Workers' Compensation Insurance: Owner shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by the Owner in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by the Owner. Notwithstanding the foregoing, the Owner may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Owner shall deliver to Lender evidence that such self-insurance has been approved by the appropriate State authorities.

(iv) All policies hereunder shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by registered mail addressed to Lender, to the extent practicable within 30 days but in any event prior to the effective date thereof. All policies may name Lender and the Owner as insureds, additional insureds, and/or loss payable parties as their interests may appear.

(v) The term "full insurable value" shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, the Owner shall cause the full insurable value to be determined from time to time by appraisal by the insurer, by agreement between the Owner and Lender or by an appraiser mutually acceptable to Lender and the Owner.

(vi) All insurance provided under this Section shall be for the benefit of the Owner and Lender. Owner agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Owner agrees to submit policies of all insurance required by this Section, or certificates evidencing the existence thereof, to Lender prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within 30 days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Lender. All insurance herein provided for under this Section shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by Lender. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least 30 days prior written notice to Lender.

(vii) If the Owner fails or refuses to procure or maintain insurance as required by this Agreement, Lender shall have the right, at Lender's election, and upon 10 days prior notice to the Owner, to procure and maintain such insurance. The premiums paid by Lender shall be treated as a loan, due from the Owner, to be paid on the first day of the month following the date on which

the premiums were paid. Lender shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

5.10. [Reserved]

5.11. Local, State and Federal Laws

Owner hereby agrees to carry out development, construction (as defined by applicable law) and operation of the Improvements on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable federal and state labor laws.

5.12. Rights of Access

Lender shall have the right, at its sole risk and expense, to enter the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of inspecting the Property for purposes of assessing the Owner's compliance with this Agreement. The Representatives of Lender entering the Property shall be identified in writing in advance by the Lender's Representative. Any such entry shall be made only after two Business Days' written notice to the Owner, and Lender shall indemnify and hold the Owner harmless from any claims or liabilities pertaining to such entry. Any damage or injury to the Property resulting from such entry shall be promptly repaired at the sole expense of Lender.

6. COVENANTS AND RESTRICTIONS

6.1. Use Covenants

Owner covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that during the term of this Agreement, Owner shall devote the Property solely to the uses specified in, and otherwise comply with the terms and conditions of, this Agreement and the Declaration. All uses conducted on the Property, including, without limitation, all activities undertaken by the Owner pursuant to this Agreement, shall conform to all applicable laws.

6.2. Nondiscrimination Covenants

Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rental, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any part of it, nor shall the Owner or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property, including the Affordable Units, or any portion thereof. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the

Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

Owner shall refrain from restricting the rental of the Property, including the Affordable Units, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All such deeds, contracts or subcontracts shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

a. In deeds: “In deeds: “The loanee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rental, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the loanee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

6.3. Affordable Housing Covenants

6.3.1. Affordable Housing

Owner covenants and agrees that the Affordable Units shall be restricted to rental to and occupancy by Qualified Tenants in accordance with the applicable provisions of this Agreement and the Declaration.

6.3.2. Qualified Tenant Selection

Owner covenants and agrees to select Qualified Tenants in accordance herewith. In addition, the tenant selection policies and criteria shall:

- (1) Be consistent with the purpose of providing housing for the levels of income allowed for Qualified Tenants;
- (2) Be reasonably related to program eligibility and the applicants' ability to perform the obligations of the rental agreement(s);
- (3) Provide for the selection of tenants in accordance with a written plan.
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

6.3.3. Income of Qualified Tenant of the Affordable Units; Affordable Rent

Owner shall assemble a completed income computation and certification form from the prospective tenant of the Affordable Units, together with a copy of all back-up supporting information, in such form as may be reasonably required by Owner. Owner shall obtain a certification from each Qualified Tenant renting an Affordable Unit demonstrating that such Household is a Qualified Tenant, will occupy the Affordable Unit as its primary residence at all times and meets the eligibility requirements established for the Affordable Unit such that the Household qualifies as a Qualified Tenant. Owner shall prepare a computation demonstrating that the Affordable Unit will be rented to the prospective tenant at an Affordable Rent. Owner shall verify the income certifications and computations by obtaining appropriate supporting documentation.

Owner shall obtain at least one of the following, as appropriate to the Household of the proposed buyer(s):

- a. two (2) paycheck stubs from the proposed purchaser's two (2) most recent pay periods (and the same from any other member of the Household eighteen (18) years old or older);
- b. a true copy of an income tax return from the proposed purchaser for the most recent tax year in which a return was filed (and the same from any other member of the Household eighteen (18) years old or older);
- c. an income verification certification from the employer of the proposed purchaser and any other member of the Household eighteen (18) years old or older;

d. an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed purchaser or any other member of the Household eighteen (18) years old or older receives assistance from such agencies; or

e. an alternate form of income verification if none of the above forms of verification is available.

6.3.4. Loss of Project Based Voucher Subsidy

It is anticipated that during the term of this Agreement the Project will maintain Project Based Voucher ("PBV") Restricted Units, supported by Project-Based Section 8 rental subsidy payments (the "Rental Subsidy"). If, during the Term of this Agreement, any change in federal law or regulations occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of Owner, such that the Rental Subsidy is no longer available (or available in a lesser amount), Lender agrees upon Owner's request to increase the rent on one or more of the PBV Affordable Units, to an adjusted income that does not exceed sixty percent (60%) AMI, adjusted for actual household size.

The rent increase is subject to the following requirements: (a) concurrently with the request, Owner shall provide the Lender with evidence of the anticipated reduction, termination, or nonrenewal of the Rental Subsidy, (b) a management plan for the Project for the Lender's approval, (c) a proposed operating budget reflecting the rent increases (the "Operating Budget"), and (d) a description of efforts to obtain alternate sources of rent. The number of PBV Affordable Units subject to the rent increase and the amount of the proposed increase may not be greater than the number or amount required to ensure that the Project generates sufficient income to cover its operating costs, required deposits to replacement reserves, and debt service on approved financing as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Project.

In addition, upon a reduction, termination or nonrenewal of the Rental Subsidy as described above, Owner hereby agrees to use good faith efforts to obtain alternative sources of rental subsidies and shall provide the Lender with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents to be reduced. Upon receipt of any alternative rental subsidies, Owner shall reduce the rents back to the original restrictions to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs, required replacement reserves and debt service of the Project as shown on the Operating Budget.

Owner shall give tenants of all PBV Affordable Units written notice at least sixty (60) days prior to any rent increase due to the loss of PBVs.

7. **DEFAULT AND REMEDIES**

7.1. Default by Owner.

The occurrence of any of the following shall, following expiration of any applicable notice and cure periods, constitute an event of default by Owner hereunder ("**Event of Default**"):

(1) The failure of Owner to pay or perform any monetary covenant or obligation hereunder or under the terms of the Note or the Deed of Trust or any other Loan Document, without curing such failure within ten (10) days after receipt of written notice of such default from the Lender. Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by Owner to timely repay the Loan at the Maturity Date of the Note;

(2) The failure of Owner to perform any nonmonetary covenant or obligation hereunder or under the terms of the Note or the Deed of Trust or any other Loan Document, without curing such failure within thirty (30) days after the giving of written notice of such default from the Lender specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation is such that, through no fault of Owner, it cannot be reasonably cured within a thirty (30) -day period, Owner shall have a further period, as reasonably determined by the Lender, to cure such default provided Owner commences the cure within said thirty (30) -day period and diligently prosecutes such cure to completion but in no event shall the total cure period including the initial thirty (30) -day period be more than one hundred twenty (120) days in total;

(3) Owner shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (ii) fail to pay or admit in a court proceeding its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding; and

(5) If without the application, approval or consent of Owner, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of Owner, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Owner or of all or any substantial part of Owner's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Borrower, in good faith, the same shall (i) result in the entry of an order for relief or any such adjudication or appointment, or (ii) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days.

7.2. Lender Remedies

Upon the occurrence of an Event of Default hereunder, the Lender may, in its sole discretion, take any one or more of the following actions:

(1) By notice to Owner, declare the entire then unpaid principal balance of the Loan immediately due and payable, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are hereby expressly waived by Owner. Upon such declaration, outstanding principal and (to the extent permitted by law) interest and any

other sums outstanding in connection with the Loan shall thereafter bear interest at the Default Rate, payable from the date of such declaration until paid in full;

(2) Subject to the nonrecourse provisions of Section 5(e) of the Note, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of the Lender, to collect the amounts then due and thereafter to become due hereunder and under the Note or any other Loan Document, to exercise its rights under the Deed of Trust or any other Loan Document, and to enforce performance and observance (by specific performance or otherwise) of any obligation, agreement or covenant of the Owner under this Agreement or under any other Loan Document.

(3) Subject to the nonrecourse provisions of Section 5(e) of the Note, upon the occurrence of an Event of Default which is occasioned by Owner's failure to pay money, whether under this Agreement or the Note or any other Loan Document, the Lender may, but shall not be obligated to, make such payment. If such payment is made by the Lender, Owner shall deposit with the Lender, upon written demand therefor, such sum plus interest at the Default Rate. The Event of Default with respect to which any such payment has been made by the Lender shall not be deemed cured until such repayment has been made by Owner. Until repaid, such amounts shall have the security afforded disbursements under the Note;

(4) Subject to the nonrecourse provisions of Section 5(e) of the Note, upon the occurrence of an Event of Default described in Section 7.2(4) or 7.2(5) hereof, the Lender shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim for the whole amount owing and unpaid on the Loan and, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of the Lender and its counsel to protect the interests of the Lender and to collect and receive any monies or other property in satisfaction of its claim;

(5) If the Lender has not yet funded all amounts to be loaned to Owner under this Agreement or any other Loan Document, the Lender may suspend further payments under any such agreements or grants without liability to Owner.

7.3. Lender Default and Owner Remedies

Upon fault or failure of the Lender to meet any of its obligations under this Agreement without curing such failure within thirty (30) days after receipt of written notice of such failure from Owner specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency, Owner may, as its sole and exclusive remedies:

(1) Demand and obtain payment from the Lender of any sums due to or for the benefit of Owner pursuant to the express terms of this Agreement;

(2) Bring an action in equitable relief seeking the specific performance by the Lender of the terms and conditions of this Agreement or seeking to enjoin any act by the Lender which is prohibited hereunder; and

(3) Bring an action for declaratory relief seeking judicial determination of the meaning of any provision of this Agreement.

7.4. Limitation on Liability

Notwithstanding the foregoing, neither Owner nor Lender shall in any event be entitled to, and each hereby waives and releases, any right to seek loss of profits or any special, incidental or consequential damages of any kind or nature from the other Party arising out of or in connection with this Agreement or the termination hereof, and in connection with such waiver each Party is familiar with and hereby waives the provision of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.5. Legal Actions

7.5.1. Institution of Legal Actions

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to cure, correct or remedy any Event of Default, to recover damages as provided herein for any Event of Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions may be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

7.5.2. Applicable Law

The laws of the State of California shall govern the enforcement of this Agreement.

7.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Owner against Lender, service of process on the Lender shall be made by personal service upon the City Manager of Lender, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Lender against Owner, service of process on Owner shall be made by personal service upon the President or General Counsel of Owner or in such other manner as may be provided by law, whether made within or without the State of California.

7.6. Rights and Remedies are Cumulative

To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other party.

7.7. Inaction Not a Waiver of Default

Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8. Attorneys' Fees

In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees and costs.

As used herein, the terms "attorneys' fees" or "attorneys' fees and costs" means the reasonable fees and expenses of counsel to the parties hereto (including, without limitation, in-house or other counsel employed by Lender or Owner) which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

8. GENERAL PROVISIONS

8.1. Notices, Demands and Communications Between the Parties

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing ("**Notice**") and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To Lender:
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and Community Development

To Owner:
Richman Santa Fe Springs Apartments, LP
c/o JDF, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: Joanne D. Flanagan, Esq.

With a copy to:

The Richman Group of California Development Company LLC
420 31st Street Suite B1
Newport Beach, CA 92663
Attn: Rick Westberg

Any Notice shall be deemed received upon receipt if delivered by hand or messenger, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail, return receipt requested.

8.2. Conflicts of Interest

No member, official or employee of the Lender shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.3. Warranty Against Payment of Consideration for Agreement

Owner warrants that it has not paid or given and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.

8.4. Nonliability of Owner and Lender Officials and Employees

No member, partner, director, official, employee, representative or agent of the Owner shall be personally liable to Lender, or any successor in interest thereof, in the event of any default or breach by Owner under the terms of this Agreement.

No member, official, employee, representative or agent of Lender shall be personally liable to Owner, or any successor in interest thereof, in the event of any default or breach by Lender under the terms of this Agreement.

8.5. Approvals by Lender and Owner

Approvals required of the parties shall be given within the time set forth in this Agreement, the Schedule of Performance or, if no time is given, within a reasonable time. Wherever this Agreement requires the Lender or Owner to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless expressly provided to the contrary.

8.6. Force Majeure; Extension of Times of Performance

Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts of failure to act of any public or governmental agency or entity or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a “**Force Majeure**” delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay within forty (40) Business Days of the occurrence thereof (including a description of the Force Majeure event causing such conditions and Owner’s efforts to complete the development of the Project in spite of such conditions).

Provided that written Notice is given by the Party seeking an extension of time pursuant to this provision, the extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section for any Force Majeure delay for a cumulative period of more than twelve (12) months. If said Force Majeure delay extends for more than twelve (12) months, either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party.

Notwithstanding the foregoing, provided that written Notice of the Force Majeure event was given in a timely manner, Owner shall be entitled to an extension of its obligation to complete development of the Project on the Property for up to three (3) additional months (for a total of up to fifteen (15) consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than three (3) months) if Owner demonstrates that as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. Owner shall notify Lender in writing of its exercise of such additional three (3) month period (including a description of the Force Majeure event causing such conditions and Owner’s efforts to complete the development of the Project in spite of such conditions) not later than thirty (30) days prior to the expiration of the twelve (12) month period specified above.

Times of performance under this Agreement may also be extended in writing by mutual agreement of Lender and Owner.

8.7. Applicable Law; Interpretation

The laws of the State of California shall govern the interpretation of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting.

8.8. Inspection of Books and Records, Reports

Upon five (5) Business Days prior written notice, Lender or its Representative shall have the right at all reasonable times during normal business hours to inspect the books and records

and other related documents of the Owner pertaining to the satisfaction of its obligations hereunder as reasonably necessary for purposes of enforcing the provisions of this Agreement. Such books, records and related documents shall be maintained by the Owner at locations as agreed by the parties. Throughout the term of this Agreement, the Owner shall submit to Lender reasonable written progress reports as and when reasonably requested by Lender on all matters pertaining to the Project or the Property.

8.9. Administration

This Agreement shall be administered by the City Manager or his or her designee. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken, the City Manager or his or her designee is authorized to act unless specifically provided otherwise or the context should require otherwise. The City Manager or his or her designee shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement to comply with the reasonable demands of participating funding partners for the Project, subject to the approval of the City Attorney. Notwithstanding the foregoing, the City Manager or his or her designee may in his or her sole and absolute discretion refer any matter to the City Council, for action, direction or approval.

8.10. Mutual Cooperation

Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

8.11. Ground Breaking and Grand Openings

Lender shall cooperate with Owner staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by the Owner.

8.12. Independent Contractor

The parties agree that the Owner, in the performance of this Agreement shall act as and be an independent contractor and shall not act in the capacity of an agent, representative, employee or partner of Lender.

8.13. Time

Time is of the essence in this Agreement.

8.14. Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Lender, and its successors and assigns, and Owner, and its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

9. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement includes twenty-eight (28) pages, two (2) signature pages, and Attachments A through F which together constitute the entire understanding and agreement of the Parties. Duplicate originals of this Agreement may be executed, each of which shall be deemed

to be an original. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Except as otherwise provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Lender or Owner, and all amendments hereto must be in writing and signed by the appropriate authorities of the Lender and Owner.

[Signatures on Next Page]

IN WITNESS WHEREOF, Lender and Owner have signed this Affordable Housing Loan Agreement as of the date set forth above.

“LENDER”

CITY OF SANTA FE SPRINGS, a California
municipal corporation

By: _____
Name: Thomas Hatch
Its: Interim City Manager/Executive Director

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its: Ivy M. Tsai, City Attorney

[SIGNATURE PAGE TO AFFORDABLE HOUSING LOAN AGREEMENT]

[PAGE 1 OF 2]

“OWNER”

**RICHMAN SANTA FE SPRINGS
APARTMENTS, LP**, a Delaware limited
partnership

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public benefit
corporation, as managing general partner

By: _____
Christina Alley, Chief Executive Officer

By: Santa Fe Springs GP, LLC, a Delaware
limited liability company, its administrative
general partner

By: TRG Santa Fe Springs Member, LLC, a
Delaware limited liability company, its
sole member

By: _____
Rick Westberg, Executive Vice
President

[SIGNATURE PAGE TO AFFORDABLE HOUSING LOAN AGREEMENT]

[PAGE 2 OF 2]

ATTACHMENT A
LEGAL DESCRIPTION

[TO BE INSERTED ONCE PARCEL MAP IS FINALIZED]

ATTACHMENT B

SCOPE OF DEVELOPMENT

RENTAL HOUSING PROJECT DESCRIPTION

The proposed project consists of approximately 102 units of rental housing, with 101 affordable units and one unit reserved for an on-site manager. The project qualifies as a large family affordable housing project with proposed senior and special needs components. The Proposed units range from 569 to 1,136 square feet in size, and is comprised of the following unit mix:

Unit Mix				
Number of Bedrooms	Number of Units	%	Square footage/unit	Total square footage
1	47	46.1	569	26,743
2	27	26.5	847	22,869
3	28	27.4	1,136	31,808
Total	102	100.0	-	81,420

The proposed unit mix specifies that 30 of the 102 units will be designated as LMIHAF-assisted units. The proposed affordability targets for the LMIHAF-assisted rental units are as follows:

Affordability Targeting			
Income Target	Bedrooms	Number of Units	%
30% AMI – LMIHAF	1 Bedroom	18	17.6
30% AMI – LMIHAF	2 Bedroom	6	5.88
30% AMI – LMIHAF	3 Bedroom	6	5.88
Total		30	29.36

The initial funding strategy specifies that 30 units (29.4% of the total units) will be reserved for permanent supportive housing, which are represented in the above table as the 30% AMI – LMIHAF units. The inclusion of these units is dependent on available financing.

The rental units are to be constructed in multiple wood frame three-story structures and will also include a community building which houses the leasing office, a multi-purpose room, service provider space, computer center, fitness room and other amenities. 150 on-site parking stalls are to be provided, and access points to the community will be secured.

All work described above shall be performed in accordance with all applicable laws.

ATTACHMENT C

SCHEDULE OF PERFORMANCE

1.	<u>Building Permits</u> . Owner shall pay for and obtain issuance of all necessary building permits to construct the Project.	Subsequent to Loan Closing but prior to commencement of construction.
2.	<u>Commencement of Construction</u> . Owner shall commence construction of the Project.	Within 90 days of receipt of building permits for the Project.
3.	<u>Completion of Construction</u> . Owner shall complete construction of the Project and obtain a Certificate of Occupancy from the City.	Not later than thirty-six (36) months after commencement of construction, or such later date as may be permitted by any holder of a Permitted Mortgage or other sources of financing for the Project.
4.	<u>Completion of rentals to Qualified Tenants</u> . Owner shall have rented at least 90% of the Affordable Units to Qualified Tenants.	Not later than 180 days from the issuance of Certificate of Occupancy.

ATTACHMENT D

DECLARATION

(attached)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: City Clerk

This document is recorded at the request and for the benefit of the City of Santa Fe Springs, and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103, 27383, and 27388.1

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Lakeland and Laurel)**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Declaration") is dated as of _____, 2023 the "Effective Date"), by and between the City of Santa Fe Springs, a California public body corporate and politic (the "City"), and Richman Santa Fe Springs Apartments, LP, a Delaware limited partnership, whose address is c/o JDF, LLC, 777 West Putnam Avenue, Greenwich, CT 06830, Attn: Joanne D. Flanagan, Esq. (the "Owner").

RECITALS

1. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Declaration. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

2. The Owner owns the Property. The Property is more particularly described in Exhibit A.

3. The City and the Owner have entered into an Affordable Housing Loan Agreement (defined below) for the City to provide a loan in the amount of \$6,000,000 to the Owner for the construction of the Development (the "City Loan").

4. The City has agreed to provide the City Loan to the Owner on the condition that the Development be maintained and operated in accordance with the restrictions concerning affordability, operation, and maintenance of the Improvements, as specified in this Declaration.

5. In consideration of receipt of the City Loan and repayment terms substantially below market rate loans, the Owner has further agreed to observe all the terms and conditions set forth below.

6. In order to ensure that the Property will be used and operated in accordance with these conditions and restrictions, the City and the Owner wish to enter into this Declaration.

THEREFORE, the City and the Owner (each a "Party", and, collectively, the "Parties") hereby agree as follows.

ARTICLE 1. DEFINITIONS

1.1 Definitions. When used in this Declaration, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Affordable Housing Loan Agreement" means that certain Affordable Housing Loan Agreement for the Lakeland and Laurel Apartments dated as of March ___, 2023 by and between the City and the Owner in connection with the \$6,000,000 loan from the City Low and Moderate Income Housing Asset Fund (the "LMIHAF") to be made by the City to the Owner to construct the Project.

(d) "Assumed Household Size" shall have the meaning set forth in Section 2.2.

(e) "Business Day" shall mean a day of the week on which the City is open to the public for carrying on substantially all business functions of the City. In no event shall a Saturday, Sunday, or any legal holiday in the State of California be considered a Business Day.

(f) "City" shall mean the City of Santa Fe Springs, a California public body corporate and politic.

(g) "City Note" shall mean the promissory note from the Owner to the City evidencing all or any part of the City Loan.

(h) "Declaration" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(i) "Deed of Trust" shall mean the deed of trust in favor of the City recorded against the Property, recorded concurrently herewith, which secures repayment of the City Loan and performance of this Declaration.

(j) "Development" shall mean the Property and the Improvements.

(k) "Extremely Low Income Household" shall mean a household with an Adjusted Income which does not exceed the qualifying limits for extremely low income families as established and amended from time to time by HUD and defined in Section 5.603(b) of Title 24 of the Code of Federal Regulations, as published by HCD.

(l) "Extremely Low Income Rent" shall mean the maximum allowable rent for an Extremely Low Income Unit pursuant to Section 2.2 below.

(m) "Extremely Low Income Unit" shall mean the Units which, pursuant to Section 2.1 below, are required to be occupied by Extremely Low Income Households.

(p) "HCD" shall mean the State of California Department of Housing and Community Development.

(q) "HUD" shall mean the U.S. Department of Housing and Urban Development.

(r) "Improvements" shall mean the improvements to be constructed by the Owner on the Property, including the Units, and appurtenant landscaping and improvements.

(s) "Loan Agreement" shall mean the Affordable Housing Loan Agreement by and between the City and the Owner, as may be amended or implemented from time to time.

(t) "Management Agent" shall mean the professional property management company retained by the Owner, in accordance with this Declaration, for the day-to-day operation of the Development. Richman Property Services, Inc., a Connecticut corporation, is hereby approved as the initial Management Agent.

(u) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size, as specified herein, in the City of Santa Fe Springs, California, as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(v) "Official Records" shall mean the official records of the City of Santa Fe Springs.

(w) "Other Regulatory Agreement" shall mean, collectively, any use restriction, regulatory agreement, declaration of covenants, conditions, and restrictions, or similar document, recorded in the Official Records in favor of TCAC, or any other third-party, and restricting the Owner's use of the Property for affordable housing to income-eligible households.

(x) "Property" shall mean the Owner's interest in the real property described in Exhibit A attached hereto and incorporated herein.

(y) "Rent" shall mean the total of monthly payments by the tenants of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant (as established by the Regional Housing Authority, or such other appropriate agency), including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant.

(z) "TCAC" shall mean the State of California Tax Credit Allocation Committee, or any successor.

(aa) "Tenant" shall mean a household occupying a Unit.

(bb) "Term" shall mean the term of this Declaration which shall commence on the Effective Date, and shall continue until the later of: (i) the fifty-seventh (57th) anniversary of the Effective Date, or (ii) the full repayment of all amounts owed under the City Note.

(cc) "Units" shall mean the One Hundred Two (102) rental units of multi-family housing, inclusive of one (1) manager's unit, to be constructed by the Owner on the Property.

ARTICLE 2. AFFORDABILITY COVENANTS

2.1 Occupancy Requirements

Income Requirements. Thirty (30) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households as follows:

	Extremely Low Income Household	Total
One Bedroom Unit	18	18
Two Bedroom Unit	6	6
Three Bedroom Unit	6	6
Total	30	30

Nothing in this Section shall be deemed to waive, limit, or impair the Owner's right to further restrict the Units to the extent required by any Other Regulatory Declaration.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Extremely Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Assumed Household Size. In calculating the allowable Rent for the Extremely Low Income Units, the following Assumed Household Sizes shall be utilized, provided that if the Project is subject to an Other Regulatory Declaration that utilizes a different determination of household size, the Owner may utilize such other determination of household size:

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
One	2
Two	3
Three	4

2.3 Increased Income of Tenants.

- (a) Next Available Unit. If the income of a tenant upon recertification exceeds the upper limit for households at or below the applicable percentage of AMI, the tenant must pay as rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household's adjusted monthly income for rent and utilities. If the income of a tenant upon recertification exceeds the upper limit for households at or below the applicable percentage of AMI, the Owner shall restrict the next available vacant unit at the appropriate income level to come into compliance with the provisions of this Regulatory Agreement, as well as any applicable state and federal requirements.
- (b) Intentionally Omitted.
- (c) Termination of Occupancy. Upon termination of occupancy of an Extremely Low Income Unit by a Tenant, such Extremely Low Income Unit shall be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the Unit shall be redetermined.

2.4 Tenant Selection. The Owner shall comply with tenant selection requirements published by the Los Angeles County Development Authority.

2.5 Lease Provisions. If permitted by applicable law, the Owner shall include in leases for all Units provisions which authorize the Owner to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification as an Extremely Low Income Household. Each lease or rental agreement shall also

provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits such household's Rent may be subject to increase.

2.6 Condominium Conversion. The Owner shall not convert the Development's Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property, or any portion thereof, during the Term of this Declaration.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Loss of Project Based Voucher Subsidy. It is anticipated that during the term of this Agreement, the Project will maintain Project Based Voucher ("PBV") Units, supported by Project-Based Section 8 rental subsidy payments (the "Rental Subsidy"). If, during the Term of this Agreement, any change in federal law or regulations occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Owner, such that the Rental Subsidy shown in the Loan Agreement is no longer available (or available in a lesser amount), the City will agree upon Owner's request to increase the rent on one or more of the PBV Units, to an adjusted income that does not exceed sixty percent (60%) AMI, adjusted for actual household size in accordance with Section 6.3.4 of the Loan Agreement.

ARTICLE 3. INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income and household size certifications from each Tenant renting any of the Extremely Low Income Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain three (3) pay stubs for the most recent pay periods; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer; (5) obtain three (3) most recent bank statements for all savings and checking accounts; (6) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (7) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. Compliance by the Owner with the income certification requirements of any Other Regulatory Declaration shall be deemed to be compliance with the requirements of this Section 3.1.

3.2 Semi-Annual Reports to City. The Owner shall submit to the City (a) not later than June 30th of each calendar year, and not later than December 31st of each calendar year, or such other dates as may be requested by the City, a statistical report, including income and rent data for all Extremely Low Income Units, and vacancy history, setting forth the information called for

therein, and (b) within thirty (30) days after receipt of a written request, any other information or completed forms requested by the City.

3.3 Additional Information. the Owner shall provide any additional information reasonably requested by the City. Upon written request, the City shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to any Extremely Low Income Unit. Any such examination by City shall be done during normal business hours and upon no less than 72 hours prior notice.

3.4 Records. The Owner shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants during normal business hours upon no less than 72 hours prior notice. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City upon no less than 72 hours prior notice. The Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 On-site Inspection. In addition to any rights under the Loan Agreement, the City shall have the right to perform an on-site inspection of the Development at least one time per year, including the right to inspect Extremely Low Income Units, subject to any applicable notice required by applicable law, and the rights of the Tenants under applicable leases, to confirm that the Extremely Low Income Units constitute decent, safe, and sanitary housing. The Owner agrees to cooperate in such inspection.

ARTICLE 4. OPERATION OF THE DEVELOPMENT

4.1 Residential Use. The Development shall be used only for rental residential use, and each Unit shall be used as the primary residence for each household. No part of the Development shall be used for emergency shelter or transitional housing subject to the Transitional Housing Misconduct Act set forth in California Civil Code 1954.10 (or any successor statute). No Unit may be used for tourist, or transient, use, or any other short-term rental use, or be listed on any "hosting platform" (as defined in California Business & Professions Code 22590, as may be amended from time to time), including, but not limited to any Internet-based "hosting platform", such as "airbnb.com", or any similar service.

4.2 Taxes and Assessments. The Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that the Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Owner exercises its right to contest any tax, assessment, or charge against it, the Owner, on final determination of the proceeding or contest,

shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. The Owner shall only apply for a welfare exemption pursuant to Section 214(g) of the California Revenue and Taxation Code.

ARTICLE 5. PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. The Owner shall be responsible for all management functions with respect to the Development, including without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no direct, or indirect, responsibility over management of the Development; however, the Owner shall operate the Development in accordance with this Declaration. At all times during the Term, the Owner shall retain the Management Agent approved by the City in its reasonable discretion to perform its management duties hereunder. Resident manager(s) shall also be required in accordance with applicable law.

The Development shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing. The Owner shall submit for the City's approval the identity of any replacement management agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the City to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the City shall approve the proposed management agent by notifying the Owner in writing. Unless the proposed management agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. If the proposed management agent is disapproved by the City for failing to meet the standard for a qualified management agent set forth above, the Owner shall submit for the City's approval a new proposed management agent within thirty (30) days following the City's disapproval. The Owner shall continue to submit proposed management agents for City approval until the City approves a proposed management agent. The City will not unreasonably withhold, condition, or delay its approval of a proposed management agent.

5.2 Periodic Performance Review. The City reserves the right to conduct an annual (or more frequently, if the Development was previously deemed out of compliance with this Declaration by the City, and deemed reasonably necessary by the City) review of the management practices and financial status of the Development (including, but not limited to, a review of the Management Agent's performance). The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Declaration. The Owner shall cooperate with the City in such reviews.

5.3 Replacement of Management Agent. If, as a result of the review specified in Section 5.2 above, the City determines, in its reasonable judgment, that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Declaration, the City shall deliver notice to the Owner of its intention to cause replacement of the Management Agent, including the specific reasons therefor. Within thirty (30) days after receipt by the Owner of such written notice, or such later date as approved by the City, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development. If after a reasonable period as determined by the City (not to exceed ninety (90) days), the City determines that the Owner is not operating and managing the Development in accordance with the material requirements and standards of this Declaration and the Loan Declaration, the City may require replacement of the Management Agent in accordance with this Declaration, subject to the rights of senior lenders and senior Other Regulatory Agreements.

Subject to the rights of senior lenders, if, after the above procedure, the City requires in writing the replacement of the Management Agent, the Owner shall promptly dismiss the then Management Agent, and shall appoint as the replacement management agent, subject to any approval required under the Other Regulatory Declarations (if any), a person or entity meeting the standards for a management agent set forth above and approved by the City.

Any contract for the operation or management of the Development entered into by the Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute a default under this Declaration, and the Loan Declaration.

5.4 Approval of Management Plans and Policies. Prior to the initial leasing of any of the Units at the Property, and annually thereafter to the extent of any amendments thereto, the Owner shall submit its written management plan and policies with respect to the Development to the City for its review and approval (the "Management Plan"). If the Owner's proposed Management Plan sets forth the Owner's commitment and ability to operate the Development in accordance with this Declaration, and applicable laws, the City shall approve the proposed Management Plan by notifying the Owner in writing. Unless the proposed Management Plan is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. If the proposed Management Plan is disapproved by the City, the Owner shall submit for the City's approval a new proposed Management Plan, which addresses the inadequacies set forth in the City's notice, within thirty (30) days following the City's disapproval. The Owner's failure to obtain the City's approval of a Management Plan which approval shall not be withheld unreasonably, within one hundred twenty (120) days from the date of the Owner's initial submission of the proposed Management Plan shall constitute a default under this Declaration. Compliance by the Owner with the management plan provided under any Other Regulatory Declaration shall be deemed to be compliance with the requirements of this Section 5.4.

5.5 Property Maintenance. The Owner agrees, for the entire Term, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules,

ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions.

The City places prime importance on quality maintenance to protect its investment and to ensure that all City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance or are not allowed to endanger the health and safety of the Tenants or the surrounding community. Normal wear and tear of the Development will be acceptable to the City assuming the Owner agrees to provide all necessary improvements to assure the Development is maintained in good condition, as reasonably determined by the City. The Owner shall promptly make all repairs and replacements necessary to keep the improvements in good condition and repair.

ARTICLE 6. MISCELLANEOUS

6.1 Term. The provisions of this Declaration shall apply to the Property for the entire Term even if the entire City Loan is paid in full prior to the end of the Term. This Declaration shall bind any successor, heir or assign of the Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.2 Compliance with the Loan Agreement. The Owner's actions with respect to the Property shall at all times be in full conformity with all requirements of the Loan Agreement.

6.3 Covenants to Run With the Land. The City and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Declaration shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Declaration said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Declaration.

6.4 Owner Default; Enforcement by the City. If the Owner fails to perform any material obligation under this Declaration, and fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure (in no event to exceed one hundred twenty (120) days from the date of the City's initial notice), the City shall have the right to enforce this Declaration by any or all of the following actions, or any other remedy provided by law:

(a) [Reserved]

(b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Owner's performance of its obligations under this Declaration. the Owner acknowledges that any breach in the Owner's performance of the Owner's obligations under this Declaration shall cause irreparable harm to the City, and materially impair the public policy objectives to provide affordable housing within the City. Therefore, the Owner agrees that the City is entitled to equitable relief in the form of specific performance.

Notwithstanding anything contained herein to the contrary, the City agrees that the Owner's limited partner shall have the right, but not the obligation, to cure any defaults of the Owner hereunder, and the City agrees to accept cures tendered by the Owner's limited partner on behalf of the Owner within the cure periods described herein, as if tendered by the Owner.

6.5 Recording and Filing. The City and the Owner shall cause this Declaration, and all amendments and supplements to it, to be recorded against the Property in the Official Records.

6.6 Governing Law. This Declaration shall be governed by the laws of the State of California.

6.7 Amendments. This Declaration may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records.

6.8 Notices.

(a) Notice. Formal notices, demands, and communications between the City and the Owner shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by: (i) registered or certified mail, postage prepaid, return receipt requested; (ii) delivered by reputable overnight delivery service; or (iii) delivered by facsimile or by electronic mail, with an additional copy immediately delivered by one of the methods set forth in clause (i) or (ii), to the principal office of the Parties as follows:

City:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and Community Development

with a copy to:
Jones & Mayer Attorneys
3777 N. Harbor Blvd.
Fullerton, CA. 92835
Attn: Ivy Tsai, City Attorney

Owner:

Richman Santa Fe Springs Apartments, LP
c/o JDF, LLC
777 West Putnam Avenue
Greenwich, CT 06830
Attn: Joanne D. Flanagan, Esq.

With a copy to:

The Richman Group of California Development Company LLC
2727 Newport Blvd., Suite 203
Newport Beach, CA 92663
Attn: Rick Westberg

And with a copy to:

Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Heather Toft, Esq

(b) New Address; Delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

(c) Mandatory Provision. Notwithstanding any provision of this Declaration to the contrary, in no event shall any submittal by the Owner to the City be deemed approved unless the request for approval contains the following provision, in bold print, with the blank space completed by the Owner with the appropriate number of days provided for the approval of such item in this Declaration:

NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN __ DAYS SHALL BE DEEMED AN APPROVAL PURSUANT TO SECTION 6.8 OF THE REGULATORY AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND RICHMAN SANTA FE SPRINGS APARTMENTS, LP. THIS PROVISION HAS BEEN INCLUDED WITH THIS SUBMITTAL PURSUANT TO SECTION 6.8 OF THE REGULATORY AGREEMENT.

The City shall not be deemed to have approved, or otherwise waived any approval right, of any item submitted by the Owner if the notice from the Owner does not include such provision as set forth above. In the event of any conflict between this provision and any other provision of this Declaration, the terms of this provision shall control.

6.9 Relationship of Parties. Nothing contained in this Declaration shall be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the parties is that of a lender and borrower. the Owner further acknowledges, understands and agrees that the City does not undertake or assume any responsibility for or duty to the Owner to select, review, inspect, supervise, pass judgment on, or inform the Owner of the quality, adequacy or suitability of the Units (or any other portion of the Property). The City owes no duty of care to protect the Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Property and the Owner agrees that neither the Owner, nor the Owner's heirs, successors or assigns, shall ever claim, have or assert any right or action against the City for any loss, damage or other matter arising out of or resulting from any condition of the Property and will hold the City harmless from any liability, loss or damage as set forth below. Any review by the City of any documents submitted by the Owner to the City pursuant to this Declaration, including, but not limited to the form of any tenant lease or any proposed marketing plan, is solely to confirm compliance with the requirements of this Declaration and shall not be deemed to be a representation of any kind of the validity, business advantage, or legal enforceability of such document(s).

6.10 Hold Harmless; Indemnity. Upon demand by the City, and in addition to any obligations set forth in the Loan Agreement, the Owner shall indemnify, defend and hold harmless the Indemnified Parties (as defined in the Loan Agreement) from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from: (i) the Owner's performance or non-performance of its obligations hereunder; (ii) the Owner's ownership of the Property; or (iii) the development, construction, marketing, rental and operation of the Development or the relocation of any occupants on the Property, except for claims arising from the gross negligence, willful misconduct, illegal acts, or breach of this Declaration by any Indemnified Party.

6.11 Time is of the Essence. Time is of the essence in this Declaration. All references to days in this Declaration are calendar days, unless explicitly referenced as a Business Day. The number of days specified in any provision of this Declaration shall be counted by excluding the first day and including the last day, unless the last day is a not a Business Day, in which case it shall be excluded. Any act required by this Declaration to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Declaration is not a Business Day, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first day following that is a Business Day.

6.12 Interpretation. The use in this Declaration of the words "including," "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The headings of this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof. All pronouns and variations

thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the party or parties may require.

6.13 No Limitation on City Regulatory Powers. Nothing in this Declaration shall limit, waive, or otherwise impair the authority and discretion of any office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

6.14 Severability. If any provision of this Declaration shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Declaration shall not in any way be affected or impaired thereby.

6.15 State Law Requirements.

(a) Enforcements by Certain Third Parties. Pursuant to California Health and Safety Code Section 33334.3(f)(7) a default under this Declaration, including the rental of a Unit by the Owner to a household not eligible under this Declaration, may be enforceable by the City, a residents' association, a resident of another affordable unit, a former resident of a Unit, a person on an affordable housing waiting list, and others who are listed in any applicable state law. The Parties agree and acknowledge that such rights shall only exist during such time, if any, that the Property is subject to the requirements of California Health and Safety Code Section 33334.3(f)(7), or any successor statute.

(b) Owner Obligations Prior to Expiration of Term. At least six (6) months prior to the expiration of the Term, the Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants in the Units containing: (i) the anticipated date of the expiration of the Term; (ii) any anticipated Rent increase upon the expiration of the Term; (iii) a statement that a copy of such notice will be sent to the City; and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. the Owner shall also file a copy of the above-described notice with the City. In addition, the Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11, to the extent applicable.

6.16 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Declaration or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the City.

6.17 Complete Understanding of the Parties. This Declaration constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this Declaration. This Declaration shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Declaration and their counsel have read and reviewed this Declaration and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Declaration.

6.18 City Approval. Whenever this Declaration calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Executive Officer, or his or her designee as designated in writing, shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager (including any Interim City Manager), or his or her designee as designated in writing, to deliver such approvals or consents as are required by this Declaration, or to waive requirements under this Declaration, on behalf of the City. Any consents or approvals required under this Declaration shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager (including any Interim City Manager), or his or her designee as designated in writing, is also hereby authorized to approve, on behalf of the City, requests by the Owner for reasonable extensions of time deadlines set forth in this Declaration. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Owner made in connection with this Declaration.

6.19 Force Majeure. In addition to specific provisions of this Declaration, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; any City-wide orders regarding a public health emergency (provided that the impact(s) of such order could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Declaration); weather (provided that such claim is documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); inability to secure necessary labor, materials or tools (despite the Owner's good faith and commercially reasonable efforts to obtain); acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the City); or any other causes (other than the Owner's inability to obtain financing for the Property) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within thirty (30) days from the date the Party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other Party within thirty (30) days after receipt of the notice. Times of performance under this Declaration may also be extended in writing by the City and the Owner. Notwithstanding the foregoing, in no event shall: (a) the City be required to agree to cumulative delays in excess of one hundred eighty (180) days; or (b) any delay, regardless of cause, be deemed to waive, limit, or otherwise amend the Owner's obligation to repay the Loans, in accordance with Loan Documents.

6.20 Multiple Originals; Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the City and the Owner have executed this Declaration by duly authorized representatives as of the Effective Date.

OWNER:

**RICHMAN SANTA FE SPRINGS APARTMENTS,
LP**, a Delaware limited partnership

By: Central Valley Coalition for Affordable Housing, a
California nonprofit public benefit corporation, its
managing general partner

By: _____
Christina Alley, Chief Executive Officer

By: Santa Fe Springs GP, LLC, a Delaware limited
liability company, its administrative general partner

By: TRG Santa Fe Springs Member, LLC, a
Delaware limited liability company, its manager

By: _____
Rick Westberg, Executive Vice President

Signatures Continue on Following Page

CITY:

CITY OF SANTA FE SPRINGS FOR THE HOUSING
SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE
SPRINGS

By: Thomas Hatch, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

Ivy Tsai, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

CITY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
CITY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

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STATE OF CALIFORNIA)
)
CITY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

The land described herein is situated in the State of California, County of Los Angeles, City of Santa Fe Springs, described as follows:

[TO BE INSERTED UPON FILING OF FINAL PARCEL MAP]

EXHIBIT A

October 5, 2021

The Richman Group of California Development Company LLC
420 31st Street Suite B1
Newport Beach, CA 92663
Attn: Rick Westberg

Dear Mr. Westberg:

The Richman Group of California Development Company LLC ("Sponsor") applied for financial assistance in connection with the development of that certain proposed 102- unit affordable housing complex to be located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("Project"). The Agency has reviewed the Sponsor's request for assistance and on October 5, 2021 the City Council acting as the Successor Housing Agency authorized and approved providing \$6,000,000.00 of Housing Trust Fund funds to the Project (the "Agency Assistance"). The loan agreements for these funds require Agency approval prior to execution by the Developer (as defined below) and the City of Santa Fe Springs.

The purpose of this letter is to provide a commitment from the City of Santa Fe Springs Housing Successor Agency for a loan to a limited partnership in which Sponsor or its affiliate acts as a general partner ("Developer") of up to \$6,000,000.00 ("Agency Loan"). The Agency intends that this letter evidence the Agency's award of the Agency Assistance to the Developer for the Project subject to the conditions described below. Further, the Agency states its objective for the Developer to satisfy the provisions of the California Tax Credit Allocation Committee ("TCAC") Regulations, in particular Section 10325 thereof.

The amount of the Loan has been determined based upon the Agency's review of the Developer's proposal for the receipt of the Agency Assistance and the development proforma and projected cash flows for the Project submitted by the Developer to the Agency as of June 2, 2020 as amended and supplemented through September 28, 2020 ("Proforma"). The City Manager has authority to approve revised development proformas and projected cash flows for the Project; provided, however, that the Agency Assistance is not materially increased or extended.

The Loan will have the following terms:

- \$6,000,000.00 principal amount, or as much thereof as is disbursed for acquisition costs and hard and soft costs in constructing the Project;
- 3% simple interest per annum;

- Repayment from Agency's prorata share (based on other public agency soft debt) of 50% of Residual Receipts (after payment of operating expenses, debt service, any deferred developer fee, and partnership fees to be described in the Agreement) with the remaining 50% to be disbursed to the Developer;
- Remaining principal and accrued interest due upon the 55th anniversary of the issuance of Certificate of Occupancy and/or final building permits or earlier upon sale, refinancing or default.
- The Loan will be nonrecourse to Developer's and its partners and will be secured by a subordinate deed of trust.

The Agency's obligation to provide the Loan to the Project are subject to each of the following conditions:

1. Review and approval of the documents evidencing the Loan by the City Council.
3. Compliance with and completion of environmental review of the Project pursuant to the California Environmental Quality Act ("CEQA") and approval thereof.
4. Twenty-seven (27) of the Housing Units at the Project will be rented at Affordable Rent to "Lower Income Households" and twenty-three (23) Units will be rented at Affordable Rent to "Extremely Low Income Households". "Housing Units" and will be restricted to "Affordable Rent" as defined by the TCAC Regulations for a period not less than 55 years pursuant to conditions, covenants and restrictions recorded against the Project in the Official Records, County of Los Angeles, California. One (1) Housing Unit will be rented to an on-site property manager; the manager's unit will not be rent-restricted. The affordability restriction shall be subordinated to any financing provided by the conventional construction and permanent lenders.
5. The Loan Agreement shall provide that each of the following conditions shall be met prior to the disbursement of any portion of the Loan:
 - a. All grading permits shall have been issued and the City shall have issued a letter stating that building permits are ready to issue, subject only to payment of fees and the completion of grading of the Project site.
 - b. Developer shall have secured all necessary financing and funding for the construction and operation of the Project. Such financing and funding shall be sufficient to pay all Project development costs, through lease-up, as set forth in a final budget consistent with the approved Proforma (or as otherwise approved by the Agency in its reasonable discretion).

- c. The Developer shall have provided evidence to the Agency that the Developer has obtained insurance policies and certificates or endorsements acceptable to the Agency, as described in the Loan Agreement.
 - d. The Developer shall have provided construction security in favor of the Agency, which may include a completion guarantee from an affiliate of the Richman Group or a letter of credit and/or performance & payment bonds from the general contractor for the Project in an amount sufficient to ensure the Project will be completed and placed in service within the time set forth in the Project schedule approved by City of Santa Fe Springs.
 - e. Developer shall submit and obtain the Agency's approval of the construction contract, Developer's limited partnership agreement for the limited partnership entity to be formed to own and operate the Project, and management, marketing and tenant selection plans for the Project.
5. The Agency's obligation to provide the Loan is and shall remain subject to all covenants, conditions, and restrictions set forth in the Loan Agreement, and in particular Agency's analysis of the available funding sources and development and operating costs of the Project and the overall economic feasibility of the Project.

If you have any questions or require additional information regarding this letter, please contact City Manager Raymond Cruz.

Sincerely,

Raymond R. Cruz, City Manager/Executive Director



CONSENT AGENDA

Resolution No. 9860 – Approving a First Amendment (Amendment) to the Purchase, Sale and Development Agreement with Habitat For Humanity of Greater Los Angeles

RECOMMENDATIONS:

- Approve Resolution No. 9860, approving a First Amendment to the Purchase, Sales and Development Agreement with Habitat For Humanity of Greater Los Angeles; and
- Find that the proposed actions is not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Authorize the City Manager or designee to execute the First Amendment to Purchase, Sale and Development Agreement with Habitat for Humanity of Greater Los Angeles, to revise subsection 7(c)(iv) of the Purchase and Sales Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

BACKGROUND

The Housing Successor is the owner* of four parcels of land located at the northeast and northwest corner of Laurel Avenue and Lakeland Road, in the City of Santa Fe Springs. The largest of the parcels (APN: 8011-012-902), at the northwest corner of Laurel Avenue and Lakeland Road, consist of ±3.94-acres and has an address of 13241 Lakeland Road. The adjacent three (3) parcels, (APN: 8011-011-906, 8011-011-907, 8011-011-912), have a combined area of ±36,342 sq. ft., and are located at the northeast corner of Laurel Avenue and Lakeland Road. All four parcels are unimproved land with perimeter fencing.

*Note: A portion of the ±3.94-acre parcel has since been sold to The Whole Child.

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013.

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2109 with a team of three entities: The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

At the Housing Successor meeting of October 5, 2021, The Agency approved Resolutions No.'s. HS-2021-003, HS-2021-004, HS-2021-005.

- Resolution No. HS-2021-003: Approving an Affordable Housing Loan Commitment to Richman Group of California Development Company
- Resolution No. HS-2021-004: Approving an Affordable Housing Grant Funding Agreement with TWC Housing LLC
- Resolution No. HS-2021-005: Approving a Purchase, Sale and Development Agreement with Habitat for Humanity Greater Los Angeles

Habitat For Humanity recently submitted a letter requesting that certain sections, specifically, sections 7 (c)(ii), 7 (c)(iii), and 7 (c)(iv) be removed from the Purchase, Sales and Development agreement. According to Habitat For Humanity, the requirements of these sections would cause a delay in the project and could cause the project to not move forward. Many portions of the entitlement process of a project requires Habitat LA to own the property. Currently, the conditions set forth in sections 7 (c)(ii), 7 (c)(iii), and 7 (c)(iv) of the Agreement would need to be completed prior to Habitat LA's acquisition of the property. However, Habitat LA cannot complete the sections without owning the property. Also, Habitat LA will not be able to close the financing of the project, including the financing of the entitlement process, without owning the property.

Staff and legal counsel have reviewed the request and are in agreement that only section 7(c)(iv) should be removed. Sections 7 (c)(ii) and 7 (c)(iii) would not delay Habit's acquisition of the property, but definitively Section 7 (c)(iv) would, since said section requires plan check submittal and approval and readiness for the issuance of building permits for construction, prior to closing.

Excerpt From Existing Purchase, Sales and Development Agreement

7. The Land Closing

(c) Seller's Condition To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date, but in no event later than the Outside Land Closing Date, which conditions are for the sole benefit of Seller:

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

Proposed First Amendment to Purchase, Sale and Development Agreement**7. The Land Closing**

(c) Seller's Condition To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date, but in no event later than the Outside Land Closing Date, which conditions are for the sole benefit of Seller:

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

~~(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.~~

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

LEGAL REVIEW

The City's Legal Counsel has reviewed the Amendment.

FISCAL IMPACT

There are no fiscal impacts to the General Fund associated with the proposed Amendment.



Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9860: Approving a First Amendment to the Purchase, Sales and Development Agreement with Habitat For Humanity of Greater Los Angeles
2. First Amendment to Purchase, Sales and Development Agreement
3. Request Letter-Habitat For Humanity of Greater Los Angeles
4. Purchase, Sale and Development Agreement (October 5, 2021)

RESOLUTION NO. 9860

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING A FIRST AMENDMENT TO THE PURCHASE, SALE AND DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES

(Northeast Corner of Lakeland Road and Laurel Avenue)

The City Council of the City of Santa Fe Springs does resolve as follows

Section 1. The City Council acting as the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the City Manager to execute the First Amendment to the Purchase and Sale Agreement with Habitat for Humanity of Greater Los Angeles to revise subsection 7(c)(iv) of the Purchase, Sale and Development Agreement, in substantially the form of the attached Exhibit A, incorporated herein by this reference.

Section 2. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the proposed action(s) is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

APPROVED AND ADOPTED this 18th day of **April, 2023**, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC City Clerk

FIRST AMENDMENT TO PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE, SALE AND DEVELOPMENT AGREEMENT (this “**Amendment**”) is made as of April 18, 2023, by and between, **HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS** (“**Seller**”), and **HABITAT FOR HUMANITY OF LOS ANGELES** (“**Purchaser**”).

RECITALS:

- A. Seller and Habitat for Humanity of Greater Los Angeles previously entered into that certain Purchase and Sale Agreement dated October 5, 2021 (“**Agreement**”).
- B. Seller and Purchaser wish to amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Recitals and Capitalized Terms. The foregoing recitals are true and are incorporated herein. Capitalized terms that are not defined in this Amendment have the meaning ascribed to them in the Agreement.
- 2. Revised Section 7 (c) Seller’s Conditions to Land Closing. Section 7(c)(iv) which states: “The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction” is hereby deleted.
- 3. Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and is unmodified except as set forth in this Amendment. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, and all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile or other means of electronic transmission will be deemed to be an original signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of _____, 2023.

PURCHASER:

HABITAT FOR HUMANITY OF GREATER LOS ANGELES

By: _____
Erin Rank, President and CEO

SELLER:

HOUSING SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SANTA FE SPRINGS

By: _____
Thomas Hatch
Interim Executive Director



Bringing People Together to Build **Homes, Communities** and **Hope**

April 10, 2023

Wayne M. Morrell
Director of Planning
City of Santa Fe Springs
Planning Department
1710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Morrell,

Please find this letter as Habitat for Humanity of Greater Los Angeles' (Habitat LA) official request to amend the Purchase, Sale and Development Agreement (Agreement) between the City and Habitat LA for 10940 Laurel Avenue and 13311 Lakeland Road. Specifically, Habitat LA requests the City remove sections 7 (c)(ii), 7 (c)(iii), and 7 (c)(iv) from the Agreement. The requirements of these sections would cause a delay in the project and could cause the project to not move forward. Many portions of the entitlement process of a project requires Habitat LA to own the property. Currently, the conditions set forth in sections 7 (c)(ii), 7 (c)(iii), and 7 (c)(iv) of the Agreement would need to be completed prior to Habitat LA's acquisition of the property. However, Habitat LA can not complete these sections without owning the property. Also, Habitat LA will not be able to close the financing of the project, including the financing of the entitlement process, without owning the property.

In the spirit of moving the project forward and delivering 18-new affordable homes to the City, we request that the Agreement be amended to allow Habitat LA to acquire the property with the conditions set forth in sections 7 (c)(ii), 7 (c)(iii), and 7 (c)(iv).

We appreciate your consideration of this request and looking forward to our continued work in the City.

A handwritten signature in black ink, appearing to read "Darrell Simien".

Darrell Simien
Senior Vice President
Community Development

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of October 5, 2021 (the "**Effective Date**"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (the "**Seller**") and HABITAT FOR HUMANITY OF GREATER LOS ANGELES, a California nonprofit public benefit corporation, (the "**Buyer**" and collectively, with Seller, the "**Parties**"), with reference to the following recitals of fact:

RECITALS

A. WHEREAS, California redevelopment agencies, including the Redevelopment Agency of the City of Santa Fe Springs ("RDA") were dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173 and AB x1 26, as modified by Assembly Bill No. 1484 (as modified to date, the "**Dissolution Law**"), which added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "**CRL**").

B. WHEREAS, pursuant to CRL § 34176 (a) and Resolution No. 2012- of the City Council of Seller, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets, were transferred to Seller, [including the Site], making Seller the "**Housing Successor**" to the former [RDA][CDC] under the Dissolution Law.

C. WHEREAS, Seller is the owner of that certain real property located north of Lakeland Road on Laurel Drive, in the City of Santa Fe Springs ("**City**") as described on Exhibit A attached hereto and incorporated herein by this reference (the "**Site**").

D. WHEREAS, Buyer has proposed to develop eighteen (18) residential homeownership units (the "**Project**") on the Site (including any improvements constructed thereon, the "**Property**"). A description of the proposed Project is attached as Exhibit B of this Agreement (the "**Project Description**"). The Site is depicted on Exhibit C attached hereto and incorporated herein by this reference.

E. WHEREAS, Buyer is an experienced developer of affordable housing projects, including affordable homeownership housing.

F. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller agrees to sell the Property to Buyer, and (ii) Buyer agrees to purchase the Property from Seller for the purpose of constructing the Project on the Property.

AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "**Agency Grantor**" means the City of Santa Fe Springs, a municipal corporation, acting in its capacity as Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs.

(b) "**Agency Grant**" means an Agency grant in the amount of \$1,300,000 to Buyer for the development and construction of the Project.

(c) **"Agency Grant Closing Date"** means such date as the Agency Grant is disbursed in accordance with Section 9 (b) and the Grant Funding Agreement.

(d) **"Business Day"** shall mean a day other than a Saturday, a Sunday or a day on which lenders in Los Angeles County are authorized or obligated by law or executive order to close.

(e) **"Close of Escrow"** means the date the Grant Deed is recorded in the Official Records of Los Angeles County. Neither Party shall be obligated to Close Escrow until Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires in order to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(f) **"Code"** means the Internal Revenue Code of 1986, as amended.

(g) **"Construction Lender"** means the lender of the Construction Loan.

(h) **"Construction Loan"** means the construction loan or a line of credit to be obtained by Buyer to finance, in part, the construction of the Project upon on terms and conditions acceptable to Buyer in its sole discretion.

(i) **"Force Majeure Delay"** shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(j) **"Force Majeure Event"** shall mean act of God, natural disaster, accident, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, pandemic, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(k) **"Grant Funding Agreement"** means the agreement between Buyer and Seller setting forth the terms, conditions, and applicable restrictive covenants required by Seller, and creating duties and obligations of the Buyer, in consideration of receiving the Agency Grant.

(l) **"Hazardous Materials"** means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (c) any "pesticide" or "economic poison" as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in

connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(m) **"Land Closing"** has the meaning ascribed thereto in Section 4 hereof.

(n) **"Land Closing Date"** has the meaning ascribed thereto in Section 7 hereof.

(o) **"Outside Land Closing Date"** means June 30, 2025 (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(p) **"Permitted Exceptions"** shall mean those exceptions to title to the Property listed on Exhibit F attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(q) **"Project"** has the meaning set forth in Recital B.

(r) **"Project Building Permits"** means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(s) **"Project Design Documents"** means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(t) **"Property Information"** means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

(u) **"Schedule of Performance"** means the schedule attached as Exhibit G hereto.

2. Purchase and Sale of Property. Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the Property; all rights, privileges and easements appurtenant to the Property (collectively, the **"Appurtenances"**); all improvements and fixtures located upon the Property (collectively, the **"Improvements"**); to the extent assignable by Seller, all of Seller's right, title and interest in and to all development rights, entitlements, governmental permits, licenses, certificates and other governmental approvals (including any Bureau of Real Estate approvals), air rights, water, water rights, water stock, utility and other permits, pre-paid fees, deposits, fee and tax credits, and any refunds, if any, that are appurtenant to the Property, all easements, rights of way and other rights appurtenant used in connection with the beneficial use and enjoyment of Property, and all of the rights of Seller, if any, in any other intangible personal property (including without limitation, all warranties, indemnities, reports, studies and other work product) used in connection with the ownership, use and/or operation of the Property (collectively, the **"Intangible Property"**); and all tangible personal property located on or in, or used in the ownership, use, occupancy or operation of the Property and/or Improvements (collectively, the **"Tangible Property"**). The Property, the Appurtenances, and the Improvements are sometimes referred to herein collectively as the **"Real Property."** The Real Property, the Intangible Property and the Tangible Personal Property are sometimes referred to herein as the **"Property."**

3. Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be Ten Dollars (\$10.00).

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) The acquisition and sale of the Property shall be consummated through an escrow (the "**Escrow**") to be opened with North American Title Company (the "**Escrow Holder**"). The Purchase Price shall be deposited into Escrow concurrently with opening of the account with the Escrow Holder.

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars (\$100.00) (the "**Independent Consideration**"). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the "**Land Closing Date**" (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer's closing costs and proration charges (the "**Land Closing Amount**"). For purposes of this Agreement, the term "**Land Closing**" means the date upon which the Grant Deed is recorded in the Official Records of Los Angeles County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as Exhibit D (the "**Grant Deed**"). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner's Policy of Title Insurance (2006 Form) in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the "**Endorsements**"). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the "**Pre-Disapproved Exceptions**"): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller's affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports,

environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the "**Property Information**"). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer's engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the "**Investigations**"). Buyer shall provide Seller not less than 24 hours' notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer's sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller's lenders as additional insureds on Buyer's commercial general liability insurance policy with a combined limit of not less than \$1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") which result from any damage to persons or property caused by Buyer's Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller's acts or omissions or Buyer's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Los Angeles County, California on the date elected by Buyer (the "**Land Closing Date**"); provided, that if the Land Closing has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement. The Parties shall exercise commercially reasonable efforts to effect the Land Closing by the date set forth in the Schedule of Performance.

(b) Buyer's Conditions to Land Closing. Buyer's obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(vii) Buyer and Seller have entered into a Grant Funding Agreement which will specifically set forth the terms, conditions, and restrictive covenants applicable to the Agency Grant.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer) by the date determined in accordance with the Schedule of Performance, then, upon Buyer's written request, this Agreement may be terminated. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date, but in no event later than the Outside Land Closing Date, which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

(v) Buyer and Seller have entered into a Grant Funding Agreement which will specifically set forth the terms, conditions, and restrictive covenants applicable to the Agency Grant.

(vi) Each and all of the representations and warranties made by Buyer in Section 11 hereof shall be true and correct as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller) by the Outside Land Closing Date, then, provided Seller is not in default hereunder, upon Seller's written request, this Agreement may be terminated. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. Upon the Close of Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit E (the "Intangible Assignment"), executed by Buyer, as assignee; and

(C) The Grant Funding Agreement, executed and acknowledged by Buyer, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An original of the Intangible Assignment, executed by Seller, as assignor;

(C) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(D) The Grant Funding Agreement, executed and acknowledged by Seller, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed to be recorded in the office of the County Recorder for the Los Angeles County, State of California and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations;

(D) Remit to Seller the remaining funds held for Seller's account; and

(E) Deliver an original of the Intangible Assignment, the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Buyer shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer shall pay the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Los Angeles County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Los Angeles County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing

indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Development Activities and Obligations.

(a) Financing of Project. Buyer and Seller agree that the development and construction of the Project shall be financed with a combination of (i) the Agency Grant, (ii) the proceeds of one or more lines of credit available to Buyer or a conventional construction loan; and (iii) any third party funding obtained by Buyer for the Project.

(b) Agency Grantor Financing.

(i) Agency Grantor Failure to Fund. If Agency Grantor defaults under the Grant Funding Agreement, Buyer shall have the right to terminate this Agreement within three (3) Business Days after receipt of notice of such default.

(ii) Funding of Agency Grant. Buyer and Seller will enter into a Grant Funding Agreement and other related documents evidencing the Agency Grant ("**Agency Grant Agreement Documents**") in such a form as is reasonably acceptable to Buyer and Seller. Two (2) Business Days prior to the Land Closing Date, Seller shall deposit an amount equal to the Agency Grant amount with the Escrow Holder which shall be released to Buyer upon Land Closing to pay for costs incurred by Buyer in connection with the development and construction of the Project.

10. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.

(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to Seller Loan Closing, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated

by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the "**Buyer Work Product**"). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

11. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property, which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "Interim Period"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Raymond R. Cruz, City Manager ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

12. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "**AS IS, WHERE IS**" PHYSICAL CONDITION AND IN AN "**AS IS, WHERE IS**" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

13. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a "material portion" being more than two percent (2%) of the net acreage of Property) or any adjacent or neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller's obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

14. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

15. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the

right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 13 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

16. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein at any time prior to Seller Loan Closing and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of One Thousand Dollars (\$1,000). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of One Thousand Dollars (\$1,000) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677. Notwithstanding anything to the contrary in this Agreement, in no event shall Buyer be liable for any special, consequential, indirect or punitive damages.

17. Schedule of Performance. The Parties agree to use commercially reasonable efforts to perform their respective obligations hereunder by the dates set forth in the Schedule of Performance.

18. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, officers, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential, indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Seller Loan Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction, development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property and not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising

from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, or until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential, indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing and not previously disclosed to Buyer in writing, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Buyer Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

19. Miscellaneous.

(a) Assignment, Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to

be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer: Habitat for Humanity of Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attention: President

With a copy to:

Leibold McClendon & Mann
9841 Irvine Center Drive, Ste. 230
Irvine, CA 92681
Attention: Joy Otsuki

If to Seller: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and
Community Development

If to Escrow Holder: North American Title Company
Attention: Erin Tweedy
711 West Kimberly Avenue, Suite 200
Placentia, CA 92870
etweedy@nat.com
(949) 419-9459

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 19(e) shall survive the Land Closing or termination of this Agreement.

(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Los Angeles, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Los Angeles, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term "Person" shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day,

the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Los Angeles County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii) solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

BUYER:

HABITAT FOR HUMANITY OF GREATER LOS ANGELES

By:


Erin Rank, President and CEO

SELLER:


CITY OF SANTA FE SPRINGS

By:


Raymond R. Cruz, City Manager

ATTEST:

BY:


CITY CLERK

APPROVED AS TO FORM:

BY:


IVY TSAI
CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

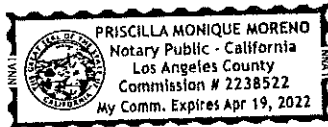
County of Los Angeles)On 11/4/21
Datebefore me, Priscilla Monique Moreno, Notary Public
Here Insert Name and Title of the Officerpersonally appeared Raymond R. Cruz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On Nov. 9, 2021 before me, ISABEL LEE, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ERIN RANK
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

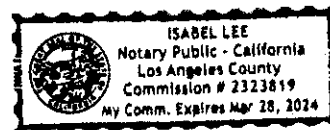


EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 2 AND 3, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 24115, FILED IN BOOK 266, PAGES 94 AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY.

EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED NOVEMBER 13, 1952 AS INSTRUMENT NO. 149 IN BOOK 40286, PAGE 183 OFFICIAL RECORDS, ALL OIL, ALL WATER, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., A CORPORATION, BY DEED RECORDED NOVEMBER 13, 1952 AS INSTRUMENT NO. 149 IN BOOK 40286, PAGE 183 OFFICIAL RECORDS.

ALSO EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED DECEMBER 2, 1957 AS INSTRUMENT NO. 1431 IN BOOK 56164, PAGE 306 OFFICIAL RECORDS, ALL OIL, MINERALS, GAS OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY HEREIN, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED DECEMBER 2, 1957 AS INSTRUMENT NO. 1431 IN BOOK 56164, PAGE 306 OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 25238, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 288, PAGES 65 AND 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS AND ALL OTHER MINERALS OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED IN THE DEED RECORDED SEPTEMBER 21, 1954 IN BOOK 45629, PAGE 238 OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS RESERVED IN DEED RECORDED SEPTEMBER 24, 1948 AS INSTRUMENT NO. 969 OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS

EXHIBIT A
(Continued)

RESERVED BY LOFTUS LAND CO., IN DEED RECORDED OCTOBER 21, 1955 AS INSTRUMENT NO. 607 OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL WATER, OIL, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED SEPTEMBER 27, 1951 IN BOOK 37292, PAGE 364 OFFICIAL RECORDS.

BY AN INSTRUMENT DATED MARCH 22, 1954, EXECUTED BY LOFTUS LAND CO., A CORPORATION, RECORDED MARCH 29, 1954 IN BOOK 44182, PAGE 434 OFFICIAL RECORDS, THE RIGHT OF ENTRY FOR THE PURPOSE OF EXPLORING FOR, DRILLING, DEVELOPING, PRODUCING, EXTRACTING, RECOVERING, TRANSPORTING AND REMOVING MINERALS, GAS, OILS AND OTHER HYDROCARBON SUBSTANCES, WAS QUITCLAIMED TO THE RECORD OWNER.

APN: 8011-011-906, 8011-011-907, 8011-011-912

EXHIBIT B

PROJECT DESCRIPTION

10940 Laurel Avenue and 13311 Lakeland Road, Santa Fe Springs, CA

Developer is proposing to build eighteen (18) homes on the Property, each home with two (2) car parking. The eighteen homes will consist of 18 townhome units within three separate buildings. The homes will be approximately 1,350 sq. ft. in size with three (3) bedrooms and two and one-half (2.5) bathrooms.

All work described above shall be performed in accordance with all applicable laws.

EXHIBIT C

DEPICTION OF THE SITE

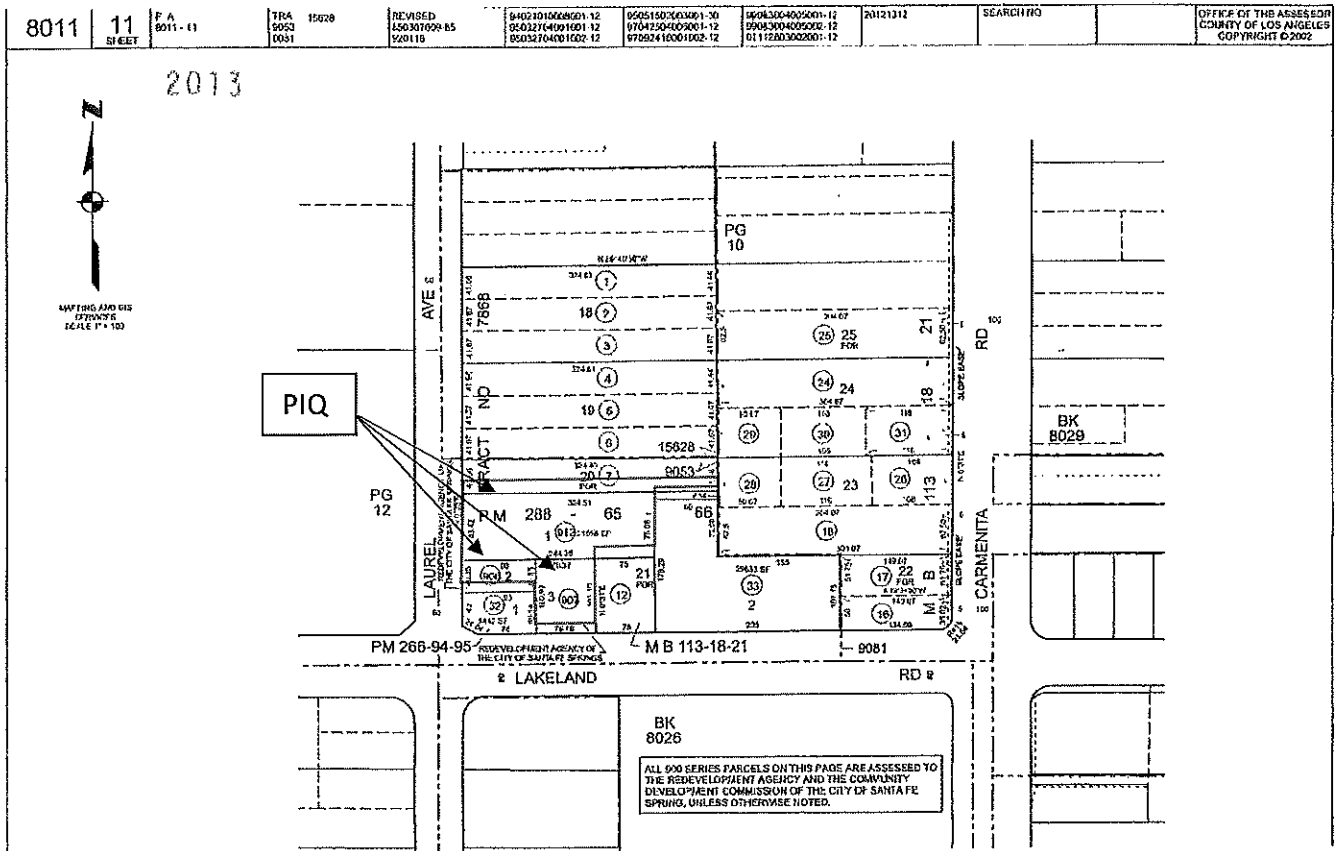


EXHIBIT D

GRANT DEED

(attached)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

Habitat for Humanity of Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attn: President

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is \$ _____ pursuant to Section 11932 of the Revenue and
Taxation Code, as amended

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

("Grantor"), does hereby grant to
Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation,
the real property in the County of Los Angeles, State of California, described on Exhibit "A"
attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2)
covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of
_____, 20__.

CITY OF SANTA FE SPRINGS

By: Exhibit – Do Not Sign
Raymond R. Cruz,
City Manager

ATTEST:

BY: Exhibit – Do Not Sign
CITY CLERK

APPROVED AS TO FORM:

BY: Exhibit – Do Not Sign
IVY TSAI, CITY ATTORNEY

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to be inserted]

EXHIBIT E

ASSIGNMENT OF INTANGIBLE PROPERTY

(attached)

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the _____ day of _____, _____, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase, Sale and Development Agreement, dated _____, _____ ("Agreement"), for the purchase and sale of the "Property" (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor's rights, title and interest in the "Intangible Rights" (as defined below).

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

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable without any consent required, in the following (the "Intangible Rights"):

(a) All contract rights, warranties, guaranties and licenses which benefit the "Property" (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Property, rights, licenses and permits which relate to all or any of the Property; and

(e) All general intangibles relating to the development or use of the Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Property.

2. "As-Is". The Intangible Rights are hereby acquired by Buyer "as is" without any representation or warranty of any kind or nature of Seller, express, implied or statutory, except

as expressly provided in the Agreement, as to the nature of or title to the Intangible Rights or its fitness for Buyer's intended use of same.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

4. Further Assurances. Assignor and Assignee agree to execute any documents and instruments which any of them deems necessary or appropriate to carry out the purposes of this Assignment and to effectuate the assignment to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

ASSIGNOR:

Exhibit – Do Not Sign

By: _____

Name: _____

Title: _____

EXHIBIT F

PERMITTED EXCEPTIONS

[to be inserted]

EXHIBIT G

SCHEDULE OF PERFORMANCE

1.	<u>Execution of Agreement.</u> This Agreement and the Grant Funding Agreement are executed by the Parties.	Effective Date.
2.	<u>Open Escrow.</u> The Parties shall open Escrow with the escrow company for the conveyance of the Property.	Not later than 30 days after CEQA and other environmental clearance of the Property.
3.	<u>Buyer Due Diligence Period.</u> Buyer shall have the right to conduct soils and engineering and environmental assessments.	Beginning upon the Effective Date and expiring upon the Land Closing Date. .
4.	<u>Environmental Disclosure.</u> Seller shall deliver or make available to Buyer copies of Seller's environmental reports for review.	Not later than 30 days after CEQA and other environmental clearance of the Property, but in no event later than the Land Closing Date.
5.	<u>Delivery of Preliminary Title Report.</u> Seller shall deliver to Buyer for review and approval a standard Preliminary Title Report.	Not later than 45 days after [environmental clearance] of the Property.
6.	<u>Buyer Review of Preliminary Title Report.</u> Buyer shall give notice to Seller of its approval or disapproval of Preliminary Title Report.	Prior to the Land Closing Date. .
7.	<u>Amendments to Title.</u> Seller shall cause Title to remove any items disapproved by Buyer.	Within ten (10) days of Notice from Buyer of any disapproved items.
8.	<u>Submittals into Escrow.</u> The Parties shall submit into escrow the deliverables listed in Section 7(e).	At least one (1) business day prior to the Closing Date.
9.	<u>Close of Escrow/Land Closing Date.</u> Escrow shall close when the Parties' conditions precedent have been satisfied or waived. The Escrow Agent shall Close the Escrow as described in the Agreement.	Not later than 6 months after CEQA and other environmental clearance of the Property, but in no event later than the Outside Closing Date.

10.	<u>Agency Grant Closing.</u> The Parties shall have executed all documents required by the Grant Funding Agreement to evidence the Agency Grant, and any documents required to be recorded in connection therewith shall be recorded in the official records of Los Angeles County, and the Agency Grant shall be disbursed to Buyer.	Concurrently with the Close of Escrow/ Land Closing.
11.	<u>Obtain Building Permits.</u> Buyer shall pay for and obtain issuance of all necessary building permits to construct the Project.	Subsequent to the Land Closing but prior to commencement of construction.
12.	<u>Commencement of Construction.</u> Buyer shall commence construction of the Project.	Within 30 days of receipt of building permits for the Project.
13.	<u>Completion of Construction.</u> Buyer shall complete construction of the Project and obtain a Certificate of Occupancy.	Not later than twenty four (24) months after commencement of construction, or such later date as may be permitted by corporate sponsors, any Construction Lender or other sources of financing for the Project.
14.	<u>Completion of sales to qualified buyers.</u> Buyer and qualified buyers shall close escrow for the sale of the affordable units to the qualified buyers.	Not later than 180 days from the issuance of Certificate of Occupancy.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10J

April 18, 2023

CONSENT AGENDA

Approval of Personnel Modifications

RECOMMENDATION:

- Approve the classification specification changes for Librarian I and Lead Public Safety Officer.
- Approve the reclassification/upgrade from Assistant Civil Engineer to Associate Civil Engineer.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classification specifications for the Librarian I and Lead Public Safety Officer. The changes are most notably to education and experience requirements. These changes will allow for better promotional opportunities.

Experience Revisions:

Librarian I: Master's degree in Library Science (MLS), Library and Information Science or related field from an American Library Association (ALA) accredited institution at time of appointment or within six (6) months instead of 90 days of appointment.

Currently the Library has several hourly staff members working towards their MLS.

Lead PSO: From four (4) years of experience to two (2) years of experience in increasingly responsible municipal public safety or law enforcement.

A review of the minimum requirements of these positions was performed by Department staff. The classification specifications have also been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA). There is no budgetary impact, as this is simply a change to the classification specification.

Position Reclassifications

Due to the complexity of work in the Public Works/Engineering Division, staff is requesting to reclassify the position of Assistant Civil Engineer to Associate Civil Engineer. The Associate Engineer is a more experienced engineer that can provide a higher level of technical skills.

The City recently completed a recruitment for the vacant Associate Civil Engineer. There is an active eligibility list for this position. If approved, the City can move quickly to interview candidates on the eligibility list without the need to start a new recruitment.

Report Submitted By: Travis Hickey and Debbie Ford
Finance and Administrative Services

Date of Report: April 13, 2023



City of Santa Fe Springs

City Council Meeting

April 18, 2023

FISCAL IMPACT

The additional annual salary and benefits range from \$21,150 (Step A) to \$26,900 (Step E) for the Associate Civil Engineer over the Assistant Civil Engineer. However, adequate appropriations exist for these positions in the FY 2023-2024 adopted budget due to current vacancies.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Job description/Specifications:
Librarian I
Lead Public Safety Officer

**CITY OF SANTA FE SPRINGS
LIBRARIAN I**

Bargaining Unit: SFSEA

Job Code: 15700

FLSA Status: Non-Exempt

Date Prepared: 1/1/14

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, promotes education and reading in the community at large; assists patrons in research and information needs; provides appropriate materials for the community; creates enjoyable and informative programs for library patrons and the public.

DISTINGUISHING CHARACTERISTICS:

This is the entry level class in the Librarian series. This class is distinguished from the Librarian II by the performance of routine tasks and duties assigned to positions within the series.

SUPERVISION RECEIVED:

Receives supervision from the Library Services Division Director or Librarian III.

SUPERVISION EXERCISED:

Exercises supervision over paraprofessional, clerical, or volunteer library staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Assists patrons in the use of library services and tools; accesses and retrieves information, both electronic and in print; researches and responds to technical references questions.
2. Creates promotional text for flyers, posters, and newsletter articles; compiles and provides statistics on programs.
3. Assists in planning and conducting of interdepartmental and divisional events.
4. Plans, organizes and conducts public programs designed to interest and familiarize community to library services.
5. Assists in developing and implementing goals, objectives, policies, programs and procedures for library literacy services; Assists with Literacy tutor and learner recruitment, evaluations and assessments.
6. Supervises, trains, schedules, and evaluates assigned staff members and volunteers; provides support to paraprofessional staff.
7. Supervises the Library as needed on evenings and weekends. Shifts will include evenings and weekends.

C. Other Job Specific Duties

1. Evaluates, selects and deselects materials for the Library's collection based on established selection criteria and patrons' needs; purchases library materials.
2. Maintains awareness of trends in book and electronic publishing.
3. Manages and troubleshoots public access computers and electronic resources.
4. Provides input and proactive ideas and suggestions on library services, programs, policies, and procedures.
5. May represent the Library in meetings with citizens, special interest groups, and other City department committees as assigned.
6. Works collaboratively with all Library and City staff as well as with volunteers and Library support groups.
7. Provides direction to volunteers and paraprofessional staff.

8. Prepares a variety of reports; maintains records.
9. Oversees and manages selected budgets.
10. Writes, administers, and reports on grants for library programs and services.
11. Plans and conducts staff meetings.
12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Professional library theories, issues, and trends.
Research techniques, including bibliographic research.
Fundamentals of cataloging and collection development.
Integrated Library systems.
Customer service best practices.
City policies and procedures.
Departmental policies and procedures.
Basic principles of supervision.
Federal, state, and local laws, codes, and regulations.
English usage, spelling, grammar, and punctuation.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Assist patrons in the use of library services and tools.
Research and respond to technical reference questions.
Plan, organize, and conduct public programs.
Provide effective customer service, including reference and readers advisory services.
Follow written and oral instructions.
Work independently in the absence of supervision.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

Bilingual in Spanish preferred

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- Master's degree in Library Science, Library and Information Science or related field from an American Library Association (ALA) accredited institution at time of appointment or within six (6) ~~ninety (90)~~ months ~~days~~ of appointment.
- One (1) year of professional library experience, preferably in a public library, including computer and customer service experience.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit and stand for extended periods of time.*
- *Walk and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CITY OF SANTA FE SPRINGS
LEAD PUBLIC SAFETY OFFICER**

Bargaining Unit: SFSEA

Job Code: 15630

FLSA Status: Non-Exempt

Date Prepared: 2-5-2018

***Disclaimer:** Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under the direction of the Director of Police Services, the Lead Public Safety Officer supervises, directs, coordinates, and performs the duties of a public safety officer; coordinates a variety of public safety activities and performs related work as required.

SUPERVISION RECEIVED:

Receives direct supervision from the Public Safety Officer Supervisor.

SUPERVISION EXERCISED:

Exercises general supervision over Public Safety Officers.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Leads, directs and supervises and directs the work activities of Public Safety Officers; develops assignment schedules; monitors work flow.
2. Trains, and evaluates personnel; in written and verbal form provides or coordinates staff training; works with employees to correct deficiencies.
3. Tracks public safety officer, sworn and volunteer service request flow, tracks outcomes, closures and follow-ups.

4. Participates in a variety of community, department and city meetings.
5. Coordinates field operations with police officers; facilitates functional supervision of public safety officer teams.
6. Oversees equipment needs for public safety officers, including purchasing, storing and budgeting.
7. Oversees, assigns and conducts community safety training and presentations.

C. Other Job Specific Duties

1. Serves as a liaison to City volunteer programs; May recruit and oversee volunteers.
2. Provides training to various public safety programs, city personnel, and the community.
3. Plans, organizes, and supervises a variety of public safety education and crime prevention programs, events, and services.
4. Provides information on various programs to the community; prepares promotional and public materials.
5. Conducts research; analyzes data and information; prepares reports.
6. Coordinates activities with other city departments, agencies, and businesses.
7. Plans, coordinates, supervises, and assists with department and city events and activities.
8. Manages maintenance of department facilities.
9. Coordinates and supervises vehicle maintenance for public safety vehicles.
10. Manages city facilities alarm systems; manages maintenance issues for the alarm systems and related equipment.
11. Coordinates and supervises distribution, follow up, and completion of all service requests; follows up on all projects assigned by the Public Safety Officer Supervisor, Assistant Director and/or the Director of Police Services.
12. Performs the duties of public safety officers; monitors and provides security for all City facilities; issues citations.
13. Provides technical expertise to public safety personnel and outside agencies.

14. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
15. Monitors and maintains a variety of logs and records; prepares reports.
16. Performs related duties as required.
17. Participates in budget preparation and administration; prepares cost estimates for budget recommendation, monitors expenditures and revenues.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Federal, state, and local laws, codes, and regulations, including penal and vehicle codes.
Court and judicial system.
Radio communication codes.
Law enforcement practices and procedures.
Interviewing techniques.
Safety practices, procedures, and regulations.
Emergency response procedures.
Principles of supervision, training, and performance evaluation.
Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Plan, organize, direct, and coordinate the work of subordinate personnel.
Supervise, train and evaluate staff.
Enforce local, state, and vehicle codes.
Interact effectively with a wide variety of individuals.
Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services.
Analyze problems; identify alternative solutions and project consequences of proposed actions; implement recommendations in support of goals.
Prepare clear and concise reports; maintain records.
Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by college level coursework in criminal justice or a related field. Ability to speak and understand Spanish preferred.
- Two (2) years of increasingly responsible municipal public safety or law enforcement experience. Supervisory experience is highly desirable.
- Possession of a valid State of California driver's license and an acceptable driving record.
- PC 832 certification.
- Obtain and maintain CPR and First Aid certification within one year of appointment.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is performed indoors and in the field.
- Noise level is quiet to moderate.
- Utilizes hand and power tools.
- Occasional exposure to chemicals, fumes, gases, and odors.
- Occasional contact with dissatisfied or distressed individuals.
- Adapt to flexible work schedule.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, sit, walk, kneel, crouch, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- Use hands and fingers to operate office equipment.
- See well enough to read documents and operate office equipment.
- Lift and move up to 50 pounds.



NEW BUSINESS

Resolution No. 9857 – Authorizing the Los Angeles County Development Authority (LACDA) to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire mortgage loan(s) in connection with a residential development (Lakeland Apartments), in the City of Santa Fe Springs and certain actions related thereto

RECOMMENDATION(S):

- Receive the staff report and any comments from the public regarding Resolution No. 9857, authorizing the LACDA to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire mortgage loan(s) in connection with a multifamily residential development (“Lakeland Apartments”), in the City of Santa Fe Springs and certain actions related thereto; and
- Find that the proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines, and the proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment; and
- Adopt Resolution No. 9857, consenting to and authorizing LACDA to issue bonds or notes in an amount not to exceed \$34,800,000 and make or acquire mortgage loan(s) in connection with a multifamily residential development (“Lakeland Apartments”), in the City of Santa Fe Springs (13231 Lakeland Road), and certain actions related thereto; and
- Authorize the Mayor and or designee to execute any and all documents, including the Interlocal Cooperation Agreement, deemed necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of Resolution No. 9857 and the financing approved hereby.

BACKGROUND

Both the County of Los Angeles (the “County”) and the City of Santa Fe Springs (City) are authorized, pursuant to the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (Act), to issue their revenue bonds for the purpose of providing permanent financing for the acquisition, construction and rehabilitation of multifamily rental housing for persons and families of low or moderate income.

The County, through the LACDA, has determined to engage in a multifamily rental housing finance program pursuant to Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (Housing Authorities Law), and to issue revenue bonds or notes (Bonds) to finance the acquisition, construction, rehabilitation and development of multifamily- rental housing in the County, all as provided for in the Housing Authorities Law (Program).

The Richman Group of California Development Company LLC has requested that the County issue its Bonds pursuant to the Housing Authorities Law for the purpose of financing the acquisition, construction, rehabilitation and development of 102 units of rental housing, located at 13231 Lakeland Road, Santa Fe Springs, California 90670 (Project).

The City has determined that it is necessary to cooperate with County pursuant to the Act for the purpose of financing the acquisition, construction, rehabilitation and development of the Project. The Law authorizes a county and one or more cities within the county to enter into agreements, including the attached (Interlocal Agreement), evidencing the agreement of the City and County to join or cooperate with one another in the exercise jointly, or otherwise, of any or all of their powers for the purpose of financing multifamily rental housing development pursuant to the Act.

The City also consents to the issuance of Bonds by the LACDA pursuant to a plan of financing in an amount not to exceed \$34,800,000 to make or acquire mortgage loans under the Program, all as more specifically set forth in the Housing Authorities Law, with respect to the Project within the City (which Bonds may be issued in one or more series and in conjunction with other Bonds of the LACDA) and further agrees that the LACDA may exercise any or all of its powers for the purpose of financing mortgage loans pursuant to the Housing Authorities Law and the Program with respect to the Project in the City.

Any Bonds issued under and pursuant to the terms of this Resolution shall be obligations solely of the LACDA, and the City shall have no responsibility or liability whatsoever with respect to any such Bonds, any loan of the proceeds thereof or any administration of such Bonds or such loan. The City hereby agrees and acknowledges that the terms, conditions and provisions of any Bonds issued pursuant to this resolution shall be determined in the sole and absolute discretion of LACDA, and that no further review or approval thereof shall be required by the City.

Nothing herein shall be deemed to obligate the City, the County or any department thereof to make any expenditure or to incur indebtedness in relation to the Program, the Project or the Bonds referred to in this Resolution, or to approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, development or operation of the Project.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

PUBLIC HEARING REQUIREMENTS

The City acknowledges that LACDA will provide notice of a public hearing with respect to the issuance of the Bonds and the financing of the Project and said notice shall be posted on the website of the LACDA, and that such hearing will be conducted by the LACDA at a later date. The City hereby consents, in accordance with any applicable California statutes, including the Housing Authorities Law, to such action on the part of the LACDA and the conduct of such hearing for purposes of the Internal Revenue Code of 1986.

LEGAL REVIEW

The City Attorney's office has reviewed the Interlocal Agreement.

FISCAL IMPACT

There are no fiscal impacts on the City by consenting to and authorizing the issuance of bonds or notes by the LACDA nor by entering into the Interlocal Agreement. Bonds issued under and pursuant to the terms of this Resolution shall be obligations solely of the LACDA, and the City shall have no responsibility or liability whatsoever with respect to any such Bonds, any loan of the proceeds thereof or any administration of such Bonds or such loan. Additionally, the Law authorizes a county and one or more cities within the county to enter into agreements, including the Interlocal Agreement, evidencing the agreement of the City and County to join or cooperate with one another in the exercise jointly, or otherwise, of any or all of their powers for the purpose of financing multifamily rental housing development pursuant to the Act.



Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9857
2. Interlocal Agreement

RESOLUTION NO. 9857**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$34,800,000 AND MAKE OR ACQUIRE MORTGAGE LOAN(S) IN CONNECTION WITH A RESIDENTIAL DEVELOPMENT IN THE CITY OF SANTA FE SPRINGS AND CERTAIN ACTIONS RELATED THERETO.**

WHEREAS, both the County of Los Angeles (the "County") and the City of Santa Fe Springs (the "City") are authorized, pursuant to the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act"), to issue their revenue bonds for the purpose of providing permanent financing for the acquisition, construction and rehabilitation of multifamily rental housing for persons and families of low or moderate income; and

WHEREAS, the County, through the Los Angeles County Development Authority (the "LACDA"), has determined to engage in a multifamily rental housing finance program pursuant to Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Housing Authorities Law"), and to issue revenue bonds or notes (the "Bonds") to finance the acquisition, construction, rehabilitation and development of multifamily rental housing in the County, all as provided for in the Housing Authorities Law (the "Program"); and

WHEREAS, The Richman Group of California Development Company LLC (or an affiliate, assign or designee thereof, the "Borrower") has requested that the County issue its Bonds pursuant to the Housing Authorities Law for the purpose of financing the acquisition, construction, rehabilitation and development of 102 units of rental housing located at 13231 Lakeland Road, Santa Fe Springs, California 90670, in the City of Santa Fe Springs (the "Project"); and

WHEREAS, City has determined that it is necessary to cooperate with the County pursuant to the Act for the purpose of financing the acquisition, construction, rehabilitation and development of Project; and

WHEREAS, the Law authorizes a county and one or more cities within the county to enter into agreements (an "Interlocal Agreement") to join or cooperate with one another in the exercise jointly, or otherwise, of any or all of their powers for the purpose of financing multifamily rental housing development pursuant to the Act; and

WHEREAS, the Project is located within the City and the County, and the actions contemplated by this Agreement are permitted by the Law.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. That the City consents to the issuance of Bonds by the LACDA pursuant to a plan of financing in an amount not to exceed \$34,800,000 to make or acquire mortgage loans under the Program, all as more specifically set forth in the Housing Authorities Law, with respect to the Project within the City (which Bonds may be issued in one or more series and in conjunction with other Bonds of the LACDA) and further agrees that the LACDA may exercise any or all of its powers for the purpose of financing mortgage loans pursuant to the Housing Authorities Law and the Program with respect to the Project in the City.

SECTION 2. The City acknowledges that the LACDA will provide notice of a public hearing with respect to the issuance of the Bonds and the financing of the Project, to be posted on the website of the LACDA, and that such hearing will be conducted by the LACDA at a later date. The City of Santa Fe Springs hereby consents, in accordance with any applicable California statutes, including the Housing Authorities Law, to such action on the part of the LACDA and the conduct of such hearing for purposes of the Internal Revenue Code of 1986.

SECTION 3. Any Bonds issued under and pursuant to the terms of this Resolution shall be obligations solely of the LACDA, and the City shall have no responsibility or liability whatsoever with respect to any such Bonds, any loan of the proceeds thereof or any administration of such Bonds or such loan. The City hereby agrees and acknowledges that the terms, conditions and provisions of any Bonds issued pursuant to this resolution shall be determined in the sole and absolute discretion of the LACDA, and that no further review or approval thereof shall be required by the City.

SECTION 4. Nothing herein shall be deemed to obligate the City, the County or any department thereof to make any expenditure or to incur indebtedness in relation to the Program, the Project or the Bonds referred to in this Resolution, or to approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, development or operation of the Project.

SECTION 5. The Interlocal Agreement between the City and the County is hereby approved and each authorized City officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Interlocal Agreement, with such additions or changes in said document as such officer may recommend or approve, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Interlocal Agreement.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this **18th** day of **April**, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into as of April 18, 2023, by and between the City of Santa Fe Springs, California (the “City”), and the County of Los Angeles, California (the “County”), pursuant to the provisions of Section 52086 of the Health and Safety Code of the State of California (the “Law”), for the purpose of evidencing the agreement of the City and the County to cooperate with one another in the exercise of their powers pursuant to the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California, as amended (the “Act”), to permit County to issue revenue bonds for the purpose of financing the acquisition, development, construction and rehabilitation of multifamily rental housing located in the City.

WHEREAS, The Richman Group of California Development Company LLC (or an affiliate, assign or designee thereof, the “Borrower”) has requested that the County issue its revenue bonds or notes pursuant to the Act for the purpose of financing the acquisition, development, construction and rehabilitation of a multifamily rental housing development (the “Project”) located in the City; and

WHEREAS, the County, through the Los Angeles County Development Authority (the “LACDA”), will apply to the California Debt Limit Allocation Committee for an allocation of federal tax-exempt volume cap for purposes of financing the Project; and

WHEREAS, the Law authorizes a county and one or more cities within the county to enter into agreements to join or cooperate with one another in the exercise jointly, or otherwise, of any or all of their powers for the purpose of financing multifamily rental housing development pursuant to the Act; and

WHEREAS, the Project is located within the City and the County, and the actions contemplated by this Agreement are permitted by the Law.

NOW, THEREFORE, the City and the County hereby agree, pursuant to the provisions of the Act, as follows:

Section 1. The recitals above are true and correct.

Section 2. The County shall issue its revenue bonds or notes in accordance with the Act in one or more series for the purpose of financing the Project. The City hereby consents to the issuance by the County of such revenue bonds or notes (the “Bonds”) and to the use of the proceeds of the Bonds to finance the acquisition, development and construction of the Project.

Section 3. The City agrees to cooperate with the County to facilitate the issuance of the Bonds, and shall take such actions as are reasonably requested by the County to permit the issuance of Bonds including, without limitation, taking such actions as are necessary to comply with the requirements of the Internal Revenue Code of 1986 (the

“Code”) with respect to the issuance of the Bonds. Without limiting the generality of the foregoing, the County shall submit the proposed issuance of Bonds to finance the acquisition, development, construction and rehabilitation of the Project to the Board of Supervisors of the County for consideration for approval pursuant to the requirements of Section 147(f) of the Code. The City understands and acknowledges that the County will provide notice of a public hearing with respect to the issuance of the Bonds and the financing of the Project, to be posted on the website of the LACDA, and such hearing will be conducted by the LACDA. The City hereby approves such action on the part of the County, ratifies any related actions heretofore taken and adopts such hearing for purposes of the Code.

Section 4. Any Bonds issued under and pursuant to the terms of this Agreement shall be obligations solely of the County, and the City shall not be obligated thereon or with respect thereto.

Section 5. The City hereby agrees and acknowledges that the terms, conditions and provisions of any Bonds issued pursuant to this Agreement shall be determined in the sole and absolute discretion of the County, and that no further review or approval thereof shall be required by the City; provided, the County shall, upon the issuance of the Bonds, cause the Borrower to pay all expenses of the City in connection with the Bonds and the Project and shall cause the Borrower to indemnify, hold harmless and defend the City and each of its officers, supervisors, officials, employees, attorneys and agents in the same manner as the indemnification by the Borrower of the County and the LACDA.

Section 6. Nothing herein shall obligate the City or the County to expend any funds or incur any expenses. Nothing herein shall be interpreted to obligate any payment of any kind by the County to the City or by the City to the County.

Section 7. Each of the County and the City represents and warrants that it has all necessary power and authority to enter into this Agreement, and that it has taken all such actions and received all such approvals as are necessary to authorize the execution and performance of this Agreement.

Section 8. This Agreement is entered into under and pursuant to the laws of the State of California and shall be effective immediately upon its execution and delivery by the parties hereto.

Section 9. This Agreement may be entered into in one or more counterparts, each of which shall be considered an original for all purposes.

Section 10. If any provision of this Agreement is, for any reason, unenforceable, such provision shall be void and of no further force and effect, and the remainder of this Agreement shall remain binding and enforceable against the parties hereto.

[Remainder of Page Intentionally Left Blank.]

This Agreement is entered into by the City and the County as of the date first set forth above.

CITY OF SANTA FE SPRINGS

By _____
Name:
Title:

Approved as to form:

CITY OF SANTA FE SPRINGS

IVY M. TSAI
City Attorney

By: _____
Deputy/Assistant City Attorney

COUNTY OF LOS ANGELES

**By: Los Angeles County Development
Authority**

By: _____
Name:
Title

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES

Dawyn R. Harrison, Acting County Counsel

By: _____
Senior Deputy



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12A

April 18, 2023

PRESENTATION

Proclamation – Proclaiming April 2023 as “Parkinson’s Awareness Month”

BACKGROUND

April marks Parkinson’s Awareness Month, a time dedicated to raising awareness and understanding of Parkinson’s disease, a progressive neurological disorder that affects movement. The observance serves to educate the public about the disease, its symptoms, and the impact of it has on the lives of those living with Parkinson’s and their families. Parkinson’s Awareness Month also aims to promote research and fundraising efforts to find better treatments, and ultimately a cure for the disease. The month-long observance provides an opportunity for the community to come together to raise awareness and show support for those affected by Parkinson’s disease.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Proclamation

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS, Parkinson's disease is estimated to affect approximately one million people in the United States and the prevalence will rise to 1.2 million by 2030; and

WHEREAS, It is estimated that the economic burden of Parkinson's disease is at least \$52 billion annually, including direct and indirect costs, including treatment, social security payments and lost income, to patients and family members; and

WHEREAS, There is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease; and

WHEREAS, The symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS, Increased research, education, and community support services such as those provided by the Parkinson's Foundation and other organizations are needed to find more effective treatments and to provide access to quality care to those living with the disease today:

NOW, THEREFORE, I, Juanita Martin, Mayor of the City of Santa Fe Springs, do hereby proclaim April 2023 as

"PARKINSON'S AWARENESS MONTH"

In the City of Santa Fe Springs and encourage the community to recognize the volunteers, researchers, caregivers, and medical professionals that are working to improve the quality of life of persons living with Parkinson's disease and their families.

Dated this 18th day of April, 2023.

Juanita Martin, Mayor

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12B

April 18, 2023

PRESENTATION

Proclaiming the week of April 23-29, 2023 as "National Library Week" in Santa Fe Springs

RECOMMENDATION

- City Council proclaim the week of April 23-29, 2023 as "National Library Week" in the City of Santa Fe Springs.

BACKGROUND

The Santa Fe Springs City Library in the Department of Community Services encourages all community members to visit the Library during National Library Week, April 23-29, 2023 to explore all we have to offer.

Most people know about the wealth of stories available at the Library, from picture books and large print to audiobooks and e-books. But there's so much more to the story of libraries.

Libraries are welcoming spaces that bring communities together for entertainment, education and connection through books clubs, story times, movie nights, live performers and more. The Santa Fe Springs City Library offers a wide array of programs, classes and resources, including STEAM and NASA @ our Library programs and telescopes, chromebooks and State Park passes for checkout.

Libraries also play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills and support for job seekers, small businesses and entrepreneurs.

The Santa Fe Springs City Library is celebrating National Library Week by offering a Reading is Fundamental (RIF) book giveaway for children on Monday through Friday, April 24th through April 28th, from 3 – 5 p.m. in the Children's Area of the Library.

The Mayor may wish to call upon Deborah Raia, Library Services Manager, to assist with the presentation of the proclamation.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment

Proclamation – National Volunteer Week

Attachment No. 1

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries and librarians empower their communities to make informed decisions by providing free access to information;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim April 23-29, 2023 as

“NATIONAL LIBRARY WEEK”

in Santa Fe Springs and urge fellow residents to visit the library and explore the wealth of resources available.

DATED this 18th day of April 2023

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12C

April 18, 2023

PRESENTATION

Proclaiming April 28, 2023, as "National Arbor Day"

RECOMMENDATION

- Proclaim April 28, 2023, as "National Arbor Day".

BACKGROUND

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture to designate a special day for planting trees, which would later be known as Arbor Day. Trees play an integral part in the urban landscape by providing aesthetic and environmental benefits to neighborhoods. The City of Santa Fe Springs places great value on maintaining and preserving more than 7,000 trees comprising the City's urban forest. The Arbor Day Foundation has recognized this investment and bestowed upon the City the national designation award of Tree City USA for the 37th consecutive year.

The Arbor Day Foundation is a non-profit, environmental, and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters and the United States Department of Agriculture Forest Service, sponsors the Tree City USA program.

The Mayor may wish to call upon Kevin Periman, Municipal Services Manager to receive the proclamation.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

Exhibit No. 1: Proclamation

NATIONAL ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community;

NOW, THEREFORE, I, Juanita Martin, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 28, 2023 as

NATIONAL ARBOR DAY

in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees.

DATED this 18th day of April, 2023

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12D

April 18, 2023

PRESENTATION

Proclaiming the Month of April 2023 as "Sexual Assault Awareness Month" and April 26, 2023 as "Denim Day" in Santa Fe Springs

RECOMMENDATION(S)

- The Mayor may wish to call upon the City Clerk to read the proclamation.

BACKGROUND

Sexual Assault Awareness Month (SAAM), observed each April, is a campaign that aims to increase awareness about the causes and risk factors for sexual assault and empower individuals to take steps to prevent it in their communities. Since 2001, the National Sexual Violence Research Center has coordinated annual programming, developing materials and resources for organizations and agencies to use.

"Sexual Assault Awareness Month" and Peace Over Violence has declared Wednesday, April 26, 2023 as "Denim Day" in Los Angeles County and nationwide. All municipalities in Los Angeles County and nationwide are invited to be a part of Denim Day, a sexual assault prevention and education campaign in support of raising awareness about the need to end sexual violence. Millions of supporters around the country and globally are expected to participate.

Organized annually, "Denim Day" recalls an Italian Supreme Court case that sparked international outrage when judges did not convict a rapist because the victim wore jeans. The judges ruled that because the victim was wearing jeans, she must have helped her attacker remove them, thus implying consent. People are encouraged to wear jeans to support survivors of sexual assault and raise awareness around sexual violence issues and communicate the message that there is "no excuse and never an invitation to rape."

Santa Fe Springs is proud to participate in this effort to promote awareness by wearing denim on Wednesday, April 26. The Santa Fe Springs City Council encourages all City employees to make a social statement and wear denim jeans this day in support of such a worthwhile cause.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. Proclamation

Sexual Assault Awareness Month Proclamation

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for members of the community; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women and one in seventy-one men will have experienced sexual assault in their lifetime; and

Whereas, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, the City of Santa Fe Springs strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Santa Fe Springs does hereby proclaim the month of April, 2023 as

“Sexual Assault Awareness Month”

In the City of Santa Fe Springs and promotes joining anti-sexual violence advocates in the belief that all community members must be part of the solution to end sexual violence.

Dated this 18th day of April, 2023.

Juanita Martin, Mayor

Attest:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

April 18, 2023

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	3	Rounds
Historical & Preservation	1	Zamora
Historical & Preservation	2	Sarno
Historical & Preservation	3	Martin
Family & Human Svcs	1	Rounds
Family & Human Svcs	1	Rodriguez
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	2	Rodriguez
Senior	3	Rounds
Senior	3	Zamora
Senior	2	Sarno
Senior	4	Rodriguez
Senior	3	Martin
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	2	Zamora
Youth Leadership Committee	2	Sarno
Youth Leadership Committee	2	Rodriguez
Youth Leadership Committee	4	Martin

Applications Received: None

Recent Actions: None

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

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: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar Vacant Vacant Vacant	
Zamora	Hilda Zamora* Marina Gurrola Mary Arias Vacant	
Sarno	Vacant Sally Gaitan Jeannette Lizarraga Vacant	
Rodriguez	Elena Lopez* Mark Scoggins Gloria Maghame Blake Carter*	
Martin	Julie Garcia Vacant Vacant Vacant	

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: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Miriam Herrera Gilbert Aguirre Vacant	
Zamora	Francis Carbajal* Gabriela Garcia Christina Colón	
Sarno	Janie Aguirre Peggy Radoumis Dolores Duran	
Rodriguez	Adrianne Karnofel Elena Lopez* Vacant	
Martin	Bonnie Fox Laurie Rios* Kerry Ann Cobos	

**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, 2024
Rounds	Maria Salazar	
Zamora	Hilda Zamora*	
Sarno	Peggy Radoumis	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Elena Lopez*
Historical & Comm. Preservation Committee	Gloria Maghame
Planning Commission	Vacant
Chamber of Commerce	Vacant

Council/Staff Representatives

Council Liaison	Bill Rounds
Council Alternate	Vacant
City Manager	Vacant
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., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Rounds

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	David (Kurt) Hamra Joe Avila Eddie Barrios Ralph Aranda William Logan	
Zamora	Blake Carter* John Mora Vacant Vacant Vacant	
Sarno	Dani Cook Kerry Ann Cobos Jeannette Lizarraga Mark Scoggins Vacant	
Rodriguez	Priscilla Rodriguez Lisa Garcia Johnny Hernandez Vacant Vacant	
Martin	Elizabeth Ford Andrea Lopez Nancy Krueger Dolores Romero Mary Anderson	

**Indicates person currently serves on three committees*

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
Rounds		David Ayala
Sarno		Joseph Flores
Rodriguez		Francis Carbajal*
Martin		John Mora
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, 2024
Rounds	Astrid Shesterkin	
	Dolores Romero	
	Vacant	
	Vacant	
	Vacant	
Zamora	Hilda Zamora*	
	Josefina Lara	
	Vacant	
	Vacant	
	Vacant	
Sarno	Gilbert Aguirre	
	Janie Aguirre	
	Bonnie Fox	
	Vacant	
	Vacant	
Rodriguez	Johnny Hernandez	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Martin	Dolores Duran	
	Vacant	
	Nancy Krueger	
	Vacant	
	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

Rounds	Sally Gaitan
Sarno	Johana Coca
Rodriguez	Felix Miranda
Martin	Linda Vallejo*
Zamora	Blake Carter*

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: Martin

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Jilliana Casillas Jaeleen Casillas Vacant Vacant	
Zamora	Vanessa Doss Valerie Gamboa Vacant Vacant	
Sarno	Aaron Doss Valerie Bojorquez Vacant Vacant	
Rodriguez	Zulema Gamboa Jisel Morales Vacant Vacant	
Martin	Vacant Vacant Vacant Vacant	

Ineligible Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Gina Hernandez *(until April 2023)*

David Diaz-Infante *(until May 2023)*

Planning Commission

Senior

Paul Nakamura *(until June 2023)*

Yoko Nakamura *(until June 2023)*

Sally Gaitan *(until April 2023)*

Traffic Commission

Youth Leadership