

AGENDA

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

> May 2, 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:

<u>Electronically using Zoom</u>: 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 <u>Telephonically:</u> Dial: 888-475-4499

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 Clerk's Office City the 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. Password: 659847 Meeting ID: 521620472

<u>Americans with Disabilities Act:</u> 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.

<u>SB 1439</u>: 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.

1. CALL TO ORDER

City of Santa Fe Springs Regular Meetings

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				
	HOUSING SUCCESSOR				
6.	CONSENT AGENDA Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.				
	 Minutes of the April 4, 2023 Housing Successor Meetings (City Clerk) Recommendation: Approve the minutes as submitted. 				
	SUCCESSOR AGENCY				
7.	CONSENT AGENDA Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.				
	Minutes of the April 4, 2023 Successor Agency Meetings (City Clerk) Recommendation: • Approve the minutes as submitted.				
	CITY COUNCIL				
8.	CONSENT AGENDA Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.				
	 a. <u>Minutes of the April 4, 2023 Regular City Council Meetings (City Clerk)</u> Recommendation: Approve the minutes as submitted. 				
	 b. <u>Department of Fire-Rescue, Medical Director – Award of Contract (Fire)</u> Recommendation: Authorize the City Manager to enter into professional services agreement 				

with Kevin Andruss, MD, FACEP, and award contract for the position of Medical Director for the Department of Fire-Rescue in the amount of \$36,000 per contract year.

c. <u>Amendment Number 1 to Agreement with Merchants Landscape Services, Inc. to</u> <u>Exercise One-Year Extension (Public Works)</u>

Recommendation:

- Approve Amendment Number 1 to exercise a one-year extension to the agreement with Merchants Landscape Services, Inc.; and
- Authorize the Mayor to execute Amendment Number One.
- d. Local Return Funds Approve the Allocation of Local Transit Return Funds to the Residential Street Improvements Slurry Seal 2022, and Residential Street Improvements South of Florence Avenue (Triangle), and Longworth Avenue (Orr & Day Road to Harvest Avenue) (Public Works)

Recommendation:

- Approve the allocation of Measure R and Prop C Local Transit Return Funds in the amount of \$297,300 to the Utility User Tax (UUT) Capital Improvement fund for Residential Street Improvements Slurry Seal 2022 project (PW220008); and
- Approve the allocation of Measure M Local Transit Return Funds in the amount of \$258,900 to the Utility User Tax (UUT) Capital Improvement fund Residential Street Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Ave) (PW220002).
- e. <u>Rosecrans/Marquardt Avenues Grade Separation Project Cooperative and</u> <u>Funding Agreement Amendment No. 1 (Public Works)</u>

Recommendation:

- Authorize the Mayor to sign a Cooperative Amendment No. 1 in final form reviewed and approved by the City Attorney to the Funding Agreement for the Rosecrans/Marquardt Grade Separation Project between the Los Angeles County Metropolitan Transportation Authority and the City of Santa Fe Springs.
- f. <u>Los Nietos Playground Improvements Final Payment (Public Works)</u> **Recommendation:**
 - Approve the Final Payment to Miracle Recreation of Dallas Texas for the full amount of \$410,441.61 for the subject project; and
 - Authorize the Interim Director of Public Works to approve the Miracle Recreation invoice No. 849573 for Purchase Order No. 2220110 as the Final Payment for this playground improvement project (PW220103).
- g. <u>Backflow Prevention and Cross Connection Control Specialist Services -</u> <u>Professional Services Agreement with waterTALENT (Public Works)</u> **Recommendation:**

City of Santa Fe Springs

Regular Meetings

- Approve and authorize the Mayor to execute the Professional Services Agreement with waterTALENT for a Cross Connection Control Specialist.
- h. <u>Authorize the Purchase of One (1) 2023 Electric Ford Transit Van from A-Z Bus</u> <u>Sales and Appropriate \$106,900 from AQMD Funds to Fund this Purchase (Public</u> <u>Works)</u>

Recommendation:

- Authorize the purchase of (1) Electric Ford Transit Van by awarding an order to A-Z Bus Sales; and
- Appropriate \$106,900 from AQMD funds to fully fund this purchase; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$106,900 to A-Z Bus Sales.
- i. <u>City Hall LED Lighting Retrofit Project (Public Works)</u> **Recommendation:**
 - Appropriate \$60,000 from General Funds to a 9000 account; and
 - Approve the transfer of funds to a 9000 account.
- j. <u>Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2023</u> (Finance)

Recommendation:

- Receive and file the report.
- k. <u>Authorize the Purchase of Microsoft Office Software Licenses (Finance)</u> **Recommendation:**
 - Authorize the Director of Purchasing Services to issue a purchase order to GovConnection, Inc. in the amount of \$42,883.05 to acquire 105 software licenses for Microsoft Office software.
- I. <u>Appropriate Funds for and Authorize the Purchase of a 3-Year Enterprise</u> <u>Protection Contract (Finance)</u>

Recommendation:

- Authorize the purchase of a 3-year Enterprise Protection service contract; and
- Appropriate \$60,000 from the General Fund unassigned reserves to account number 10129000-521000; and
- Authorize the Director of Purchasing Services to issue a purchase order to GovConnection, Inc. in the amount of \$59,902.28 for this purchase.
- m. <u>Approval and Adoption of City of Santa Fe Springs Transportation Study</u> <u>Guidelines (Planning)</u>

Recommendation:

- Find and determine that the project is Statutorily Exempt pursuant to Sections 15378(b)(5) and 15061(b)(3) of the California Environmental Quality Act (CEQA); and
- Adopt Resolution No. 9861 to approve and adopt the City of Santa Fe

City of Santa Fe Springs Regular Meetings

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	Springs Transportation Study Guidelines, based on the information and findings contained within the staff report.			
	 n. Introduction of Ordinance No. 1128 Amending Chapter 95 of Title IX of the Santa <u>Fe Springs Municipal Code Relating to Public Nuisances (Police Services)</u> Recommendation: Introduce by title only and waive further reading of Ordinance No. 1128: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 95 (PROPERTY MAINTENANCE) OF TITLE IX OF THE CODE OF SANTA FE SPRINGS RELATING TO PROPERTY MAINTENANCE. 			
9.	NEW BUSINESS <u>Resolution No. 9862- Increasing the Compensation for Members of the Planning</u> <u>Commission and Traffic Commission (City Manager/Finance)</u> <u>Recommendation:</u>			
	 Adopt Resolution No. 9862 increasing the compensation to Planning Commission and Traffic Commission members from \$50 dollars to \$100 dollars, per meeting attended. 			
10.	PRESENTATIONS			
-	a. Introduction of Dr. Ramiro Rubalcaba, Superintendent of Los Nietos School District			
	(Community Services) b. Proclaiming May 14-20, 2023 as "National Police Week" (Police Services)			
	c. Proclaiming May 15, 2023 as Santa Fe Springs History Day – Celebrating 66th			
	Anniversary as a Municipal Government Agency (Community Services) d. Proclaiming the month of May 2023 as "Older Americans Month" in the City of			
	Santa Fe Springs (Community Services)			
11.	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.			
12.	CITY MANAGER'S AND EXECUTIVE TEAM REPORTS			
13.	APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS			
14.	COUNCIL COMMENTS/ AB1234 COUNCIL CONFERENCE REPORTING			
15.	ADJOURNMENT			
	I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at			
	<u>www.santafesprings.org;</u> 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.			
	4/27/23			
	Janet Martinez, CMC, City Clerk Date Posted			

FOR ITEM NO. 6 PLEASE SEE ITEM NO. 8A FOR ITEM NO. 7 PLEASE SEE ITEM NO. 8A

City of Santa Fe Springs

City Council Meeting

May 2, 2023

CONSENT AGENDA

Minutes of the April 4, 2023 Regular City Council Meeting

RECOMMENDATION(S)

• Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

• Regular City Council Meeting of April 4, 2023

Staff hereby submits the minutes for Council's approval.

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Tom Hatch Interim City Manager

<u>Attachment:</u> 1. April 4, 2023 Regular Meeting Minutes



MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

April 4, 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 Cindy Jarvis.

4. PLEDGE OF ALLEGIANCE

Lee Squire led the Pledge of Allegiance.

5. INTRODUCTIONS

Mayor Martin introduced Santa Fe Springs Chamber of Commerce members: Raman Venkat, CEO/CFO from LeFiell Manufacturing Company.

She also introduced the Youth Leadership Committee members.

HOUSING SUCCESSOR

6. CONSENT AGENDA

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

Minutes of the March 7, 2023 Housing Successor 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: Rodríguez, Rounds, Zamora, Sarno and Martin. Nayes: None Absent: None

SUCCESSOR AGENCY

7. CONSENT AGENDA

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

Minutes of the March 7, 2023 Successor Agency Meetings (City Clerk) **Recommendation:**

• Approve the minutes as submitted.

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

Ayes:Rodríguez, Rounds, Zamora, Sarno and Martin.Nayes:NoneAbsent:None

CITY COUNCIL

8. CONSENT AGENDA

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

a. <u>Minutes of the March 7, 2023 Special and Regular City Council Meetings (City</u> <u>Clerk)</u>

Recommendation:

- Approve the minutes as submitted.
- b. <u>Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public</u> <u>Auction (Finance)</u> <u>Recommendation:</u>

Recommendation:

- Authorize the disposal of surplus vehicles and obsolete equipment at public auction.
- c. <u>On-Call Professional Engineering Services for the Design of Residential Alley</u> <u>Improvements Project – Approval of Task Order No. 4 (Public Works)</u> **Recommendation:**
 - Accept the NV5 Inc. Design of Residential Alleys Proposal;
 - Approve Task Order No. 4 to NV5 Inc. for the Design of Residential Alleys in the amount of \$135,500;
 - Authorize the Interim Director of Public Works to execute a Task Order for On-Call Professional Engineering Services with NV5, Inc.; and
 - Rename the Residential Alley Improvements (Terradell Street to Bartley Avenue) project to the Residential Alley Improvements project.

It was moved by Council Member Rounds, seconded by Council Member Rodriguez, to approve the consent calendar, by the following vote: Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin. Nayes: None Absent: None

OLD BUSINESS

- 9. <u>Traffic Study Orr and Day Road at Whiteland Street (Public Works)</u> Recommendation:
 - Consider the installation of Stop signs with flashing LEDs and advance flashing yellow beacons at the intersection of Orr and Day Road and Whiteland Street;
 - Add the Orr and Day Road at Whiteland Street improvement project to the Capital Improvement Plan;
 - Appropriate \$150,000 from the Utility Users Tax (UUT) Capital Improvement Fund to fund the Orr and Day Road at Whiteland Street improvement project

Interim Director of Public Works, Yvette Kirrin stated that the item was brought forward as requested by council two meetings ago. The item was requested to be brought back with options and pricing. She continued with a brief power point presentation.

Council Member Rounds requested clarification on the yellow blinking side walk.

Director Kirrin noted that if the city would allow the flashing crosswalk to continue, it would break the flow of traffic per vehicle code. She noted there would not be a flash light

Council Member Rounds inquired whether there will be four (4) cross walks.

Director Kirrin noted that she would need to come back with the information. She noted she will need to look further into how the corners look.

Mayor Martin recessed the meeting at 6:14 p.m.

Mayor Martin reconvened the meeting at 6:16 pm

City Attorney stated that Council Member Zamora will need to recuse himself from voting on this item due to the proximity of the property to his residence.

It was moved by Councilmember Rounds, seconded by Council Member Rodriguez, to approve staff's recommendation, by the following vote: Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin. Nayes: None Absent: None Recused: Zamora

10. PRESENTATIONS

- a. <u>Proclaiming the Month of April 2023 as "Donate Life Month" (City Manager)</u>
- b. <u>Proclaiming the week of April 16-22, 2023 as "National Volunteer Week" in Santa</u> <u>Fe Springs (Community Services)</u>

11. PUBLIC COMMENTS

The following members of the public were present to make a comment: Lee Squire, Bruce Crow and Francis Carbajal.

12. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- Interim City Manager, Tom Hatcher spoke about the Brown Act training that was held on March 29th. He also expressed the importance it is for council to seek for grant opportunities. He noted that last week staff forwarded a grant application to Linda Sanchez for 6.6 million dollars and hope that the city will receive good news in 6-8 months for a part of Slauson Avenue Street improvement project to be funded. He recognized Maribel Garcia, Jack Wong and Robert Garcia for working together on this grant application.
- Director of Community Services, Maricela Balderas spoke about the following events: Chalk it Out, Community Garden Cleanup; Easter Eggstravaganza; Spring Fling Dance; Food & Film, SFS City Library Comics and Anime Festival.
- Finance Manager, Lana Dich spoke about March the Human Resources Department hosted a Summer Hiring expo. She also spoke about City manager and Human Resources staff attended the Santa Fe High School Career Fair.
- Fire Chief, Chad Van Meeteren spoke about the OES Preposition Deployment Returns; Urban Search & Rescue Preposition Deployment Returns; and noted Fire Rescue staff assisted citizens on their day off. Lastly, he spoke about Fire Rescue being awarded a 2 grants, first for \$46,285 and the second grant for \$389,575.
- Director of Police Services, Dino Torres provided a brief update on the Whittier Police Department and also spoke about the Active Shooter Seminar that was held on March 3, 2023.
- Assistant Director of Planning, Cuong Nguyen spoke about attending a Career, job and Resource Fair at Pioneer High School.
- Interim Director of Public Works, Yvette Kirrin provided a brief update on the CIP projects which included seven ongoing construction projects: Street Lighting Improvements; Facility Improvement at Municipal Service Yard Roof Replacement; Facility Improvement at Betty Wilson Center Roof Replacement; Street Improvements; Park Improvement at Los Nietos – Parking Lot Expansion; Park Improvement at Lakeview Park –Playground Improvements and Regional Project at Rosecrans and Marquardt. She also provided a Water Utility Update; this included replacing all water services line at shoemaker south of Los Nietos Road.

13. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were done.

14. COUNCIL COMMENTS

Council Member Rodriguez thanked all the veterans for attending the POW flag event. She also spoke about the Community Garden, recognized that this event is positive for the community. Thanked staff for the Chalk It Out event. Thanked Director Kirrin for today's meeting and requested to check on Houghton Avenue and Pioneer Boulevard since they are having problems requesting a stop sign. She also thanked staff, Tom, Dino, Michelle and Priscilla for touring LA Cada to see all the services the organization provides.

Council Member Rounds recognized the POW Flag ceremony, thanked veterans for their service and for attending today's event. He acknowledged public safety for their help. He also recognized Ruth Covington. Also, recognized all volunteers present at the meeting. He also recognized the Chalk It Up participants, acknowledged their work. Lastly, he reminded everyone to attend the Eater event that will take place at the Heritage Park.

Council Member Zamora recognized the event that took place today to raise the POW flag. He recognized all the veterans and also described how it can also can be difficult for veterans to move on to a normal life after serving in the war. He shared a personal story of a family member that was a veteran and what he went through. He also recognized firefighters for their service to the community. He spoke about a firefighter vehicle that can potentially be donated to Navajoa. Last, he reminded everyone about the Easter Event that was moved to Heritage Park.

Mayor Pro Tem Sarno spoke about PTSD and family members that are veterans and suffer of this. He thanked all staff for all their work. He also spoke about yesterday's Chamber of Commerce event, thanked Chamber CEO Kathie Fink. He also stated that there were a few vendors that attended yesterday's event and hope to have a few of them come to Santa Fe springs to place the city on the map. Last, spoke about the weeds that have grown on the side of the freeway.

Mayor Martin spoke about yesterday's chamber of commerce golf tournament event. Also thanked staff for renovating the parks. She also spoke about the Chalk It Out event, recognized the attendance. Also, recognized Manuel for the Community Garden. Last, spoke about helping the Sister City Navajoa.

15. ADJOURNMENT

Mayor Martin adjourned the meeting at 7:07 p.m.in memory of John Cowan.

Annette Rodriguez Mayor

ATTEST:

Janet Martinez City Clerk Date



CONSENT AGENDA

City Council Meeting

Department of Fire-Rescue, Medical Director - Award of Contract

RECOMMENDATION(S)

• Authorize the City Manager to enter into professional services agreement with Kevin Andruss, MD, FACEP, and award contract for the position of Medical Director for the Department of Fire-Rescue in the amount of \$36,000 per contract year.

BACKGROUND

The Department of Fire-Rescue provides Emergency Medical Services (EMS) to the community utilizing Emergency Medical Technicians (EMT) and Emergency Medical Technician-Paramedics (EMT-P). The Los Angeles County Department of Health Services (DHS) requires that all departments who have a Paramedic Program, must have on staff a Medical Director who is an Emergency Medicine Services Board-Certified Physician who will be designated to provide advice and coordinate the medical aspects of field care, provide oversight of all medications utilized by EMTs and paramedics including controlled medications, and oversee the provider's quality improvement process, as defined by the Los Angeles County's EMS Agency's policies and procedures. The current position is filled by Ronald Crowell, MD. Dr. Crowell is retiring as Medical Director after serving the City's EMS program for nearly 40 years.

The RFP is extensive and requires detailed responsibilities in program administration, general support services, and detailed responsibility of a Medical Director, which is required by DHS. The Medical Director position gives medical direction and supervision of patient care, audit and performs evaluation of patient care, and investigates any medical care issues. The Medical Director, along with the Department's Nurse Educator, instructs paramedics, presents lesson plans, observe their performance in the field, develops improvement plans, implements and trains on new medical policy, prepares records, and attends DHS meetings as a representative for the SFSFR. The Medical Director must maintain all of the required medical licenses and remain in good standing with the Los Angeles County Department of Health Services.

The Department of Fire-Rescue distributed an RFP on March 22, 2023. The RFP was advertised on Governmentjob.com, with the Clinical Associate Professor of Emergency Medicine at University of Southern California, and at the Keck School of Medicine. Throughout the RFP application period, SFSFR staff contacted medical agencies and various fire department medical directors in LA County to solicit proposal submittals. The proposal submittal deadline was April 14, 2023, and the Department of Fire-Rescue received 33 views and one proposal.

City of Santa Fe Springs



City Council Meeting

May 2, 2023

At the conclusion of the April 14th, 2023 deadline for submissions, the Department received one qualified proposal that was evaluated in five criteria areas:

- Quality and Responsiveness of the Proposal
- Qualifications of the Proposer including required certifications and licenses
- Background and experience of the Proposer
- References
- Cost of services

It is the request from the Department of Fire-Rescue to enter into a Professional Services Agreement with Kevin Andruss, MD, FACEP.

FISCAL IMPACT

Appropriate \$6,000 from the General Fund to pay for professional services for the remainder of the 2022/2023 fiscal year Department of Fire-Rescue budget.

Tom Hatch Interim City Manager

Attachment(s):

1: Department of Fire-Rescue Request for Proposal (RFP) – Medical Director

2: Response to Proposal – Kevin Andruss, MD, FACEP

3: Professional Services Agreement (Draft) – City of Santa Fe Springs Department of Fire-Rescue * Kevin Andruss, MD, FACEP

City of Santa Fe Springs

ITEM NO. 8C

City Council Meeting

CONSENT AGENDA

Amendment Number 1 to Agreement with Merchants Landscape Services, Inc. to Exercise One-Year Extension

RECOMMENDATION

- Approve Amendment Number 1 to exercise a one-year extension to the agreement with Merchants Landscape Services, Inc.; and
- Authorize the Mayor to execute Amendment Number One.

BACKGROUND

The City Council awarded a contract to Merchants Landscape Service, Inc. (Merchants) on July 9, 2020, to provide landscape maintenance services city-wide. The contract is for a three-year term with two one-year renewal options, for a total of up to five years. City staff has evaluated Merchants performance during the initial three-year term of the five-year contract, and recommends exercising the option for a one-year extension.

For the first of two one-year option renewals, Merchants requests a 3% increase due to an increase in labor costs, materials, and supplies. Staff recommends accepting Merchants' request for a 3% increase.

LEGAL REVIEW

The City Attorney's office has prepared Amendment No. 1 to the agreement.

FISCAL IMPACT

The Public Works Operations and Maintenance annual budget includes the cost of the landscape services contract, currently at \$899,792.16. The additional 3% increase is \$26,859.84 and brings the total to \$926,652.00. The Fiscal Year 2023/24 Budget will reflect this increase.

INFRASTRUCTURE IMPACT

The maintenance of the City's landscape and hardscape is vital to the residents' and businesses' safety, welfare, and overall quality of life. This service is also necessary to protect the City's assets, which include medians, parkways, and facilities.

Tom Hatch Interim City Manager

Attachments:

- 1. Amendment Number 1
- 2. Agreement with Merchants Landscape Services, Inc.

Yvette Kirrin Interim Director of Public Works Date of Report: April 27, 2023

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC.

This Amendment Number 1 ("Amendment") is made and entered into this 2nd day of May 2023, by and between the City of Santa Fe Springs ("City") and Merchants Landscape Services, Inc. ("Contractor").

WHEREAS, on August 1, 2020, the City and Contractor entered into an agreement for Contractor to provide landscape services to the City ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-year term with two oneyear extensions upon City Council approval; and

WHEREAS, the parties desire to exercise the first one-year extension and amend the compensation for the extended term.

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

1. Pursuant to Section 1 of the Agreement, the term of the Agreement is extended through July 31, 2024.

2. Section 5(A) and Exhibit B of the Agreement are amended to reflect a threepercent increase in all fees and an annual compensation amount of \$926,652.00.

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

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

CITY OF SANTA FE SPRINGS

MERCHANTS LANDSCAPE SERVICES, INC.

Juanita Martin, Mayor Date: _____

ATTEST:

Mark Brower, President
Date: _____

MERCHANTS LANDSCAPE SERVICES, INC.

Janet Martinez, City Clerk

Donna Brower, Secretary
Date:

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

CITY OF SANTA FE SPRINGS LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC.

This Landscape Maintenance Services Agreement ("Agreement") is made and effective as of the 1st of August, 2020 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Merchants Landscape Services, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. <u>TERM</u>

This Agreement shall commence on August 1, 2020, and shall remain and continue in effect for a period of three years, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option to extend the term for two additional one-year periods upon City Council approval.

2. <u>SERVICES</u>

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

3. PERFORMANCE

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

4. <u>CITY MANAGEMENT</u>

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

5. <u>PAYMENT</u>

- A. The City agrees to pay Contractor for Services satisfactorily performed the monthly amount of \$74,982.68 (\$899,792.16 per year) for the Agreement term, in accordance with the fees set forth in Exhibit B.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Contractor shall be compensated for any additional

services in the amounts and in the manner as agreed to in writing by the City and Contractor at the time the City's written authorization is given to Contractor for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONTRACTOR

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

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Contractor shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

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

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

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Contractor is named in such Action, and upon demand by the City, Contractor shall defend the City at Contractor's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense. C. Payment by the City for Services is not a condition precedent to enforcement of this section. Contractor's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Contractor and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Contractor will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

against the amount of any fees due to Contractor under this Agreement as a result of Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Director of Public Works
To Contractor:	Mark Brower, President Merchant Landscape Services 1510 S. Lyon Street Santa Ana, CA 92705

17. ASSIGNMENT

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

18. <u>LICENSES</u>

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

19. <u>GOVERNING LAW</u>

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

20. ENTIRE AGREEMENT

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

21. <u>AMENDMENTS</u>

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. <u>WAIVER</u>

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

25. <u>SEVERABILITY</u>

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

26. <u>COUNTERPARTS</u>

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

CITY OF SANTA FE SPRINGS

William K. Rounds, Mayor

Date:

CONTRACTOR

Mark Brower, President

Date: July 17, 2020

ATTEST

Janet Martinez, City Clerk

CONTRACTOR

Donna Brower Name: Secretary Title: July 17, 2020 Date:

APPROVED AS TO FORM:

Ivy M. Tsai. City Attorney

Atta	chm	ents:
	••••••	

Exhibit A Request for Proposals Exhibit B Contractor's Proposal Exhibit C Insurance Requirements

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 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.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

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

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

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

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 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.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications

to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

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

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

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

Pass through clause. Contractor agrees to ensure that its subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the Services will be submitted to the City review.

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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.
City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Local Return Funds – Approve the Allocation of Local Transit Return Funds to the Residential Street Improvements Slurry Seal 2022, and Residential Street Improvements South of Florence Avenue (Triangle), and Longworth Avenue (Orr & Day Road to Harvest Avenue)

RECOMMENDATION

- Approve the allocation of Measure R and Prop C Local Transit Return Funds in the amount of \$297,300 to the Utility User Tax (UUT) Capital Improvement fund for Residential Street Improvements Slurry Seal 2022 project (PW220008); and
- Approve the allocation of Measure M Local Transit Return Funds in the amount of \$258,900 to the Utility User Tax (UUT) Capital Improvement fund Residential Street Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Ave) (PW220002).

BACKGROUND

Measure R is a sales tax measure approved by the Los Angeles County voters to finance a countywide transit development in local transportation revenue. Funds can be used to benefit public transit including congestion management programs, bikeways and bike lanes, street improvements supporting public transit service, and pavement management system projects.

Measure M is an ongoing, sustained revenue stream for funding transportation improvements. The measure will keep the transit and highway system safety, and keep the transportation system in good working conditions.

Prop C is a sales tax measure approved by the Los Angeles County voters in 1990 to finance a countywide transit development in local transportation revenue. The funds can be used to benefit public transit including bikeways, bike lanes, and street improvements.

According to the information provided by the Los Angeles County Metropolitan Transportation Authority (METRO), the City of Santa Fe Springs has an approximate balance of: \$183,400 of Measure R, \$113,900 of Prop C, and \$258,900 of Measure M Local Return Funds to use for transportation projects.

City staff determined the two projects meet the funding requirement and is requesting approval to allocate a portion of Local Transit Return Funds to two Capital Improvement Projects. The proposed allocation of a portion of Local Return Funds will replace the Utility User Tax (UUT) Capital Improvement fund for the Residential Street Improvements Slurry Seal 2022 (PW220008), and Residential Street Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) (PW220002).

FISCAL IMPACT

Allocating Local Transit Return Funds in the amount of \$556,200 to fund two current CIP projects will reduce the amount of UUT dollars required from the CIP fund for the two projects as follows:

Residential Street Improvements Slurry Seal 2022

	Total:	\$ 297,300
 b. Prop C Local Return Funds 		\$ 113,900
a. Measure R Local Return Funds		\$ 183,400

The \$297,300 represents the amount that will be returned to the Utility User Tax (UUT) Capital Improvement fund for the Residential Street Improvements Slurry Seal 2022 project (PW220008); and

Residential Street Improvements South of Florence Avenue

a. Measure M Local Return Funds

 \$
 258,900

 Total:
 \$
 258,900

The \$258,900 represents the amount returned to the Utility User Tax (UUT) Capital Improvement Fund for Residential Street Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) project (PW220002).

om Hatth

Tom Hatch Interim City Manager

<u>Attachments:</u> None

City of Santa Fe Springs



May 2, 2023

CONSENT AGENDA

<u>Rosecrans/Marquardt Avenues Grade Separation Project - Cooperative and Funding</u> <u>Agreement Amendment No. 1</u>

RECOMMENDATION

 Authorize the Mayor to sign a Cooperative Amendment No. 1 in final form reviewed and approved by the City Attorney to the Funding Agreement for the Rosecrans/Marquardt Grade Separation Project between the Los Angeles County Metropolitan Transportation Authority and the City of Santa Fe Springs.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) has taken the lead on a project to grade separate Rosecrans Avenue, Marquardt Avenue, and the Burlington North Santa Fe (BNSF) Railway in the City of Santa Fe Springs. At the December 10, 2016 meeting, the City Council endorsed the design alternative to construct an Offset Overpass that realigns Rosecrans Avenue to the south over the Burlington North Santa Fe (BNSF) railroad tracks in the City of Santa Fe Springs.

Pursuant to the project's funding requirements, Staff nominated the Rosecrans/Marquardt Avenues Grade Separation Project ("Project") for the California Public Utilities Commission (CPUC) Section 190 Grade Separation Program Priority List. The CPUC subsequently ranked the Project as the Number 1 priority grade separation project in the state of California for Fiscal Years 2016-17 and 2017-18.

At the March 22, 2018 meeting, the City Council adopted Resolution No. 9571 authorizing filing an application to Caltrans for allocation of \$15 million of Section 190 Grade Separation Funds for the Project. Metro's current project cost estimate for the Project is \$155 million.

The Section 190 funds will be contributed to the project through a Cooperative and Funding Agreement (Agreement) with Metro. The City will not pay in advance for project costs with City funds. Metro will pay for project costs and request reimbursement from Caltrans through the City's requisition and reimbursement process.

The Agreement identifies the roles and responsibilities of Metro and the City in the design of the project, including review and approval of the Plans and Specifications for the project. The City will assist Metro by providing engineering, technical, analytical and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works, inspection, fire/life safety, police protection and other areas deemed necessary by the City and Metro to successfully implement the construction of the project.

City staff requests Councils approval of the Cooperative and Funding Agreement Amendment No. 1 allowing the City to contract flagging services upon request and as determined by Metro, for an amount not to exceed \$1,000,000 for this project. Metro will reimburse costs for flagging services.

LEGAL REVIEW

The City Attorney has reviewed the Cooperative and Funding Agreement Amendment No. 1 for the Rosecrans/Marquardt Grade Separation Project by and between the Los Angeles County Transportation Authority and the City of Santa Fe Springs.

FISCAL IMPACT

Metro will reimburse the City up to \$1,000,000 to provide flagging services support costs. Costs that exceed this amount may be reimbursed with written justification by the City and approval by Metro.

INFRASTRUCTURE IMPACT

The proposed Rosecrans/Marquardt Grade Separation Project will improve safety by separating pedestrians and vehicles from trains at the railroad crossing. The Project will also enhance mobility and quality of life for the community.

Tom Hatch Interim City Manager

Attachments:

- 1. Cooperative Agreement
- 2. Amendment No. 1





213.922.2000 Tel metro.net



July 13, 2018

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

SUBJECT: Cooperative and Funding Agreement Rosecrans/Marquardt Grade Separation Project

Dear Noe:

Enclosed please find the fully executed set of agreements for your records

For further information or additional questions regarding this item, please do not hesitate to contact me at (213) 418-3219.

Best regards, Y

Dar Mahgerefth Director, Engineering Los Angeles County Metropolitan Transportation Authority

Attachment – Cooperative and Funding Agreement Rosecrans/Marquardt Grade Separation Project

COOPERATIVE AND FUNDING AGREEMENT

FOR

THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT

BY AND BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF SANTA FE SPRINGS

Dated JU14 13, 2018

	RECITALS	5
ARTICLE 1 1.1 1.2 1.3 1.4 1.5	GENERAL PROVISIONS Scope of Agreement Duration of Agreement Conditions Precedent Definitions Representatives	7 7 8 8 8 14
ARTICLE 2 2.1 2.2 2.3	DESIGN Coordination Of Design Coordination Design of Rearrangements Performed by LACMTA, Its Consultants and Contractors	16 16 16 17
2.4 2.5 2.6 2.7 2.8 2.9 2.10 2.11 2.12	Design of Rearrangements Performed by the City City Review and Approval of Significant Changes Betterments General Design Criteria Changes in Approved Plans Specific Design Requirements for Rearrangements Construction Staging Plans Assistance by the City City Review of Any Project Design Submittals	18 19 20 20 20 22 23 24
2.13 2.14	NOT USED Relocation of City Utilities and Private Utilities	26
ARTICLE 3 3.1 3.2 3.3 3.4 3.5 3.6 3.7 3.8 3.9 3.10 3.11 3.12 3.13 3.14	PERMITS, CONSTRUCTION, AND PROPERTY RIGHTS Community Notifications Permits Waiver of Permit Fees Permit Process Conditions Work in City Streets and City Property Temporary and Permanent Street Closures State and Federal Requirements Grant of Rights Replacement Rights-of-Ways City Licenses within the Project Right of Way Owned by LACMTA Temporary LACMTA Facilities Temporary City Facilities Night, Weekend, Early Hours, and Holiday Construction Activities Omitted	27 27 27 31 31 32 32 35 35 34 34
ARTICLE 4 4.1 4.2 4.3 4.4 4.5	EFFECTING REARRANGEMENTS LACMTA Construction of Rearrangements City Construction of Rearrangements Maintenance "As-Built" Drawings City Activities	34 35 35 35 35 37

ARTICLE 5	CITY CONSTRUCTION SUPPORT SERVICES, INSPECTION AND ASSISTANCE	37
5.1	Construction Support and Services	37
5.2	Inspection and Acceptance by City	38
5.3	Reproducible Contract Documents	39
ARTICLE 6	PROJECT WORK BY THE CITY	39
6.1	Standards	39
6.2	Work Order for Design	40
6.3	Design	40
6.4	Procurement	40
6.5	Construction by Contractor	40
6.6	Construction by City Forces	41 41
6.7	Inspection	41 41
6.8	Reports and Invoices	41 41
6.9	Requirements	41
ARTICLE 7	PROJECT CLOSEOUT AND TRANSFER TO CITY	42
7.1	Project Closeout	42
7.2	Excess Property	42
7.3	Transfer of Completed Project to City	43
ARTICLE 8	REIMBURSEMENTS TO THE CITY	43
8.1	Reimbursements to the City	43
8.2	Reimbursements for Abandoned Facility	44
ARTICLE 9	REIMBURSEMENTS AND CREDITS TO LACMTA	44
9.1	Survey & Review of Records	44
9.2	Salvage	44
ARTICLE 10	INDEMNITY, WARRANTIES AND INSURANCE	45
10.1	Indemnity	45
10.2	Warranties and Insurance	45
ARTICLE 11	CITY FUNDING OBLIGATIONS	47
11.1	City Funding	
11.2	LACMTA Contingency	
ARTICLE 12	WORK PLANS, DEADLINES & DELAYS, INVOICES & OVERTIME	48
	PROCEDURES FOR WORK ORDERS, AUDIT & INSPECTION	
12.1	Work Performed by the City	48
12.2	Intentionally Omitted	48
12.3	Deadlines and Delays	48
12.4	Invoices & Overtime Procedures for Work Orders	49
12.5	Audit and Inspection	50
ARTICLE 13	RESOLUTION OF DISPUTES	50
13.1	Attempt to Resolve	50
13.2	Dispute Resolution	50
13.3	Prevailing Party	50
13.4	Implementation	51

13.5	Cooperation	51
13.6	Incorporation of Subcontracts	52
	•	
ARTICLE 14	FEDERAL AND OTHER REQUIREMENTS	52
14.1	Audit and Inspection	52
14.2	Interest of Members of Congress	53
14.3	Prohibited Interests	53
14.4	Equal Employment Opportunity	53
14.5	Small Business Enterprise	53
14.6	Prior Approval	53
14.7	Non-Discrimination	54
ARTICLE 15	MISCELLANEOUS PROVISIONS	54
15.1	Approvals; Further Documents and Actions	54
15.2	Notices	54
15.3	Assignment; Binding Effect	56
15.4	Waiver	56
15.5	Amendment; Entire Agreement; Modification	56
15.6	Elements of Essence	56
15.7	Legal Rights	57
15.8	Bonds/ Fees	57
15.9	Severability	57
15.10	Gender and Tense	58
15.11	Headings	57
15.12	Incorporation of Exhibits	57
15.13	Counterpart Originals	57
15.14	Force Majeure	58
15.15	Construction	59
15.16	Benefit: Third Party Beneficiaries	59
15.17	Survival	59
15.18	Entire Agreement	59
15.19	Funding Sources	59
15.20	Community Commitments	59
15.21	Authority of Parties	59
		59
EXHIBIT A	Rosecrans/ Marquardt Project Location Map	61

COOPERATIVE AND FUNDING AGREEMENT FOR THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT

BY AND BETWEEN THE CITY OF SANTA FE SPRINGS AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

THIS COOPERATIVE AND FUNDING AGREEMENT FOR THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT ("Agreement") dated <u>3</u>, 2018 is made by and between the City of Santa Fe Springs, a California municipal corporation in the State of California (the "City"), and the Los Angeles County Metropolitan Transportation Authority, a local public entity in the State of California ("LACMTA"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement.

RECITALS

- A. LACMTA is a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State Legislature for the purpose of design, construction, and operation of rail and bus transit systems and facilities in Los Angeles and the public entity responsible for transportation planning and programming in Los Angeles County.
- B. In collaboration with several southern California agencies and with a combination of funds and funding sources including, but not limited to, Measure R, Proposition 1A through the California High Speed Rail Authority ("CHSRA"), Burlington Northern Santa Fe (BNSF) Railway ("BNSF"), CPUC Section 190 program through City, Transportation Investment Generating Economic Recovery (TIGER) funds, and California Department of Transportation Division of Rail ("Caltrans") (collectively, the "Funding Entities") LACMTA proposes to oversee and manage the design and construction of facilities necessary and convenient for the grade separation of the intersection of Rosecrans Avenue and Marquardt Avenue and the BNSF owned railroad corridor located in City and more particularly described below (the "Project") with the understanding that the Project is not part of the LACMTA system.
- C. The Project will include the construction of certain improvements (the "Overpass") to grade separate Rosecrans Avenue, Marquardt Avenue, and the BNSF owned railroad corridor in the City of Santa Fe Springs. The goals of the Project include the following:
 (1) Improve safety by separating vehicular and pedestrian traffic from rail traffic to

alleviate the current and potential impacts at the railroad crossing; (2) Enhance mobility and quality of life for the community; and (3) Minimize disruption to residents, businesses, and the community during construction by designing and building an elevated overpass for Rosecrans Avenue. The Project is located at milepost 157.8 on the BNSF San Bernardino Subdivision and BNSF owns and operates the railroad corridor that crosses through City as more particularly described in Exhibit A.

The existing Rosecrans Avenue, Marquardt Avenue grade crossing, U.S. D.O.T. No. 027656A, C.P.U.C. Crossing No. 002-157.80, will be closed permanently and removed upon completion of construction and installation of the Grade Separation.

- D. The City is a California municipal government created pursuant to the California State Constitution for many purposes including, but not limited to, the design, construction and operation of transportation facilities in the City. The City intends, by this Agreement, to facilitate the implementation of the Project, and the design and construction of all Project facilities located within the City or otherwise subject to its jurisdiction, including possible rearrangement of some portions of City Facilities.
- E. BNSF, City and LACMTA will concurrently herewith enter into that certain Rosecrans Marguardt Grade Separation Construction and Maintenance Agreement (the "C&M Agreement"), which describes each party's roles and responsibilities in the design, construction and implementation of the Project and the City's operation and maintenance obligations with respect to the Overpass; as a result, the Parties acknowledge and agree that the C&M Agreement governs the subject matter thereof, and this Agreement is intended solely to authorize LACMTA to acquire property and design and construct the Project on behalf of the City, and to govern certain funding obligations of the City (to the extent the City receives CPUC Section 190 funds from the State of California) with respect to the Project, and to address certain matters relating to cooperation between LACMTA and the City with respect to the Project. Therefore, City's and LACMTA's requirements with respect to the design and construction of the Project, City rights with respect to review and approval of the design of the Project, inspection of the construction of the Project, and ongoing maintenance and repair obligations of the City with respect to the completed Project, among other things, are set forth in the C&M Agreement and not in this Agreement.
- F. The construction of the Project may require the Rearrangement of all or portions of certain City Facilities. City and LACMTA desire to cooperate so that such Rearrangements are consistent with City requirements and facilitate the construction of the Project. City acknowledges that it has rights of review and approval of the Plans and Specifications for the Project pursuant to, and subject to the terms and conditions of, the C&M Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby

Rosecrans/Marquardt Grade Separation _____ 2018

6

acknowledged, City and LACMTA agree to the terms and conditions of this Agreement, as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Scope of Agreement

This Agreement specifies certain procedures that LACMTA and City will follow in identifying, planning, designing and effecting the Project in the City, including (a) the Rearrangements of City Facilities and other impacts of the Project in order for LACMTA to design and construct the Project within the City, (b) the manner in which both LACMTA and City will cooperate and coordinate with the other in activities covered by this Agreement and any supplemental agreements hereto, and (c) the Citv's funding obligations with respect to the Project (to the extent of CPUC Section 190 Funds). Further, City agrees to assist LACMTA by providing engineering. technical. analytical, and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and LACMTA to successfully implement construction of the Project within the terms provided herein. LACMTA agrees to secure all required permits and approvals, and make all arrangements for the relocation and/or installation of all facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction of the Project. Finally, City agrees to designate the Project as comprising a high priority public works project under the City, and to provide LACMTA with expedited review and approval procedures in connection with design, permitting, and other project services to be exercised by the City with respect to the portions of the Project within the City Right-of-Way or Conflicting Facilities.

The terms and conditions of this Agreement shall not negate or otherwise modify the terms and conditions of any existing easements, licenses or other use and/or occupancy agreements between City and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law.

1.2 Duration of Agreement

The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue in effect until the completion of each Party's obligations hereunder. The Parties shall have no right to terminate this Agreement prior to the completion of their respective duties and responsibilities hereunder except in connection with a termination of the C&M Agreement in accordance with the terms

thereof. If either Party fails to perform its obligations hereunder for the term of this Agreement, the other Party shall have all of its rights and remedies under law or in equity. Neither the termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

1.3 Conditions Precedent

It shall be a condition precedent to the obligations of LACMTA and its performance hereunder that LACMTA has received the necessary appropriations, subsidies, grants, payments and/or contractual commitments from the Funding Entities necessary for it to perform such obligations under this Agreement.

1.4 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.4.1 <u>Abandonment</u> is defined as the permanent termination of service or removal of an existing City Facility or portion thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely permit such City Facility to remain in place in accordance with applicable Law and/or City Standards.

1.4.2 <u>Betterment(s)</u> means (i) any upgrading of the facility in the course of a Rearrangement that is not incorporated into the Design as defined in Section 1.4.11 and as more thoroughly described in Article 4 of this Agreement, attributable to the Construction of the Project and is made solely for the benefit of and at the election of the City, including an increase in the capacity, capability, efficiency or function of a Conflicting Facility over that which was provided by the corresponding Conflicting Facility; or (ii) any enhancement or upgrade to the Project from the requirements set forth in the Approved Plans that City requests. Betterments shall be entirely financed at the expense of City, subject to the provisions herein regarding reimbursement to the City from the Project budget. LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project. Notwithstanding the foregoing, none of the following shall be considered Betterments:

(a) An upgrade, to which the Parties mutually agree, is necessary for the Construction, operation or maintenance of the Project;

8

(b) An upgrade required by applicable Law;

(c) Measures to mitigate environmental or other impacts of the Project arising from the construction or operation or maintenance of the Project, including measures identified in the Project's Environmental Assessment (EA) or any supplemental or addenda environmental reports or any kind ("Environmental Documents"), and also including any other measures agreed to by LACMTA as appropriate for the construction or operation or maintenance of the Project, regardless of whether they are identified in the Environmental Documents;

(d) Replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase);

(e) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or

(f) Any upgrade required by applicable City Standards.

1.4.3 <u>City</u> is defined as the City of Santa Fe Springs, California, including, but not limited to, City Council members, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.4 City Facility is defined as any real or personal property located within or immediately adjacent to the Right-of-Way or other locations that is owned or under the exclusive operation of City and that impact the functionality of the system. City Facility includes, but is not limited to, structures, improvements, and other properties, which are under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, parkways, curbs, curb ramps, sidewalks, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, water distribution systems, utilities, street poles, street lights, signals, signs, markers, water lines, survey monuments, parking lots, parking spaces, parks, public landscaping and devices, lighting equipment, fiber optic and other control trees . traffic telecommunication or related facilities, fire hydrant and fire suppression systems and all other City owned or operated sub-structures of any kind.

1.4.5 <u>City Representative</u> is defined as the person designated by the City Manager to represent the City and shall manage and coordinate interactions between the City and LACMTA and who has the power to conduct meetings and reviews and approves actions, as required by this Agreement, on behalf of the City.

1.4.6 <u>City Right-of-Way</u> is defined as public streets and public easements as per applicable legal documents owned by the City, whether title is held in fee, easement, right-of way, or otherwise authorized by law.

Rosecrans/Marquardt Grade Separation

- 9

1.4.7 <u>City Standards</u> is defined as the City's published rules, codes and ordinances in effect on the effective date of this Agreement that affect the design and construction of the Project, including but not limited to the provisions of Section 2.1 below and:

(a) The Standard Specifications for Public Works Construction (SSPWC);

(b) The Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments;

(c) The California Manual on Uniform Traffic Control Devices (MUTCD) and the American National Standard Practice for Roadway Lighting, ANSI/IESNA RP8-2000;

(d) The latest Caltrans Standard Plans and Standard Specifications and all applicable Caltrans directives;

(e) Applicable Caltrans Traffic Operations Policy Directives;

(f) Caltrans Highway Design Manual;

(g) City of Santa Fe Springs Standard Plans; and

(h) BNSF's Standard Plans & Requirements (to the extent applicable pursuant to the C&M Agreement).

1.4.8 <u>Conflicting Facility</u> is defined as an existing City Facility which City and LACMTA determine is so situated within or immediately adjacent to the Right-of-Way as to require Rearrangement in order to construct, operate or maintain the Project without adversely impacting the access, use and maintenance of that City Facility.

1.4.9 <u>Construction</u> is defined as work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, support or relocation, of all new and existing facilities to be constructed, systems, and equipment to be procured and installed that are necessary to build, operate and maintain the Project.

1.4.10 <u>Days</u> is defined as calendar business days unless specified otherwise in this Agreement.

1.4.11 <u>Design</u> is defined as the engineering and architectural, and other design work and the resulting maps, plans, drawings, computer software, estimates, specifications, special provisions, calculations, computer software and estimates related to the design of the Replacement Facilities, which are necessary for the Construction of the Project.

1.4.12 <u>Design Review</u> is defined as the process of evaluation of Design documents, plans and specifications by the City and LACMTA that are developed by consultants which are necessary for the construction of Betterments, a Replacement Facility or portions of the Project within City Right-of-Way.

Design Reviews shall be conducted at the following Plan Specifications & Engineering (PS&E) critical milestones:

(i) 65% PS&E Design (65% complete); (ii) 90% PS&E Design (90% complete); and

(iii) 100% Final Design (100% complete and issued for Construction).

City may be asked by LACMTA from time to time to review Advanced Partial Design Submittals. City shall make all pertinent comments to the Design documents at the critical milestones and verify the Final Design.

Construction of Replacement Facilities shall not begin until the City verifies the Final Design submittal for such applicable Rearrangement work within City Right-of-Way or with respect to Replacement Facilities. City has made all pertinent comments to the Design documents at the Initial Design and Pre-Final Design stages and will verify at the Final Design stage that such comments have been satisfactorily addressed by LACMTA.

1.4.13 <u>Design Freeze</u> is the date and stage of Design when Design is frozen for the purpose of procuring the contractor who will construct the Project (which is the date on which the 65% PS&E Design was completed). The 65% PS&E Design has been completed prior to the date hereof and such 65% PS&E Design has reflected all current applicable City ordinances and laws, and has incorporated all City comments on such Design. All standards, laws or applicable criteria by the City or other local jurisdiction shall be frozen at the Design Freeze date so that the Design does not need to comply with any subsequent changes in such standards, laws or criteria.

1.4.14 Dispute has the meaning set forth in Article 13.

1.4.15 <u>Effective Date</u> is defined as the date on which this Agreement has been fully executed on behalf of both LACMTA and City, after having been approved by the City Council of the City and the Board of Directors of LACMTA.

1.4.16 <u>Facility</u> is defined as real or personal property now or in the future to be located within the City Right-of-Way of the Project for the purpose of providing service to the public, including but not limited to, public streets, highways, bridges and alleys, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, easements, recreational facilities, and any equipment, apparatus and/or structure and substructures appurtenant thereto or

11

associated therewith.

1.4.17 <u>General Contract</u> is defined as the general contract between LACMTA and LACMTA's general contractor with respect to the Construction of the Project.

1.4.16 <u>Governmental Authority</u> is defined as any government or political subdivision, whether federal, state, or local, or any agency or instrumentality of any such government or political subdivision, or any federal, state, or local court or arbitrator, other than City and/or LACMTA.

1.4.17 <u>LACMTA</u> is defined as a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State including but not limited to, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.18 <u>LACMTA Representative</u> is defined as the person designated by the Chief Executive Officer for LACMTA, or his/her representative who has been authorized in writing by the Chief Executive Officer, to conduct meetings, execute work orders, and reviews and approves actions, as required by this Agreement.

1.4.19 <u>Laws</u> is defined as any law, rule, regulation, ordinance, statute, code or other requirement of City, LACMTA, or any Governmental Authority.

1.4.20 <u>Parties</u> is defined as LACMTA and City, collectively, and a "<u>Party</u>" is defined as LACMTA or City, individually.

1.4.21 Project has the meaning set forth in Recital C.

1.4.22 <u>Rearrangement</u> is defined as the removal, replacement, encasement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which LACMTA and City determine must be rearranged in order to construct or maintain the Project.

1.4.23 <u>Replacement Facility</u> is defined as a facility, which, if determined by City to be necessary, shall be constructed as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.

1.4.24 <u>Right-of-Entry (ROE)</u> is defined as the process through which the City will grant LACMTA and its contractors the right to enter the City's right of way areas required to construct, operate and maintain the Facilities and systems that comprise the Project.

1.4.25 <u>Street Lighting System</u> is defined as a complete lighting system to illuminate City, bus and rail right-of-way, including, but not limited to, public roadways, detour roadways, parkways, alleys, sidewalks, detour sidewalks, bridges, underpasses, overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, power service points and other related equipment.

1.4.26 <u>Substantial Completion</u> is defined as the point at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public.

1.4.27 <u>Substantial Completion Effective Date</u> is defined as the date at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public, regardless of the length of the Punch List or the existence of incomplete items.

1.4.28 <u>Temporary Facility</u> is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the Construction of the Project, but which will be removed or restored to its original condition after such Construction activities are completed.

1.4.29 <u>Traffic Management Plan</u> is defined as a plan that addresses traffic control requirements in Construction areas through a Temporary Traffic Control Plan ("**TTCP**"), and along detour routes through a Construction Detour Plan ("**CDP**"). A TTCP is a site-specific design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a CDP addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, advanced warning signs, warning lights changeable message signs ("**CMS**") or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and shall be consistent with the requirements of the General Contract. The Traffic Management Plan will be submitted to City and LACMTA for their review and approval.

1.4.30 <u>Work Order</u> is defined as that document which LACMTA issues to City authorizing City to perform a defined scope of work and services with respect to the Design and/or Construction of the Project or a Rearrangement to be funded by LACMTA under the terms and conditions of this Agreement.

1.4.31 Punch List means an itemized list of construction work or components

13

thereof which remains to be completed after the issuance of a notice of substantial completion. The Punch List items will include incomplete items, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the Replacement Facility.

1.5 Representatives

1.5.1 <u>City Representatives</u>. For the Project, the City's designated representative is the Director of Public Works. The City Representative shall assist LACMTA in the delivery of the Project and each designated component thereof in a timely manner. The City Representative will have the responsibility to:

- (i) Manage and coordinate interaction of City with LACMTA,
- (ii) Undertake reviews and make final decisions and approvals as required by this Agreement.
- (iii) Coordinate among the City departments and other constituent entities as necessary for the City Representative to make the designated decision or approval.

The City may change its designated City Representative by providing ten (10) Days prior written notification to LACMTA; provided, however, that any such change in a City Representative shall not relieve City of timely meeting its obligations under this Agreement. LACMTA shall have the right to request the City Representative to be replaced if it is reasonably determined by LACMTA that performance of such individual is unsatisfactory and/or adverse to the timely completion of the design and construction of the Project.

1.5.2 LACMTA Representative. The Project Manager for LACMTA shall designate a person, or the holder of a specified office or position, to act as LACMTA's Representative. LACMTA's Representative will have the responsibility to manage and coordinate LACMTA's interaction with the City, and to produce the necessary Design and Construction documents for City review and/or approval, and make approvals as required by this Agreement, LACMTA may change its designated LACMTA Representative by providing ten (10) Days prior written notification to the City. However, that any such change in a LACMTA Representative shall not relieve LACMTA of timely meeting its obligations under this Agreement. LACMTA's Representative shall have the full and requisite authority to make final decisions with respect to approvals and/or disapprovals of the specified subject matter. LACMTA's Representative shall assist the City as appropriate and whenever necessary so that the City can carry out its obligations under this Agreement. Among other things, LACMTA's Representative will have the responsibility (i) to manage and coordinate the work of its design and/or construction consultants and contractors; (ii) to manage and coordinate interaction of authority with the City, (iii) to produce the necessary work documents and reports required by this Agreement, (iv) to undertake

reviews and make final decisions and approvals as required by this Agreement or the C&M Agreement and (v) to coordinate among the applicable LACMTA representatives and contractors or other entities as necessary for the LACMTA Representative to make the designated decision or approval.

ARTICLE 2 DESIGN

2.1 Coordination of Design; Mitigation

LACMTA is responsible to coordinate all designs of the Project with the City and those community groups that are affected by the Project. LACMTA is responsible to work with the communities neighboring the Project to seek consensus of these design elements impacting the traffic circulation, safety, appearance, and quality of life. These design elements include but are not limited to architecture, aesthetic quality of the stations, noise and vibration controls, lighting and sound walls in accordance with the approved environmental documents. LACMTA is responsible for collaborating with City to determine proper and effective mitigation measures to address community concerns.

2.2 Coordination

LACMTA Representative and the City Representatives shall work in good faith pursuant to the established guidelines and procedures set forth herein with respect to Design Review and coordination of Construction, right-of-entry, right-of-way acquisition and Rearrangement of City Facilities pursuant to this Agreement in order to permit the timely design, construction and operation of the Project. All such guidelines and procedures shall be considered part of this Agreement. LACMTA shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with LACMTA's Construction schedule for the Project, as mutually agreed upon by LACMTA and the City. The City Representative(s) shall attend regularly scheduled coordination meetings to stay apprised of the Project schedule and activities within the City. City shall also attend and participate in the Project regular technical, traffic management, preconstruction meeting, and various other project meetings to brief CITY Council on the status of the Project to solicit input, and to provide a forum to discuss and resolve project and local agency issues.

2.2.1 LACMTA shall schedule its construction activities to cause the least amount of disruption to City services. As set forth herein, City consents to schedule an interruption of service, deemed necessary by LACMTA; however, LACMTA shall provide prior notice before City services are interrupted. LACMTA will notify affected parties, including residents and businesses, in advance of scheduled interruptions and will cooperate with City to minimize interruption of City service and resulting disruptions. Where City determines that Temporary Facilities are reasonably necessary and appropriate and provides LACMTA with at least 14 Days prior written notice to provide the same, LACMTA shall provide such Temporary Facilities; provided, however, that LACMTA deems such request reasonable and necessary.

2.2.2 City recognizes that time is of the essence for the Project, and the designated City Representative shall submit consolidated comments on Design Submittals to LACMTA within the time periods required and shall identify any aspects of the identified segments that do not conform to applicable City Standards, based on the information provided; however, in the event the Final Design Submittals are incomplete, the City has the right to reject said submission. City shall notify LACMTA at the earliest opportunity that said submittals are incomplete. Construction components identified by City, which do not conform to City Standards, Requirements, or Ordinances shall not be constructed. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.2.3 Each Design submittal shall include AutoCAD design drawings, project specifications, supporting data, reports and such information as needed to advance to the next stage of design. No more than six (6) Design submittals consisting of a reasonable number of sheets shall be scheduled for review and approval by the City at one time unless otherwise agreed upon. The determination of what constitutes a reasonable number of sheets will be agreed upon by the parties through their respective representatives in advance of each stage of design.

2.2.4 The Parties recognize that City approval of Final Design submittals might result in Design or Construction of City facilities that are non-conforming to applicable City Standards subject to the Design Freeze. LACMTA shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) they are requested by the City in order to conform that Facility to applicable City Standards or (ii) correction is necessary to prevent public health and/or safety risk.

2.3 Design of Rearrangements Performed by LACMTA, its Consultants and Contractors

Unless otherwise mutually agreed, LACMTA (or its consultants and/or contractors) shall Design all Rearrangements, including Betterments thereto. For the Design of any specific Rearrangements, which will be performed by LACMTA (or its consultants and/or contractors), LACMTA shall issue plans or necessary documents for City to review plans and specifications as required, and the following procedures shall govern.

2.3.1 Coordination of Design and the development of the Design plans and specifications shall be the responsibility of LACMTA Representative (who shall confer from

time to time with the City Representative), except to the extent that such responsibility has been delegated to LACMTA's consultants and/or contractors in accordance with this Agreement, then LACMTA shall ensure that its consultants and/or contractors are diligently coordinating the Design with the City.

2.3.2 Development of Design, Performance Specifications and Technical Provisions - LACMTA and its consultants will undertake the preparation of a set of technical drawings and technical specifications.

2.3.3 Design plans of Rearrangements performed by LACMTA, its consultants or Contractor shall be prepared in AutoCAD.

2.3.4 The Parties will work in good faith through their designated representatives to develop and finalize a mutually agreeable schedule and electronic format for submittal and approval of plans and specifications for any Rearrangement of City Facilities required in connection with the Project, provided that such schedule for submittal and approval by City shall be consistent with the process for design review and approval under Section 2.12.

2.3.5 LACMTA's engineering consultants, and its contractors, are responsible for errors and omissions in the plans, specifications, submittals, and all other related contract documents. Subject to the approval standards below, the City shall have the right to approve or disapprove the Final Design Documents, but expressly agrees and acknowledges that during the Final Design stage at 100%, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by City and LACMTA; however, this limitation shall not apply in circumstances where earlier submittals were incomplete or otherwise did not disclose sufficient information to disclose conflicts, noncompliance with City Standards or applicable Law, City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and LACMTA, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. City shall have the right to make new comments on any material changes in Design from previous submittals.

2.4 Design of Rearrangements Performed by the City

If LACMTA and City mutually agree that the City (or its consultants and/or contractors) shall Design a specific Rearrangement, LACMTA shall incorporate such work into the Design documents for the Project, upon incorporation of which LACMTA shall proceed to perform the Design of such Rearrangement, and the activities referred to in

the following subsections:

2.4.1 The City shall perform its Design work in conformance with LACMTA's Project schedule and the C&M Agreement and shall coordinate throughout Design with LACMTA to develop plans satisfactory to both LACMTA and City for each Rearrangement. The schedule for completion of design, coordination requirements, review procedures, and related provisions shall be mutually agreed to and included as attachments in the work plan, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 2.6.

2.4.2 The City shall submit a set of the completed Design plans and specifications, including estimate of the cost of Construction and estimate for the time needed to perform the required Rearrangement work, to LACMTA for its review and approval. Unless otherwise expressly permitted herein, City will not change the approved plans during Construction, except with prior written concurrence of LACMTA. This constraint shall not apply to unapproved proposed plans. LACMTA's review and approval of any Design furnished by City, its consultants or contractors shall be limited solely to assessing compatibility of the Replacement Facilities with the Project, coordination with LACMTA's work on the Project, and Cost issues. LACMTA will review the Design plans and specifications for their compatibility with the overall Design.

2.4.3 City shall be responsible for errors and omissions for any plans and/or specifications prepared by City 's consultants or contractors.

2.5 City Review and Approval of Significant Changes

LACMTA shall not make any significant changes to the Project from the Approved Plans as it pertains to the City Rights-of-Way or City Facilities, without the prior review and written approval of the City; however, nothing in this provision is intended to modify, alter or abrogate the requirements of the Environmental Assessment(EA) approved for the Project. The procedures for review of the significant change shall be as follows:

2.5.1 LACMTA shall identify any proposed significant change to City, along with a rationale for said change, and City shall have twenty (20) working Days from the date of receipt of any documents from the LACMTA's Representative to review and approve or disapprove any proposed significant change by written notice to the LACMTA Representative. Any such disapproval shall be accompanied by a detailed written explanation for the disapproval and a proposed resolution to obtain City approval of the same. In the event the designated City Representative does not respond to LACMTA within the twenty (20) working Day period, City shall be deemed to have concurred with all the proposed significant changes in the submittal.

2.5.2 If the City Representative timely disapproves or indicates non-concurrence with a proposed significant change in writing, as required above, LACMTA shall propose in writing and on drawings, as appropriate, another change that responds to the City's concerns which may constitute a significant change or non-significant change. Under these circumstances, the City shall have an additional fifteen (15) working Days to review any such proposed non-significant change or proposed significant change. The designated City Representative shall have the15-working day period of time from the date of receipt of the documents from the LACMTA's Representative to complete the design review and to make the necessary and appropriate comments on the contents of the documents.

2.6 Betterments

2.6.1 LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project.

2.6.2 It is understood and agreed that LACMTA will not be responsible for the Cost of any Betterment, and that no Betterment may be performed in connection with any Rearrangement (whether designed or constructed by City or by LACMTA) which is incompatible with the Project or which cannot be performed within the constraints of applicable Law, any applicable governmental approvals and/or adversely impacts the critical path of the LACMTA's schedule for the Project. Notwithstanding the foregoing, to the extent there are excess funds in the Project budget that are not required for the Project Cost, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 to reimburse City for the actual costs of any such Betterments, after deducting from such aggregate \$2,000,000 the amount of any reimbursement by LACMTA to City for the costs of City services under Section 2.12.

2.7 General Design Criteria

2.7.1 City shall notify LACMTA of any revisions or additions to City Standards subject, however, to the Design Freeze. The Design of each Rearrangement, whether furnished by City or by LACMTA (or by their consultants or contractors), shall conform to the City Standards together with revisions or additions thereto, which shall be incorporated into the Design product pursuant to the provisions in this Section 2.7.

2.7.2 City agrees that it shall not adopt any new City standards, or otherwise amend or supplement any existing City standards, for the sole or primary purpose of affecting the Project or that are inconsistent with the Design Freeze.

2.7.3 City agrees to comply with the provisions of this Section so long as the

Project stays within the original general timeline and/or schedule for its Design and Construction. If for any reason, the Project is placed on hold by LACMTA f or a period of twenty-four (24) months or more, City will have the option to review and modify any City Standards from the previous design. The City will not be liable for any costs due to the changes in standards due to this type of Project delay.

2.8 Changes in Approved Plans

Following City approval of the Approved Plans, changes in the Approved Plans shall require both LACMTA's and City's approval. All changes required to accommodate differing site conditions are the responsibility of LACMTA, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by City.

2.9 Specific Design Requirements for Rearrangements

2.9.1 <u>Surface Openings</u>. To the extent practical, LACMTA shall locate surface openings associated with the Project, if any, such as surface openings, so as to cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical, they shall be located in or on LACMTA-owned property, unless otherwise agreed to by City. In determining location of surface openings, health and safety concerns are paramount. Placement of surface openings in sidewalks will be avoided, as much as possible at all times, and City concurrence shall be obtained prior to placement. Other openings, such as mechanical access openings shall be permitted in sidewalks provided said openings are enclosed by a mutually acceptable method. City and LACMTA shall mutually agree on the exact location and size of such openings.

2.9.2 <u>Landscaping</u>. Trees and landscaped areas under ownership or control of City shall be preserved and trees shall only be removed with the consent of City. Trees in the Project's construction area which are to remain shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced in the ratio of one (1) replacement tree for each one tree removed in accordance with applicable City Standards. Landscaped areas removed due to Rearrangements shall be restored in accordance with applicable City Standards, including the City's water conservation and sustainability standards.

2.9.3 <u>Traffic Control Devices</u>. Construction shall require the removal and reinstallation of traffic control devices. Provided that LACMTA has received final written approval of the Design document for the Project by City, City hereby consents to all removals, temporary installations, reinstallations and interruption of traffic control devices in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide prior notice to the City

Representative before service of traffic control devices is interrupted. LACMTA will cooperate with City to minimize interruption of services of traffic control devices. As required, LACMTA shall issue work orders to LACMTA's contractors for necessary removal and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, interconnect, cameras, loops, pavement markings, and striping, in accordance with LACMTA's Construction schedule.

2.9.4 <u>Street Lighting</u>. Construction shall require the removal, modification, and reinstallation of existing or installation of new lighting systems depending on the impact of the Project on City Facilities. Provided that LACMTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide at least three (3) Days prior notice to the City Representative before service of Street Lighting Systems is affected. LACMTA will cooperate with City to minimize interruption of street lighting service. LACMTA shall issue work orders for the Rearrangement of a Street Lighting System when required under the terms of this Agreement.

(a) Any work that will affect lighting systems, maintained by or under the jurisdiction of City, must be approved for compliance with applicable City Standards by the Public Works Department. Design for a Street Lighting System must be forwarded for Design Review to the City in accordance with this Agreement.

(b) Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of City within the boundaries of the Project, as well as all lighting systems on the same circuit in the direct vicinity of the Project, shall be maintained and kept in operation by the general contractor at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for the Project.

(c) In the event of any damage caused by LACMTA or its contractors to lighting systems maintained by or under the jurisdiction of City, the City must be notified. All damages shall be repaired as soon as reasonably possible by LACMTA's contractors under City inspection at no expense to City. City may request reimbursement for Staff time required to oversee the repairs.

2.10 Construction Staging Plans

LACMTA, through its consultants, contractors, subcontractors or agents, shall develop construction-staging plans. Construction staging plans shall provide, among

21

other things, for the handling of vehicular and pedestrian traffic and street lighting on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plans. Such plans shall incorporate actions to maintain access to business adjacent to the Construction areas and actions to ensure safe access and circulation for pedestrians, bicyclists, and vehicular traffic. LACMTA will ensure that the plans complement elements of public awareness as well as mechanisms to assist affected Parties in complaint City understands that LACMTA requires flexibility in the execution of resolutions. Construction phasing and traffic management planning and Construction sequencing which are necessary in order to secure, ensure and provide for public health and safety and functionality. All Construction staging plans, including related traffic control plans, shall be submitted to the designated City Representative for review and approval in accordance with Article 3 prior to implementation. Construction staging plans should be included or referred to in the Traffic Management Plan and any TTCPs and CDPs provided to the City, which may be amended from time to time as LACMTA determines that additional Construction staging areas are necessary.

To assist LACMTA in the coordination and the development of Construction staging plans, upon request by LACMTA, City will furnish to LACMTA during Design at the time required by LACMTA's schedule, the following information, in writing or when mutually agreed:

2.10.1 Worksite traffic control:

activities.

The traffic lane requirements for streets impacted by Construction (a)

Streets proposed for complete closure during Construction and the (b) duration of the closure. Complete street closures require City approval in accordance with this Agreement and Exhibit B.

> Parking restrictions to be imposed during the Construction period. (C)

(d) Detours.

Preliminary haul routes and overload routes and truck staging areas. (e)

All relevant City Facilities information (other than streets): 2.10.2

- City Facilities in which service must be maintained. (a)
- City Facilities in which service may be abandoned during Construction. (b)
- Proposed phasing or sequencing of Construction of (c)

Rearrangements.

Rights-of-way that must be acquired for Replacement Facilities and (d) Rearrangements.

22

2.11 Assistance by City

Subject to reimbursement for costs as provided in Section 2.12, City agrees to assist LACMTA with planning, engineering, technical, analytical and administrative support services with respect to fire/life safety, police security, transportation engineering, civil and structural engineering, illuminating engineering, landscape, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed.

2.11.1 <u>Fire/Life Safety</u>. Assistance in the Design, Construction and operations planning of the Projects as it relates to fire prevention, fire suppression, and emergency preparedness with respect to fires or other major disasters. The assistance shall also include reviews for conformance of fire/life safety codes, standards and regulations. Fire Department representatives will be invited to participate as active members of LACMTA-designated committees dealing with fire/life safety issues.

2.11.2 <u>Police Security</u>. Assistance in the Design, Construction and operations planning of the Projects as it relates to personal and property security, deterrence and detection of criminal activity and the apprehension of criminals. The assistance shall also include, if requested by LACMTA, participation by police department representatives as active members of LACMTA-designated committees dealing with police security.

2.11.3 <u>Transportation Engineering</u>. Assistance in the Design, Construction and operations planning of Project as it relates to facilitating movement of automobiles, buses, bicycles, and pedestrians into, through and from the Project. The assistance shall also include the review and approval of the Traffic Management Plan, temporary traffic signal, geometric striping, traffic signal software development, permanent traffic signal plans and monitoring installation of those prepared or installed by LACMTA's contractors and consultants in accordance with Work Plan, City will review plans for final geometric striping and signal plans for the Projects.

2.11.4 <u>Illuminating Engineering</u>. Assistance in the Design and Construction of Street Lighting Systems affected by the Project shall also include review and approval of contractor-prepared temporary street lighting and street lighting demolition plans as well as final restoration Street Lighting System Designs prepared by LACMTA's contractors and consultants.

2.11.5 <u>Recreation and Park Engineering</u>. Assistance in the design, Construction and operations planning of the Project as it affects recreational areas within the Project.

2.11.6 <u>Civil and Structural Engineering.</u> Assistance in design, design review, Construction, and operation of other City facilities.

2.11.7 All Other Areas. Assistance in Design, Construction and operations of

other City Facilities.

2.11.8 <u>General Services</u>: Assistance through the provision of general services support (including, for the purposes of, among others, traffic monitoring, general surveillance, public affairs, media affairs, major incident response) to the extent that the City has resources available to provide said general services.

2.12 City Review of Any Project Design Submittals

The following requirements and process shall apply to City's review, comment and approval of any and all submitted plans, specifications, and shop drawings for the Project Facilities located within, on, under or over City Right-of-W ay during the Design Review stages and for City review and comment regarding same. City agrees and acknowledges that all Design and Construction by LACMTA (or its consultants or contractors) pursuant to this Agreement shall conform to the standards and specifications set forth in herein. The parties acknowledge that the Design has reached the 65% Design stage and that City's review and approval will be required for the 90% and 100% Design submittals.

2.12.1 Within ten (10) Days after receipt of a Design submittal for the Project Facility, (i) City shall inform LACMTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify LACMTA, or shall return the plans and specifications to LACMTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. The City will have another ten (10) Days to determine the completeness of the re-submittal. If no such notice or return is received by LACMTA within such ten (10) Days, the plans and specifications shall be deemed complete and acceptable by City for review purposes.

2.12.2 Within thirty (30) Days after receipt of each submittal, City shall review the plans and specifications and either advise LACMTA that it has no comments, or transmit its consolidated comments to LACMTA, including all applicable comments from third - parties and City departments. City's consolidated comments will be submitted on a comment matrix and annotated plans as a single submission. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.12.3 LACMTA will revise the applicable submittal to address the undisputed City comments and shall notify City within five (5) Days of any outstanding disputed comments. In the event there are outstanding disputed comments under this Section, LACMTA shall conduct a comment resolution meeting with the City within ten (10) Days of notification of the disputed comments, to address and resolve any such outstanding City comments. The designated City Representative shall participate in the comment resolution meeting and shall invite any support staff reasonably necessary to address and

24

resolve the outstanding comments at such meeting.

2.12.4 The provisions of this Section will also apply to any re-submittal of plans and specifications by LACMTA, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Resubmittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.

City shall engage the services of Staff or third party construction 2.12.5 consultant(s) and a construction inspector at LACMTA's expense that are reasonably acceptable to LACMTA to assist City in the performance of its review and approval of Project design submittals in accordance with this Section 2.12 and its public works inspection services as contemplated in Section 1.1 hereof. LACMTA shall reimburse City for the reasonable out of pocket costs incurred by City for the services of Staff, consultant(s) and inspectors, provided such reimbursement shall be part of the total City Reimbursement Amount of Three Hundred Thousand Dollars (\$300,000) which is included as part of the Project Cost (as defined herein). City's support services cost will not exceed this amount without prior written justification from City and approval from LACMTA. City shall be responsible for the costs of such Staff, consultant(s) and inspectors to the extent that such costs exceed the City Reimbursement Amount, subject to the potential additional reimbursement of such costs by LACMTA from any excess Project funds that are not required for the Project (up to the aggregate amount of \$2,000,000 including any amounts paid to City for Betterments). City shall submit the invoices for Staff, consultant and inspection services to LACMTA on a monthly basis, together with approval and evidence of payment of the invoice by the City, and LACMTA shall reimburse City for such amount within thirty (30) days after submission of such invoice and evidence of payment.

2.13. Reserved.

2.14 Relocation of City Utilities and Private Utilities

LACMTA shall provide a composite utility plan to City to be reviewed and approved in advance, and City and LACMTA shall jointly determine the priority of any utility conflicts. City hereby agrees to exercise and invoke its rights under any applicable State franchise laws or under any applicable franchise agreements that it has with utility owners to effectuate such rearrangement or relocation at the expense of the affected utility owner as necessary to allow completion of the Project. Within 10 Days of receipt of LACMTA's written request, City will send a written notice to all utilities whose facilities conflict with the Project, instructing them to relocate or remove the conflicting facilities at utility owner's cost in accordance with City's Franchise Agreement with each such utility owner.

2.15 Engineer

LACMTA has engaged a design engineer (the "Engineer") (which Engineer is Biggs Cardoso Associates, Inc., unless LACMTA designates a different design engineer for the Project) to prepare all Design work for the Project. LACMTA agrees to require Engineer to indemnify, defend and hold both LACMTA and City harmless for any work performed by Engineer under its contract for services to provide design and engineering services. LACMTA shall require that the Engineer's services conform to all professional engineering principles generally accepted as standards of the industry in the State of California, so that such design and engineering shall be suitable for the Project's intended purpose (as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09) and shall be free of errors, omissions, inconsistencies, inaccuracies, deficiencies or other defects.

ARTICLE 3 PERMITS, CONSTRUCTION, AND PROPERTY RIGHTS

3.1 Community Notifications

The Contractor and LACMTA, in consultation with City, will be responsible for establishing public outreach programs to provide proper notifications to the affected communities prior to and during Construction. These notifications include but are not limited to public announcements in radio stations and local newspapers, changeable message signs, road advisory signs, community notice mailing, and posting of notices. LACMTA shall require its contractors to schedule their activities so as to minimize Construction duration.

3.2 Permits

3.2.1 For this Project and pursuant to applicable Laws, City agrees to a Waiver of Permit Fees to cover work affecting the public Right-of-Way by LACMTA. City agrees that it shall not exercise permitting over LACMTA, and shall not require the payment of fees or the posting of bonds for the Project Facilities located within, on, under or over the City's Right-of-Way for the period of time in which this Agreement is in effect. LACMTA's plans and specifications for construction of the Project Facilities located within, on, under or over the City Right -of-Way shall be submitted for City's review and comment. Notwithstanding the foregoing, the City's Standards shall be adhered to by LACMTA as and to the extent set forth in this Agreement.

3.3 Waiver of Permit Fees

3.3.1 All work for the Project that is within or affects the City's Right-of-Way is subject to the waiver of permit fees set forth in this Agreement, including any portion(s) of private properties dedicated for public right of way purposes. This Article shall not relieve LACMTA or its contractors from plan checks, permits, or inspections required by the Santa

Fe Springs Police Department, and plan checks, permits, or inspections required for fire and life or safety matters by the Santa Fe Springs Fire Department (i.e., hazardous materials soil removal, abatement of hazardous material storage tanks, special extinguishing systems, State Fire Marshal Code requirements, etc.).

3.3.2 Notwithstanding Section 3.3.1, the following fees will not be waived:

- (a) Industrial Waste Discharge Permit; and
- (b) Temporary Water Meter Fee.

3.4 Permit Process Conditions

3.4.1 The provisions of this Article do not apply to any utility company doing relocation work. Individual project construction contracts will require individual permits, such as excavation permits. This permit requirement will be waived upon the Effective Date for all advance utility work on behalf of LACMTA within the contract limits of work as shown on the Approved Plans. Change orders and new work on City Facilities not shown on the Approved Plans shall be reviewed and approved by the City prior to permit issuance.

3.4.2 Subject to the provisions of Section 2.14 above, LACMTA will be responsible, as part of the Project, for any advance utility relocation work, including water, sewer, street, storm drain, street lighting, structural, traffic signal, striping, signing, fiber optic, telecommunication and other utility facilities affected by the Project. To the extent the utility owners fail to perform the required Design and Construction in connection with such utility relocation work, such work will be designed and constructed by LACMTA in accordance with City Standards and policies. To the extent the utility owners subsequently pay for all or part of such Design and Construction work pursuant to their City Franchise Agreements, or otherwise, City shall reimburse LACMTA for the actual costs it has then incurred in connection with the Design and Construction of the utility relocation work.

3.4.3 LACMTA shall provide City with electronic imagery (photographs) in a format acceptable to the City for work performed in, on or around the City Facilities.

3.4.4 LACMTA shall provide "As-Built" drawings (as described in Section 4.4) within ninety (90) Days of the completion of the work on either temporary or permanent facilities.

3.4.5 LACMTA shall ensure that the design of all shoring and lateral support on public rights of way is performed in accordance with the California Department of Transportation -Trenching and Shoring Manual. LACMTA shall be responsible for the review and approval of designs for shoring and lateral support, including soils reports and engineering calculations. LACMTA shall submit a signed certification, with two sets of shoring, and lateral support system plans and calculations to the City not less than thirty

(30) Days prior to the start of Construction. All submittals shall be signed and stamped by a California Registered Engineer.

3.4.6 LACMTA shall require its contractors to submit their haul route and overload permit applications with route maps to the City for review and approval. Such submittal shall clearly state the proposed haul route(s), truck staging area(s), truck size, truck volumes/hour and the duration of the hauling operation and shall be submitted not less than thirty (30) Days prior to the actual commencement date of the hauling operations.

3.4.7 LACMTA shall ensure that all Construction work conform to the City's Construction Mitigation and Implementation Requirements for the Project. LACMTA shall require its contractors to provide advance notification to the City before implementing any street or sidewalk closures for which the Construction plans have been reviewed and approved by the City. LACMTA shall require that its contractors be responsible for installation, maintenance and removal of all traffic control devices and markings that may be required.

3.4.8 LACMTA shall obtain written approval from the City for any work impacting traffic on City streets or affecting existing traffic signal equipment or its operation in any way not covered by any pre-approved plan.

3.4.9 LACMTA shall require its contractor(s) to inform the City of Project emergencies or accidents that impact the operation of the City's surface street system.

3.4.10 LACMTA shall require its contractors to minimize the number of City street closures. LACMTA shall direct its Contractors to strictly adhere to the City's directives regarding Construction during peak hours.

3.4.11 LACMTA shall not allow any City Right-of-Way to be used by its employees or contractors for the parking of personal vehicles unless otherwise specifically authorized in writing by the City.

3.4.12 LACMTA shall require its contractors to continuously provide safe and adequate pedestrian access and circulation throughout the Construction areas in compliance with the provisions of the Americans with Disability Act (ADA). Pedestrian crossings for streets at Construction areas shall be provided with adequate signage and street lighting to direct pedestrian traffic through the construction areas. To accommodate pedestrians, the minimum unobstructed temporary walkway width shall be 5 feet unless otherwise approved by the City.

3.4.13 LACMTA shall maintain pedestrian access and traffic circulation to all residences, businesses and schools adjacent to the Construction area. Accessible routes for physically disabled pedestrians shall be maintained at all times during Construction. Temporary fencing and walking surfaces shall be approved by the City.

28

3.4.14 LACMTA and its contractors shall take necessary measures to continuously control nuisance dust, in accordance with Regulation 403, "Air Quality Management District Standards", the "Standard Specifications for Public Works Construction", Sections 7-8.1 and 7-8.2, and with the Storm Water Pollution Prevention Plan ("SW PPP") for the Project.

3.4.15 LACMTA and its contractors shall ensure that discharges to the City's storm drain system comply with the requirements of the Regional Water Quality Control Board.

3.4.16 LACMTA shall ensure that its contractors comply with applicable local, state, and federal regulations for the disposal of wastewater caused by Construction activities or contaminated soil or water encountered during boring, excavation, and grading operations. All costs and other liabilities for these activities shall be borne by LACMTA and its contractors. Potentially contaminated soil or groundwater encountered shall be tested as necessary and mitigation and disposal measures shall be established and undertaken in accordance with applicable Law.

3.4.17 LACMTA and its contractors shall notify Underground Service Alert not less than two (2) Days or more than ten (10) Days before each excavation.

3.4.18 LACMTA, upon completion of the work subject to this Agreement, shall arrange for incremental subsurface and surface final inspections by notifying the City of what work is requested to be final inspected and which plan sheets and change orders are applicable. Thereafter, final inspection shall be made as soon as possible. If the work is found to be in compliance with the approved plans and specifications, the City will furnish its acceptance in writing. However, if corrective work is found to be necessary to conform to the plans and specifications, a final correction list will be issued by the City and LACMTA shall direct or perform such corrective work at its own expense. Further inspection will be required for any corrective work noted on the Punch List.

3.4.19 Neither LACMTA nor any of its contractors shall engage in any Construction activity during the following times and days anywhere in the City:

(a) Before 8:00 a.m. or after 5:00 p.m. on Monday through

Friday;

- (b) Before 9:00 a.m. or after 5:00 p.m. on Saturday;
- (c) All day on Sunday;

All day on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial

Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day, as these days are officially observed by the City.

LACMTA shall require its contractors to obtain written approval and permission from the City, in accordance with Section 3.13 below, before engaging in any Construction activity during any time or day when Construction activity is not authorized or permitted.

3.4.20 No utility disruption shall be permitted during the week of Thanksgiving or between December 15th and January 2nd unless approved in writing by the City Director of Public Works and all appropriate utility providers. In approving any such utility disruption, the Director of Public Works may impose conditions that, in the Director's sole discretion, mitigate the impacts of any such work so that it causes the least disruption and inconvenience to the public, including any affected neighborhood or business, and so that it is not detrimental to the public health, welfare and safety.

3.5 Work in City Streets and City Property

3.5.1 LACMTA shall give the City 48 hours advance written notice where the Project Construction requires work in City's Right-of-Way and shall allow City adequate time for review of relevant plans for such work in accordance with this Agreement, to the extent that the Approved Plans do not adequately describe such work. If the Approved Plans do not include the required work in the City Right-of-Way, LACMTA shall secure written approval of the additional plans from the City for all such work. City shall issue a Right of Entry to LACMTA and its contractors to permit the entry onto and use of the City property and City Right-of-Way for the Project Construction in accordance with the plans approved by the City.

3.5.2 LACMTA and its consultants and contractors performing work in City's Rightof-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities. City reserves the right to stop work, if public health and safety is at risk, as determined by the City staff.

3.5.3 City, after consultation with LACMTA, may require, if LACMTA's contractors fail to perform work called for by the Approved Plans and required by any authorizations issued by City in connection with such work consistent with such Approved Plans, upon notice (non-compliance citation) from City, that contractor shall promptly commence to cure its failure. If the contractor fails to cure or is not diligently prosecuting such cure to completion, City shall notify LACMTA. Upon receipt of notice from City, LACMTA shall cause the contractor to cure its failure within the requested time.

3.6 Temporary and Permanent City Street Closures

LACMTA and the City may agree that a street, highway, bridge, sidewalk or other City Right-of-Way be temporarily closed for the necessity and convenience of the Project.

Any such closure must comply with Articles 3.4.12 and 3.4.13. Nothing in this Article shall preclude the City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and LACMTA shall cooperate with City to accommodate such requests. LACMTA, its consultants, and contractors will cooperate with City to minimize closures of City Right-of-W ay. The City will notify LACMTA and its contractors as to all known major events thirty (30) Days prior thereto.

3.7 State and Federal Requirements

3.7.1 Nothing in this Agreement shall be deemed to abridge any applicable federal or State law or State agency authority regarding permits, orders, licenses and authorizations that may be required or available in connection with the design and Construction of the Project.

3.7.2 The California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with rail transit tracks, their subsequent maintenance or alteration, and their operation. Formal application for establishment or alteration of said crossings is required by the CPUC. Unless otherwise agreed between LACMTA and City, LACMTA may prepare, subject to concurrence and agreement by City, appropriate CPUC plans and applications thereof.

3.8 Grant of Rights

If, prior to LACMTA's scheduled date of commencement of work in a section or portion of the Project, any Rearrangement is necessary to eliminate a conflict, City may grant to LACMTA or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that section or portion of the Project in accordance with LACMTA's schedule; provided, however, that such grant does not unreasonably and adversely interfere with provisions of City's services to the public, or affect public health and safety; and provided further, that City is authorized under applicable law to grant such right.

3.9 Replacement Rights-of-Way

3.9.1 City agrees to grant any temporary construction easements that may be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring LACMTA or LACMTA to go through the appraisal, negotiations, offer, closing and transfer process, as permitted by applicable Law. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance. If City agrees to such a conveyance, said documents will be transmitted by LACMTA's Representative to City's Representative who shall process them through the required departments for execution and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the applicable Project schedule.
3.9.2 City agrees and acknowledges that this Agreement satisfies any LACMTA or LACMTA obligations to City relating to the certification of rights of way, and that City shall cooperate with LACMTA and LACMTA, and assist LACMTA and LACMTA, with any right of way certification processes involving other entities or agencies.

3.9.3 LACMTA agrees to consider or cause LACMTA to consider requests by City to convey to City at no cost to City, any street crossings, slivers, remnant property, surface easements and temporary construction easements that may not be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring City to go through the appraisal, negotiations, offer, closing and transfer process. City will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by City's Representative to LACMTA's Representative who shall process them and return them to City within 30 Days after receipt, but in any events in accordance with the applicable Project schedule.

3.9.4 LACMTA agrees and acknowledges that this Agreement satisfies any City obligations to LACMTA relating to the certification of rights of way, and that LACMTA shall cooperate with City, and assist City, with any right of way certification processes involving other entities or agencies.

3.10 City Licenses within the Project Right-of-Way Owned by LACMTA

If a Rearrangement is made so that the Replacement Facility will be located within a Project Right-of-W ay owned by LACMTA, LACMTA shall provide (or cause LACMTA to provide) City with an equivalent property right, if necessary, to accommodate the Replacement Facility, reasonably satisfactory to City. The parties agree that in accepting such an equivalent right and in releasing its existing rights, City shall acquire reasonable rights to install, operate, maintain and remove City Facilities, including the Replacement Facility, to the same extent as the City previously exercised.

3.11 Temporary LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area to its original condition unless LACMTA and City mutually agree otherwise. If this agreed upon duration of a Temporary Facility has expired, the City reserves the right to request turning over the City owned land at any

Rosecrans/Marquardt Grade Separation _____2018

time prior to completion of the Project. LACMTA shall return the land to the City within forty (40) Days from the requested date and restore the area as much as practicable to its original condition, unless otherwise agreed to in writing by the City.

3.12 Temporary City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by City, City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the rearrangement in its permanent location, City shall, within forty (40) Days from the requested date, remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless City and LACMTA mutually agree otherwise in writing.

3.13 Night, Weekend, Early Hours and Holiday Construction Activity

LACMTA and its contractors shall not perform any Construction activity during any time or day not permitted by this Agreement or applicable Law, unless LACMTA or its contractors obtain the prior written approval of the Director of Public W orks. The Director of Public Works may approve such Construction activity if the Director determines that the construction activity during the requested times or days is in the best interests of the City, that this construction activity will substantially expedite the construction of the Project or that it will further the public welfare. In approving the construction activity, the Director of Public W orks may impose conditions that, in the Director's sole discretion, mitigate the impacts of the Construction activity so that it causes the least disruption and inconvenience to the public, including any affected neighborhood and business, and is not detrimental to the public health, welfare and safety.

ARTICLE 4 EFFECTING REARRANGEMENTS

4.1 LACMTA Construction of Rearrangements

Unless otherwise agreed between the Parties, LACMTA shall perform all Construction of Rearrangements that are reflected in the Approved Plans.

If changes in the Approved Plans are necessary to reflect any required Rearrangements not reflected in the original Approved Plans, LACMTA shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal in accordance with the provisions of Section 2.12 of this Agreement. LACMTA shall notify the City prior to performing any Rearrangement work. The City will inspect and test backfills for utilities within City Rights-of-Way as well as all City Facilities owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, contractor must also arrange for inspection by calling the City,

4.2 City Construction of Rearrangements

If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, LACMTA shall issue a Work Order to City for such Construction and the following provisions shall govern:

4.2.1 City shall not commence work without issued LACMTA Work order. City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 2 of this Agreement and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with LACMTA's Construction schedule for the Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.

4.2.2 City shall notify LACMTA at least five (5) Days prior to commencing each Rearrangement so that LACMTA may make arrangements for inspection and record keeping.

4.2.3 All work by City's forces or its contractors pursuant to this Article 4 of this Agreement shall comply with the environmental controls established in the General Contract, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and paleontological coordination.

4.3 Maintenance

In accordance with the C&M Agreement, City shall assume responsibility for operation and maintenance of the Overpass upon the Substantial Completion thereof.

4.4 "As-Built" Drawings

LACMTA and City shall each maintain a set of "As-Built" plans of Rearrangements performed by LACMTA and City, respectively, during the progress of construction. "Red line mark ups" for temporary lighting systems, traffic signal systems, and other City facilities shall be submitted to the City within ten (10) working days of construction. All design changes shall be documented on RFI/RFC forms. The contractor shall update the contract plans with the City-approved changes. The City representative shall meet with LACMTA and its contractor once a month, prior to LACMTA's approval of the contractors monthly progress payment, to check and verify that as-built plans are being maintained by the contractor and that contract plans are being updated with all approved design changes. LACMTA's approval of contractor's progress payment may be subject to updating and maintaining a complete set of as-built drawings.

LACMTA shall arrange for the transfer of as-built information on the Approved Plans electronic files in electronic format. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within sixty (60) working days after completion of work for each set of plans. All "as -built" plans (whether provided by LACMTA, by Consultant, or by Contractor) shall be in a format, which conforms to the electronic formats of the following:

Under this Agreement, LACMTA shall provide the listed below documents:

Street Improvements Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DIP min. after all signatures.

Storm Drain plans – AutoCAD, plot style files, and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Sewer plans - AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Street Light Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

Street Landscape Plans - AutoCAD and hard copy after all signatures.

Traffic signal, signing and striping plans – AutoCAD, 2016 files compliant to City Standards, Pdf, latest version, as approved by the City, and plot style files latest version, as approved by City and plot style files compliant to City Standards, PDF style files (e.g., pen tables, plot settings), and original signed Mylar sheets.

All other plans - AutoCAD and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

4.5 City Activities

If City, at City's cost, plans to undertake or authorize any activities, during the period of Construction of the Project, within or near any portion of a Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) City will coordinate such activity with

Rosecrans/Marquardt Grade Separation _____2018

LACMTA to minimize impact, delay or interference with such Construction, and LACMTA shall reasonably cooperate with City with regard to same.

ARTICLE 5 CITY CONSTRUCTION, INSPECTION AND SUPPORT SERVICES

5.1 Construction Support and Services

In accordance with the provisions of Section 2.11 entitled "Assistance by City," City shall provide construction, inspection and support services, including:

i) City construction inspection services and acceptance;

ii) Change order review and approval for City Facilities;

iii) Review and approval of required material and shop drawing submittals by the appropriate City office for City Facilities;

- iv) Timely responses to requests for information;
- v) Traffic and detour management;
- vi) Miscellaneous permitting and haul route approvals;
- vii) Other support and services, as requested or necessitated; and
- viii) Review of all Fire/Life Safety plans and field inspection.

City shall be reimbursed for the costs of the foregoing support services, together with the costs of the consultants and inspectors engaged by the City pursuant to Section 2.12, by LACMTA in an aggregate amount up to the City Reimbursement Amount (as defined in Section 2.12). If the costs of the foregoing support services, together with the consultant and inspector costs incurred by the City under Section 2.12, exceed the City Reimbursement Amount, the excess costs shall be borne by the City without reimbursement by LACMTA; provided, however, if the Project budget has excess funds after completion of the Project, then LACMTA will make available such excess funds to reimburse City for such excess costs (subject to the maximum aggregate amount of \$2,000,000, as provided in Section 2.6.1 hereof, that will be made available for both expense reimbursement to City and for the cost of any required Betterments). City shall submit the invoices for such support services to LACMTA on a monthly basis, together with approval and evidence of payment of the cost of such services by City, and LACMTA shall reimburse City for such costs within thirty (30) days after submission of such invoice and evidence of payment.

5.2 Inspection by City

5.2.1 LACMTA will provide City an initial schedule of its planned technical audits or inspections for Construction activities and updated audit and inspection schedules on a monthly basis. LACMTA shall provide City with at least two (2) weeks advance

written notice of any changes to audit and inspection schedule dates or times shown on the current LACMTA audit and inspection schedule. City or its authorized representatives may attend and observe any audits or inspections conducted by LACMTA. All audits and inspections shown on LACMTA's schedule shall be scheduled, planned, performed, followed up as necessary, and closed out by LACMTA. A copy of the audit and the corresponding corrective/preventative action plans shall be submitted to City. LACMTA shall submit close out reports that demonstrate how and when corrective action was completed for each non-conformance.

5.2.2 LACMTA shall permit City, or its authorized representatives, to enter the Project site for the purpose of conducting inspections during the performance of Construction through such time as LACMTA has conveyed the completed Project to the City pursuant to Section 7.3; provided, however, that such inspections shall take place in accordance with this Section 5.2.2. The City shall defend, indemnify, and hold harmless LACMTA and LACMTA's contractors from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to the Project or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and attorneys' fees, arising out of or in connection with City's (or its authorized representative's) negligence or willful misconduct in inspecting the performance of Construction as provided herein. The following provisions are applicable to such inspections:

(i) If flagging is required for the such inspections, the City shall provide no less than thirty (30) days advance written notification to LACMTA's Project representative; and

(ii) If flagging is not required to perform the inspection, City may inspect any portions of LACMTA's work at any time during normal business hours, provided that such inspection shall be conducted in a manner so as cause the least interference as reasonably possible with the construction of the Project. If City's inspections require the use of any equipment or machinery, City shall provide LACMTA with three (3) days advance written notification, describing the nature of the planned inspection, and identifying any equipment or machinery to be used.

If any of City's inspections indicate that there are construction work elements that are not in conformance with the requirements of this Agreement, it shall within a reasonable period of time, provide a written notification (a "Non-Conformance Notification") to LACMTA. Any such Non-Conformance Notification shall include an explanation to the City's knowledge of how the construction elements in question do not conform to requirements contained in specific section(s) of this Agreement, approved designs, or any construction standards referenced in this Agreement. LACMTA shall provide a written response to any such Non-Conformance Notification within five (5) days of receipt. LACMTA's response will either a) clarify its interpretation of the applicable

Rosecrans/Marquardt Grade Separation

requirements if it does not believe that the construction work needs to be changed, or b) state the nature of corrective work to be performed, or c) request a meeting with City to review the construction work in question. If City does not agree with any interpretations of the applicable requirements provided in LACMTA's response, and believes that the construction work needs to be corrected, it may request a meeting with LACMTA to review the construction work in question. In any instances where City and LACMTA are not able to resolve the construction issues to their mutual satisfaction through the processes described above, either City or LACMTA may initiate the dispute resolution processes provided in Section 13.2.

5.3 Reproducible Contract Documents

LACMTA and City agree to provide the other with suitable reproducible copies of final contract documents which they have prepared or caused to be prepared to govern the performance of a given construction project by a contractor of either Party so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible in accordance with its drafting standards, as mutually agreed to by the Parties.

ARTICLE 6 PROJECT WORK BY CITY

In addition to specific Rearrangements which City may construct pursuant to Section 4.2 of this Agreement, LACMTA and City may mutually agree that City shall design and construct, or cause to be designed and constructed, certain Project facilities (or components thereof), including coordination and interface between City infrastructure and facilities and the Project. In such event, design and construction for such work shall proceed as follows:

6.1 Standards

All design and construction by City (or its consultants or contractors) pursuant to this Article shall conform to the standards and specifications set forth in this Agreement and the environmental documents.

6.2 Work Order for Design

When mutually agreed between LACMTA and City, LACMTA shall issue a Work Order to City, within 60 Days of City's request for such Work Order, for the design of such Project facilities (or components thereof).

6.3 Design

If City agrees to perform the design work, upon completion of the initial design, City shall provide LACMTA with a preliminary estimate of the Cost of the construction work, and City's estimate of LACMTA's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon LACMTA's approval thereof, City shall finalize all of the foregoing. LACMTA reserves the right to reject the preliminary plans, specifications and draft bid package. In the event LACMTA rejects the preliminary plans, specifications and/or bid packages, LACMTA shall reimburse City for all reasonable costs incurred in preparing the plans, specifications and bid package.

6.4 Procurement

Upon LACMTA's approval of the final plans, specifications, bid package and construction cost estimate, City shall advertise the contract for bids in accordance with applicable Law and consistent with the applicable procurement requirements for LACMTA. City shall inform LACMTA of LACMTA's share of the Cost, based upon the winning bidder's unit prices, and shall furnish LACMTA with copies in accordance with applicable Law of the extract of bids, together with sets of the final plans and specifications. LACMTA shall have the right to require a minimum number of bids, to specify certain of the Parties to whom bid requests are submitted, to review the bids, and to approve the contract award recommendation prior to presentation to the City Council for award of the contract. City shall not award a contract until the lowest responsive responsible bidder has been approved by LACMTA. LACMTA reserves the right to request rejection of all bids, however, LACMTA shall reimburse the City for all reasonable design and review costs incurred by the City.

6.5 Construction by Contractor

After review and approval of the bids by LACMTA, LACMTA shall issue a Work Order to City for City staff work. City shall notify LACMTA of the amount of advance monies needed to award the contract and monies for contract progress payments thereafter. LACMTA shall reimburse the City pursuant to the terms of this Agreement or as mutually agreed within the Work Order. City shall thereafter obtain LACMTA's approval for modifications to the contract which will affect the Project. City shall inform LACMTA promptly when City has reason to believe that the cost estimate is likely to be exceeded, and shall obtain LACMTA approval prior to granting of any such increase.

6.6 Construction by City Forces

Should City and LACMTA agree that work may be performed by City forces, the cost estimate to perform the work and LACMTA's share thereof shall be furnished to LACMTA for approval. LACMTA reserves the right to reject such cost estimate but shall reimburse the City for all costs of the work performed up to that point. Upon LACMTA's approval of the cost estimate and design, LACMTA shall issue a Work Order to City for the City's cost of design and construction. The Work Order shall also reimburse the City

Rosecrans/Marquardt Grade Separation

for all costs that City incurred prior to issuance of the Work Order by LACMTA, if the work is authorized by LACMTA. City shall obtain LACMTA's prior approval for any changes from the approved Design or increase to the approved cost estimate.

6.7 Inspection

All Construction performed by a contractor for the City pursuant to this Article shall be subject to inspection in accordance with the provisions of Articles 2 and 5 of this Agreement. City inspection services on the work performed pursuant to this Subsection shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in Article 5 of this Agreement.

6.8 Reports and Invoices

City shall furnish to LACMTA a monthly progress and accounting report for the work performed pursuant to this Article in a mutually agreeable format. Upon request by LACMTA, City shall additionally furnish an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8 of this Agreement.

6.9 Requirements

6.9.1 All Design, Construction and other activities to be performed by City pursuant to this Article shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order. Such schedules shall accommodate variables, including changes in the contractor's schedule, availability of information, [or passage of a Proposition 218 vote for Lighting System Work.] Such time schedule(s) shall coincide closely and be coordinated with LACMTA's schedule for the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work pursuant to this Article or with the Project Facilities (or components thereof) being constructed by City.

6.9.2 All work by City's forces or its contractors pursuant to this Article shall comply with the environmental controls established in the construction contract between LACMTA and its contractor for the Project, including without limitation construction noise and vibration control and pollution controls.

ARTICLE 7

PROJECT CLOSEOUT AND TRANSFER TO CITY

7.1 Project Closeout

LACMTA is responsible for the project closeout. Upon completion of the Project, LACMTA shall provide City with electronic as-builts received from LACTMA's contractor as set forth in Sections 3.4.4 and 4.4. Upon receipt of a certificate of Substantial

40

Rosecrans/Marquardt Grade Separation _____ 2018

Completion from LACMTA's contractor, LACMTA will provide certificate of Substantial Completion of the Project to City. Following receipt of a certificate of Substantial Completion from LACMTA, City shall, within thirty (30) days thereof, either (a) deliver a notice of final acceptance of the Project to LACMTA, or (b) deliver a Non-Conformance Notification to LACMTA if City believes there are construction work elements that are not in conformance with the requirements of this Agreement. Any Non-Conformance Notification shall satisfy the requirements of, and be handled in accordance with, the provisions of Section 5.2. Upon completion of any corrective work that may be performed in connection with a Non-Conformance Notification, City shall deliver a notice of final acceptance of the Project to LACMTA. The date upon which LACMTA has received a notice of final acceptance from City shall be the "Date of Final Acceptance" under this Agreement. Within twenty (20) days following the Date of Final Acceptance, City shall execute and deliver to LACMTA, and CHSRA a general release of claims in favor of LACMTA and CHSRA (including a California Civil Code Section 1542 waiver as to all known and unknown claims) with respect to the design and construction of the Project, which release shall be in form and substance reasonably satisfactory to LACMTA. and CHSRA.

7.2 Excess Property

Upon completion of the Project, LACMTA will consult with City to determine if there is any real property that was purchased for the Project but is not needed for the operation and maintenance of the Overpass and that is not subject to an option in favor of CHSRA to acquire a portion thereof for CHRSA's right of way (the "Excess Property"). To the extent LACMTA and City identify any Excess Property, LACMTA will sell such Excess Property on such terms and price as it determines, in its sole discretion. The net proceeds from sales of real property to CHRSA for its right of way, and the net proceeds from the sale of any Excess Property, will be applied first to reimburse LACMTA, City, BNSF, CHSRA and Caltrans, for their proportionate shares of any Project overruns they have previously funded (or to provide funds for any unfunded cost overruns) with any excess net sales proceeds to be paid 50% to LACMTA and 50% to CHRSA.

7.3 Transfer of Completed Project to City

Upon the Date of Final Acceptance of the Project, and after determination of any Excess Property, LACMTA will convey to City all of LACMTA's right, title and interest in and to (a) the Project site, less any Excess Property, (b) all new and previously existing infrastructure located on the Project site, whether constructed as part of the Project or otherwise, (c) the Project Warranties, and (d) any other rights or interests obtained by LACMTA for the purpose of completing the Project. Upon the Date of Final Acceptance, City will assume responsibility for all repairs and maintenance of the Overpass and City will have the right to enforce all Project to City for City review. City will review the draft

transfer documents within 15 days after submission by LACMTA and LACMTA will resubmit such transfer documents to City for final approval as soon as possible after submission of comments from City. Upon final approval of the transfer documents, and subject to the receipt of the release required by Section 7.1 above, LACMTA will execute and deliver the conveyance documents to City.

ARTICLE 8 REIMBURSEMENTS TO CITY

8.1 Reimbursements to City

LACMTA shall reimburse City for services performed in accordance and pursuant to Section 2.12.5 in the manner provided by this Agreement. Except with respect to Betterments, the issuance of a Work Order shall obligate LACMTA to reimburse City in the manner provided by this Agreement. The term "Cost" shall mean the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to LACMTA as provided in this Agreement. Direct costs shall include allowable direct labor costs spent specifically for work performed under this Agreement by approved and designated positions and/or individuals. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts . Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from LACMTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to this Agreement with respect to such work.

8.2 Reimbursements for Abandoned Facility

In those cases in which LACMTA and City agree that the construction of the Project will eliminate the service need for a specific Conflicting Facility, LACMTA shall not be required to replace or compensate City for the Conflicting Facility, in which case LACMTA shall compensate City only for necessary Costs incurred in abandoning the Conflicting Facility; provided, however that LACMTA shall not be responsible for any Abandonment or other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but not limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act unless LACMTA or its contractor caused the environmental hazard through its actions.

ARTICLE 9 REIMBURSEMENTS AND CREDITS TO LACMTA

9.1 Survey & Review of Records

The amount of credits or payments, as applicable, due to LACMTA for salvage shall be mutually agreed on by LACMTA and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due, LACMTA under this Agreement, LACMTA and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to this Agreement, City shall provide LACMTA with drawings, plans or other records necessary to conduct such survey. The survey shall describe the physical attributes, date of construction or installation and present condition of each Conflicting Facility; shall report the expected service life of each Conflicting Facility as derived from City's records; and shall state whether City intends to salvage materials contained in each City Facility.

9.2 Salvage

As applicable, salvage credit shall be allowed or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by mutual agreement, plus storage and transportation costs of such materials salvaged for City's use as directed by the City.

ARTICLE 10 INDEMNITY; PROJECT WARRANTIES & INSURANCE

10.1 Indemnity

10.1.1 LACMTA agrees to indemnify, defend and hold harmless City, its officers, City Council members, officials, board and commission members, agents and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LACMTA's performance hereunder.

10.1.2 City agrees to indemnify, defend and hold harmless LACMTA, and CHSRA, and their respective members, agents, officers, board members and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for

Rosecrans/Marquardt Grade Separation

damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with City's performance hereunder. Upon the Date of Final Acceptance of the Project, City shall provide a waiver and release of all claims in favor of LACMTA and CHSRA in connection with the Design and Construction of the Project, and LACMTA shall assign to City any warranties provided by LACMTA's contractors performing work in connection with the Construction.

10.1.3 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement (as defined by Section 895 of said Code), the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under Section 10.1 hereof. The provisions of Section 2778 of the California Civil Code are a part hereof as if fully set forth herein.

10.2 Warranties and Insurance

10.2.1 LACMTA shall not be required to provide any public improvements bond to City in connection with excavations in or adjacent to City rights-of-way. LACMTA shall obtain a warranty from its contractors with respect to any work affecting the structural stability of City rights-of-way that such work shall be free from material defect for a period of one (1) year from and after the completion of such work in accordance with the terms of the construction contract. Such warranty shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign to City all of its rights under the contractor's warranty so that City shall have the right to directly pursue the contractor for any claims during the warranty period.

10.2.2 In connection with the design and construction of the Project, and any Rearrangements performed by LACMTA or its contractors, LACMTA shall obtain warranties from its contractors under the construction contract that any work performed by such contractors shall be free from material defect for a period of one (1) year from and after Substantial Completion of the Project. Such warranties shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign the contractor warranties to City so that City shall have the right to directly pursue the contractor for any claims during the warranty period. Prior to transfer of the Project warranties to City pursuant to Section 7.1, LACMTA shall use its commercially reasonable efforts to enforce the Project Warranties as necessary; provided, however, that following the transfer of the Project warranties to City, such enforcement shall be the sole responsibility of City and LACMTA shall have no further obligation or liability under this Section 10.2. LACMTA makes no warranties with respect to the Project.

10.2.3 The construction contract or any other contract entered into by City in connection with a Rearrangement or with work on Project Facilities performed by City pursuant to Article 6, shall contain a provision which requires the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance which names City and LACMTA as additional insureds. Unless otherwise mutually agreed by the Parties or as otherwise set forth in the terms of other contracts entered into by LACMTA with the contractor for design and construction of the Project, construction general contractors shall provide evidence of insurance in the \$1,000,000 in Workers' following amounts: \$5,000,000 in General Liability, Compensation/Employer's Liability, and \$1,000,000 Combined Single Limit (CSL) in Auto Liability. Unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, \$1,000,000 CSL in Auto Liability, and \$1,000,000 in Professional Liability. No insurance shall be reduced in scope or cancelled without thirty (30) Days prior written notice to LACMTA and City.

10.2.4 In connection with Rearrangements and City projects and any work performed by City or its contractors, City and LACMTA may require their respective contractors to secure payment and performance bonds, or other equivalent sureties, naming both City and LACMTA as an additional obligee or co-beneficiary, as appropriate. Such bonds shall be issued by a California licensed surety.

ARTICLE 11 CITY FUNDING OBLIGATIONS

11.1 City Funding.

City is anticipating the award of CPUC Section 190 Funds from the State of California in the amount of \$15,000,000 for the Project. Contingent upon the receipt of such Section 190 Funds by City, City will contribute the entire \$15,000,000 of Section 190 Funds ("**City's Share**") towards the total actual costs of the Design and Construction of the Project (the "**Project Cost**"). Additionally, local, state and federal funds will be used in the Design and Construction of the Project, including, without limitation, funds from the other Funding Entities. The total cost of the Design and Construction for the Project is presently estimated to be One Hundred Fifty Five Million Three Hundred Thousand Dollars (\$155,300,000) (the "**Estimated Total Project Cost**"). Contingent on the receipt of the Section 190 Funds, City will make payment to LACMTA in full of the City's Share upon receipt of a detailed invoice of the final Project Cost. The Estimated Total Project Cost includes a 20% construction contingency in addition to a 10% cost contingency. Any savings in line items of the Estimated Total Project Cost may be re-allocated by LACMTA

Rosecrans/Marquardt Grade Separation _____ 2018

to the contingency line item. LACMTA shall have the right to use any amount of the contingency in the Estimated Total Project Cost as LACMTA deems necessary or appropriate to cover actual costs incurred in the Design and/or Construction of the Project. If the actual Project Cost is less than the Estimated Total Project Cost, so that there are excess funds in the Project budget funded by the Funding Entities, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 from such excess funds to reimburse City for the reimbursement of costs incurred by City, as provided in Sections 2.6.1 and 5.1 hereof

If the actual Project Cost exceeds the Estimated Total Project Cost, including the contingency line item amount, as a result of unforeseen delays, hidden conditions, cost overruns, excess property acquisition costs or other events, LACMTA shall, as soon as feasible, notify City and other Funding Entities of the amount of such excess Project Cost and specify the reason or reasons for such excess Project Cost being required. LACMTA shall be authorized to proceed with any work on the Project only to the extent required for the safety of persons or property or to preserve the value or condition of the existing work in progress; however, LACMTA shall defer any other additional work that is in excess of the Estimated Total Project Cost but is not necessary work that is otherwise permitted by this provision unless and until the Funding Entities agree to pay for such additional work.

11.2 LACMTA Contingency.

Notwithstanding anything to the contrary set forth in this Agreement, City acknowledges and agrees that LACMTA's ability to perform its obligations under this Agreement is entirely dependent upon the performance by City and each of the other Funding Entities of their respective obligations under this Agreement, the C&M Agreement, and under the applicable funding agreements with the Funding Entities (each, a **"Funding Agreement"**). Therefore, LACMTA's performance under this Agreement is expressly conditioned upon the performance of City and each other Funding Entity of its respective obligations under this Agreement, the C&M Agreements, as applicable. In the event of a failure or default of any party other than LACMTA under any such agreement, any delay or failure of LACMTA or LACMTA's contractors to perform in accordance with the requirements of this Agreement and/or the C&M Agreement shall be excused for so long as such failure or default continues.

ARTICLE 12 WORK PLANS, DEADLINES & DELAYS, INVOICES & OVERTIME PROCEDURES FOR WORK ORDERS, AUDIT & INSPECTION

12.1 Work Performed by City

All work to be performed by City under this Agreement, as approved by LACMTA in

Rosecrans/Marquardt Grade Separation _____ 2018

an applicable Work Plan per Article 6 shall coincide closely with LACMTA's Design and Construction schedule for the Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the Project scope of work and schedules, subject to reimbursement for such costs as provided in this Agreement.

12.2 Intentionally Omitted

12.3 Deadlines and Delays

12.3.1 City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement and as set forth in the Approved Plans.

12.3.2 LACMTA and its contractors shall timely commence, diligently prosecute and complete LACMTA's Construction and other activities for each Rearrangement on or before the applicable deadlines established in this Agreement. If LACMTA or its contractor fails to meet such deadline, than any affected time deadlines for City's Construction or other activities under this Agreement shall be revised accordingly.

12.3.3 In addition to and without limiting any rights or remedies available under this Section or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established under this Agreement, or if LACMTA reasonably determines that City will be unable to timely complete such work, LACMTA (without incurring any additional liability other than the Costs incurred as set forth in this Section 12.3.3) may terminate City's work on such Rearrangement by giving notice to City, and either perform the remaining work itself or cause such work to be performed by LACMTA's contractor, subject to the City's approval and inspection processes where City facilities are involved. If LACMTA takes over work as provided in this Subsection, City shall cooperate and assist LACMTA as otherwise provided in this Agreement.

12.4 Invoices & Overtime Procedures for Work Orders

The following are procedures that shall be followed by City for submitting invoices and billing along with relevant and applicable back up documentation. All invoices and billing shall be clearly marked, legible and shall be submitted no later than one (1) month after services have been provided. Invoices submitted three (3) to six (6) months after services were provided and without applicable back up documentation will not be paid per the invoice terms. Invoices submitted six (6) months after services have been provided and null. All invoices shall contain the following information with relevant and applicable back up information:

1. Identification of Project

- 2. Identification of Work Order/ PO number
- 3. Invoice number/date
- 4. Invoice amount
- 5. Invoice period
- 6. The planned hours for the fiscal year, per annual work plan approved by the LACMTA Board, should be shown on the header page of invoice]
- 7. Description and cost summary breakout for invoice period of:
 - a. Direct General Staff Costs (reviewers, etc.)
 - b. Fringe benefits
 - c. Overhead Costs
 - d. Admin Costs
 - e. Tax Costs
 - f. Traveling Costs
 - g. Overtime Costs
 - 8. Supportive documents to back up direct general staff and indirect summary costs for the invoice period. Such items shall include:
 - a. Name of Person
 - b. Person's Title
 - c. Number of Regular Hours
 - d. Description of tasks performed
 - e. Its respective associated Fringe, Overhead, Admin, Tax, and Traveling Costs
 - f. Description of support services (review, meetings, permit process, field work, etc.) for that period. For example: Review of UG13 street improvement plans
 - g. Number of OT charges
 - h. City Department representative signature at the bottom of the sheet verifying that the people/ hours charging time to the Project is accurate
 - 9. Overtime costs shall be identified in invoicing with a copy of LACMTA authorization for overtime. Please see below for authorization process.
 - 10. Organizational chart showing all staff
 - 11. Resolution ladder for the Project

All overtime shall be required to be approved by the Project manager from LACMTA or an authorized representative from LACMTA. It shall be the invoice's responsibility to obtain approval for OT via email prior to overtime occurring. A copy of the email shall be attached to the invoice.

12.5 Audit and Inspection

The parties shall comply with the audit and inspection provisions of the C&M Agreement.

48

Rosecrans/Marquardt Grade Separation _____ 2018

ARTICLE 13 RESOLUTION OF DISPUTES

13.1 Attempt to Resolve

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. Any dispute that cannot be settled through direct negotiation may be resolved pursuant to Section 13.2 below.

13.2 Dispute Resolution

In the event of any dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Party hereunder, prior to the commencement of any other form of dispute resolution (which shall be limited to that set forth in this Section 13.2), a Party shall first give a written notice (a "Dispute Notice") to the other Party, setting forth the nature of the dispute. The Parties shall attempt in good faith to resolve the dispute by submitting the matter to mediation administered by JAMS. All parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. If the dispute has not been resolved by mediation as provided above within thirty (30) days after delivery of the Dispute Notice, then the dispute shall be the dispute shall be submitted to final and binding arbitration in California, administered by JAMS in accordance with the then-existing JAMS Streamlined Arbitration Rules and Procedures for commercial dispute, and electing the Final Offer (or Baseball) Arbitration Option pursuant to Rule 28 (or its successor). Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Unless otherwise ordered by the arbitrator, the arbitrator's expenses shall be shared equally by the parties. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Party except (a) an action to compel arbitration pursuant to this Section 13.2 or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 13.2.

Neither the pendency of a dispute nor its consideration by personnel of a Party will excuse any Party from full and timely performance in accordance with the terms of this Agreement. Each Party shall continue to comply with its obligations under this Agreement during the resolution of any dispute hereunder.

13.3 Prevailing Party

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13.4 Implementation

Each Party promptly will take any action required of it in order to implement an agreed upon Dispute resolution.

13.5 Cooperation

The Parties shall diligently cooperate with each other to ensure an efficient and expeditious resolution to each Dispute, if possible.

13.6 Incorporation of Subcontracts

In order to ensure the timely completion of Rearrangements, City shall include the foregoing or equivalent provision in its agreements with contractors, materials suppliers, equipment renters and others who are involved in effecting Rearrangements.

ARTICLE 14 FEDERAL AND OTHER REQUIREMENTS

This Agreement may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, as to certain Transit Projects, and as such, is subject to all Federal requirements, including and not limited to the following terms and conditions:

14.1 Audit and Inspection

City agrees to comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to City). City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, State of California, and any other government agency providing funding or oversight on the Project, to inspect, audit and copy, during normal business hours and upon reasonable

Rosecrans/Marquardt Grade Separation 2018

notice, all cost and other relevant records r elating to performance by City, its contractors and subcontractors under any Work Plan or Work Order issued to City for the Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the accepted completion of all Rearrangements for the Project, or such later date as is required by the rules and regulations of any such government agency (provided that LACMTA gives reasonable notice of such later date to City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Section, City represents and warrants that such records are accurate and complete. City shall include in any contracts it enters into for the performance of work hereunder the above requirements and require its contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

14.2 Interest of Members of Congress

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

14.3 Prohibited Interests

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, noncontractual, financial or otherwise in this transaction, or in the business of City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

14.4 Equal Employment Opportunity

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment

Rosecrans/Marquardt Grade Separation

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.5 Small Business Enterprise

In connection with the performance of this Agreement, City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that small business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14.6 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

14.7 Non-Discrimination

Without limiting any other provisions of this Article 9, City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by Federal, State or local Governmental Authorities.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Approvals; Further Documents and Actions

15.1.1 Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, **"Approval**") required or permitted to be given by any Party hereto pursuant to this Agreement:

(a) Must be in writing to be effective (except if deemed granted pursuant hereto);

(b) Shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) Shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement commencing upon actual receipt by the Party from which an Approval is requested or required of a request for Approval from the requesting Party.

15.1.2 The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

15.2 Notices

15.2.1 Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To the City: Raymond R. Cruz, City Manager City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 T. (562) 868-0511

With copies to: Yolanda M. Summerhill, City Attorney City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 T. (562) 868-0511

Noe Negrete, P.E. Director of Public Works & City Engineer, City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 T. (562) 868-0511

To LACMTA:

Jeanet Owens, Senior Executive Officer LACMTA Regional Rail One Gateway Plaza Los Angeles, CA 91012 T. (213) 922-6877

Rosecrans/Marquardt Grade Separation _____ 2018

With copies to: Greg Levine, County Counsel One Gateway Plaza, 24th Floor Mail Stop 99-24-2 Los Angeles, CA 90012 T. (213) 922- 2551

Any notice or demand required shall be given (a) personally, (b) by certified, registered mail, postage prepaid, or return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) Days after deposit in the United States mail. City or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

15.2.2 The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by the LACMTA Representative and the City Representative.

15.3 Assignment; Binding Effect

No Party shall assign its interest in this Agreement without prior consent of each of the other Parties. Any assignment purported to be made without the written consent of all the Parties shall be void and unenforceable. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

15.4 Waiver

The failure of any Party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

Rosecrans/Marquardt Grade Separation _____ 2018

15.5 Amendment; Entire Agreement; Modification

This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by all Parties.

15.6 Elements of Essence

In accomplishing all work and performing all other acts required under this Agreement, time, and public health, safety, and welfare are of the essence.

15.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and City for default in performance under this Agreement are in addition to any other rights or remedies provided by law.

15.8 Bonds/Fees.

Except as specifically agreed to in this Agreement and as prepared for this Project and subject to applicable Law, City waives and relinquishes all of its requirements, if any, to seek or obtain bonds, fees or other security or payments from LACMTA or its contractors in the performance of its obligations under this Agreement.

15.9 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

15.10 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

15.11 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

Rosecrans/Marquardt Grade Separation _____ 2018

15.12 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

15.13 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Any fully executed copy of this Agreement shall be deemed an original for all purposes.

15.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military LACMTA, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction.

15.15 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

15.16 Benefit: Third Party Beneficiaries

Except as provided below, no provisions of this Agreement shall create any thirdparty beneficiary hereunder, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. CHSRA is express third party beneficiary of the obligations of City under Article 7 and Section 10.1.2 of the Agreement and shall have the right to enforce such obligations directly. In addition, City agrees for the express benefit of CHSRA not to take any action, without the prior written approval of CHSRA, , that would preclude or make materially more complicated or expensive, the future use of the railroad right of way under the Overpass by CHSRA. CHSRA shall have the right to directly enforce this obligation of City.

15.17 Survival

The representations, warranties, indemnities and waivers set forth in this Agreement shall survive the termination, for any reason whatsoever, of this Agreement.

15.18 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiations with respect to the terms of this Agreement. Any and all prior agreements, understandings or representations relating to the transactions referred to in this Agreement are hereby terminated and canceled in their entirety and are of no further force and effect.

15.19 Funding Entities

The Parties mutually agree to assist each other in identifying and securing funds for the Project, including, without limitation, from the Funding Entities. The City and LACMTA shall work jointly with the Funding Entities to optimize funding alternatives for the Project.

15.20 Community Commitments

The Parties agree that commitments made to the community shall be incorporated into the Project subject to the availability of funding.

15.21 Authority of Parties

Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement. IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as of the date first set forth above.

CITY OF SANTA FE SPRINGS By: Ja Sarr Mayor Date:

APPROVED AS TO FORM: By: Yolanda M. Summerhill

City Attorney

87, 2018 Date

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By: Greg Levine, Deputy County Counsel Date

ATTEST Bv: het Martinez, City Clerk

6-21-18

Date:

LEGAL\34738711\3 Cooperative and Funding Agreement LACMTA and City of Santa Fe Springs Rosecrans/Marquardt Grade Separation _____ 2018

EXHIBIT A Rosecrans/Marquardt Project Location Map



LEGAL\34738711\3 Cooperative and Funding Agreement LACMTA and City of Santa Fe Springs Rosecrans/Marquardt Grade Separation _____ 2018

FIRST AMENDMENT TO COOPERATIVE AND FUNDING AGREEMENT FOR THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT BY AND BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF SANTA FE SPRINGS

This First Amendment ("Amendment") is made and entered into this 2nd day of May 2023, by and between the City of Santa Fe Springs ("City") and Los Angeles County Metropolitan Transportation Authority ("LACMTA").

WHEREAS, on July 13, 2018, the City and LACMTA entered into a Cooperative and Funding Agreement ("Agreement") in connection with the Rosecrans/Marquardt Grade Separation Project ("Project"); and

WHEREAS, the City and LACMTA desire to amend the Agreement to provide for the City to contract for flagging services for the Project as determined by LACMTA; and

WHEREAS, the parties agree that LACMTA will reimburse the City for any such flagging services; and

WHEREAS, the parties further agree that the ability of the City to contract for flagging services will not be effective until the execution of this Amendment by both parties.

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

1. Section 2.11.9 is hereby added to the Agreement as follows:

"2.11.9 <u>Flagging Services</u>: Upon request and as determined by LACMTA, the City shall contract for flagging services for the Project. LACMTA hereby agrees to reimburse the City, in an amount not to exceed One Million Dollars (\$1,000,000), for all such flagging services. LACMTA shall reimburse the City for the flagging services in accordance with Section 8.1 of this Agreement. In addition to LACMTA's indemnity obligations in Section 10.1, LACMTA hereby agrees to indemnify, defend and hold harmless City, its officers, City Council members, officials, board and commission members, agents and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's contracting for flagging services."

2. Section 8.1 is hereby amended as follows:

"8.1 Reimbursements to City

LACMTA shall reimburse City for services performed in accordance and pursuant to Sections 2.11.9 and 2.12.5 in the manner provided by this Agreement. Except

with respect to Betterments, the issuance of a Work Order shall obligate LACMTA to reimburse City in the manner provided by this Agreement. The term "Cost" shall mean the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to LACMTA as provided in this Agreement. Direct costs shall include allowable direct labor costs spent specifically for work performed under this Agreement by approved and designated positions and/or individuals. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts. Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from LACMTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by the City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to this Agreement with respect to such work."

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

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

CITY OF SANTA FE SPRINGS

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Juanita Martin, Mayor Date: _____

Date:		

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM: County Counsel

Ivy M. Tsai, City Attorney

City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Los Nietos Park Playground Improvements Project – Final Payment

RECOMMENDATION

- Approve the Final Payment to Miracle Recreation of Dallas Texas for the full amount of \$410,441.61 for the subject project; and
- Authorize the Interim Director of Public Works to approve the Miracle Recreation invoice No. 849573 for Purchase Order No. 2220110 as the Final Payment for this playground improvement project (PW220103).

BACKGROUND

In 1992 and 1996, LA County voters approved an annual assessment on parcels of real property within the County (Prop A) for the purpose of development, acquisition, improvement, restoration, and maintenance of parks, recreational, cultural and community facilities, and open space lands within the County. This proposition established the LA County Regional Park and Open Space District (RPOSD) to work with park agencies, community organizations and the general public to gain insight and recommend effective implementation of Prop A. As Prop A came to an end, LA County started a Countywide Parks and Recreation Needs Assessment (PNA) to determine park needs countywide. Measure A was approved in 2016 to fund the areas in need from the PNA through an annual tax allocation or grant.

Measure A funds were used to improve the Los Nietos Park playground, as the community expressed the need for new playground equipment. The project consisted of the removal of all existing playground equipment, wood chips, and the expansion of the playground footprint to accommodate 2-5 Year and 5-12 Year Old equipment zones. The construction of new sidewalk/curbs around the north end of the playground, relocation of a light pole, installation of artificial turf as walking surface, removal/replacement of benches/trash receptacles and the restoration of impacted landscaping was also part of the scope of work.

The original scope of work included furnishing and the installation of new trees in the event the playground expansion compromised the existing trees. However, Staff is happy to report that all of the existing trees were protected, and the invoice reflects that cost savings.

FISCAL IMPACT

The construction cost (\$410,441.61) of the project will be covered by funding allocations that have been accrued through Measure A. The project costs are as follows:

ITEM		AMOUNT
Construction		\$ 410,441.61
Engineering		\$ 10,000.00
Inspection		\$ 15,000.00
Contingency		\$ 36,700.00
	Total Project Cost:	\$ 472 141 61

Report Submitted By:

Yvette Kirrin Interim Director of Public Works Date of Report: April 27, 2023

PROJECT FUNDING		AMOUNT
Measure A		\$ 410,441.61
Utility User Tax Fund		\$ 61,700.00
	Total Project Funding:	\$ 472,141.61

The total project cost including construction, design, engineering, and contingency, is approximately \$472,141.61. The project has sufficient funds, and the City will be reimbursed via Measure A funds in the amount of \$410,441.61.

INFRASTRUCTURE IMPACT

The Los Nietos Park Improvements project improves the aesthetics of the Los Nietos Park playground and creates a fun environment for park patrons.

Tom Hatch Interim City Manager

Attachments:

- 1. Resolution No. 9745
- 2. Miracle Recreation Invoice No. 849573
- 3. PO No. 2220110

RESOLUTION NO. 9745

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR THE LOS NIETOS PARK PLAYGROUND IMPROVEMENTS PROJECT

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the the City of Santa Fe Springs to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Santa Fe Springs must comply with; and

WHEREAS, the City of Santa Fe Springs will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SANTA FE SPRINGS HEREBY:

- 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and
- 2. Certifies that City of Santa Fe Springs understands the assurances and will comply with the assurances in the application form; and
- 3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

APPROVED and ADOPTED this 7th day of December, 2021 by the following vote:

AYES: Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora

APPROVED: 12/7/2021 ITEM NO.: 14

NOES:	None
ABSENT:	None
ABSTAIN:	None

John M. Mora, Mayor

i hereby certify, under penalty of perjury, that this is a true and correct copy of the original document that is on file in this office consisting of $\underline{\sim}$ page(s).

Executed in the City Clerk's Office of the City of Santa Fe Springs, California on Dec 13,

C Attest:

Clerk, City of Santa Fe Springs

ATTEST:

Janet Martinez, CMC, City Clerk



MIRACLE RECREATION PO BOX 734154 DALLAS, TX 75373-4154 Tax ID: 43-1595099

CUSTOMER ACCOUNT NO.	INVOICE NO.
9067A01	849573
INVOICE DATE	PAYMENT TERMS
11/11/2022	NET 30
TOTAL DUE	WORK ORDER NO.
\$410,441.61	MR00148229
CURRENCY	P.O. NUMBER
USD	2220110

INVOICE

BILL TO:

SHIP TO:

ORTCO 2163 N GLASSEL AVE ORANGE, CA 92865

CITY OF SANTA FE SPRINGS FINANCE DEPT. 11710 E. TELEGRAPH RD SANTA FE SPRING, CA 90670

	Thank	you, we appreciate yo	our business!			
		END USER		CONTRACT TYPE	CONTRACT R	EFERENCE
	CITY O	F SANTA FE SPRINGS	5	SOURCEWELL (NJPA)	1797	74
	MARK FOR			SOLD BY		
		DS NIETOS PARK		R0052-MIRACLE PLAYGROUND	SALES OF SOUTHERN CA	ALIFORNIA LLC
QTY ORDERED	QTY SHIPPED	PART#	LINE	DESCRIPTION	NET UNIT PRICE	EXT. PRICE
1	1	714902	CLIMBER LITTLE DIPF	PER WEBSCAPES	\$5,136.00	\$5,136.00
1	1	714999Z	INSTALLATION KIT KC	NO PRICE	\$0.00	\$0.00
1	1	7188522	SWING ARCH 3 1/2" O	D FRAME 2 SEATS REQ	\$1,488.00	\$1,488.00
1	1	7188522HHX	ADD-A-BAY ARCH 3 1/	2" OD FRAME	\$945.00	\$945.00
1	1	787003	MREC WELCOME SIG	N 5-12YR	\$700.00	\$700.00
1	1	925920Z	TOUCH UP PAINT - FF	REE STANDING	\$0.00	\$0.00
2	2	MRPQ306Q	SG306P BENCH CONTEMP 6'(1.83M) SM		\$519.00	\$1,038.00
2	2	MRPQL32	RECEPT W/SM POST W/FLAT LID		\$597.00	\$1,194.00
3	3	7145029	DECK SQUARE ATTAC	CHES TO 4 POSTS	\$1,223.00	\$3,669.00
4	4	7145493	POST 5"OD 11 GA WA	LL X 112" 3' DECKS	\$327.00	\$1,308.00
4	4	7145506	POST 5" OD X 243" FOR 6'6" DK W/TOPPER		\$561.00	\$2,244.00
4	4	714552	POST 5"OD X 136" 3'-5' DECKS		\$375.00	\$1,500.00
1	1	7146384U	SLIDE GROOVE II VOF	RTEX 4' DECK	\$1,971.00	\$1,971.00
1	1	71466920PFR	PLAYCOVER PYRAMI	D 20 X 20 F/KC SQ DK FR	\$9,085.00	\$9,085.00
1	1	7147155	PANEL JUMP 5' DECK		\$1,189.00	\$1,189.00
1	1	714720	CLIMBER OUTRIGGER 5' & 6'6" DECK		\$2,270.00	\$2,270.00
1	1	71474859U	SLIDE TYPH II 6'2" 360DEG DOMED (5' DK)		\$7,206.00	\$7,206.00
1	1	7147554	CLIMBER HONEYCOMB 4' DECK		\$1,805.00	\$1,805.00
2	2	7148109	STAIR BETWEEN DEC	KS ADA 1' RISE MT II	\$1,354.00	\$2,708.00
1	1	714815	LADDER VERTICAL 5' DECK		\$862.00	\$862.00
PL	PLEASE REMIT ALL PAYMENTS TO: TO VIEW OR PAY ONLINE: SALES AMOUNT					

PLEASE REMIT ALL PAYMENTS TO:		TO VIEW OR PAY ONLINE:	SALES AMOUNT	
АСН	СНЕСК	https://playpower.billtrust.com	DISCOUNT AMOUNT	
JPMorgan Chase Bank	MIRACLE RECREATION EQUIPMENT	ENROLLMENT TOKEN:	PREPAID AMOUNT	
Account: 20000000011647 Routing: 028000024	PO BOX 734154 DALLAS, TX 75373-4154	BZT HLG ZSZ	SALES TAX	
			FREIGHT	
EMAIL REMITTANCE TO: accounts.receivable@playpower.com			TOTAL	

1.25% CHARGE PER MONTH FOR PAST DUE INVOICES – PLEASE ENCLOSE DUPLICATE COPY OF INVOICE WITH PAYMENTS BY MAIL For questions – please email us at **accounts.receivable@playpower.com**; to expedite your request, please include your customer number in the email. For a copy of product terms and conditions, please visit our website: **http://www.miracle-recreation.com**



MIRACLE RECREATION PO BOX 734154 DALLAS, TX 75373-4154 Tax ID: 43-1595099

CUSTOMER ACCOUNT NO.	INVOICE NO.
9067A01	849573
INVOICE DATE	PAYMENT TERMS
11/11/2022	NET 30
TOTAL DUE	WORK ORDER NO.
\$410,441.61	MR00148229
CURRENCY	P.O. NUMBER
USD	2220110

INVOICE

BILL TO:

SHIP TO:

ORTCO 2163 N GLASSEL AVE ORANGE, CA 92865

CITY OF SANTA FE SPRINGS FINANCE DEPT. 11710 E. TELEGRAPH RD SANTA FE SPRING, CA 90670

Thank you, we appreciate your business!						
		END USER		CONTRACT TYPE	CONTRACT R	EFERENCE
	CITY OF SANTA FE SPRINGS		SOURCEWELL (NJPA)	1797	74	
	MARK FOR				SOLD BY	
QTY		DS NIETOS PARK		R0052-MIRACLE PLAYGROUND	SALES OF SOUTHERN C/	ALIFORNIA LLC
ORDERED	SHIPPED	PART#	LINE	DESCRIPTION	NET UNIT PRICE	EXT. PRICE
1	1	71485139	TRANSFER POINT SQ	UARE 3' DECK	\$3,387.00	\$3,387.00
1	1	714900P1	STEERING WHEEL (P	OST MOUNT)	\$195.00	\$195.00
1	1	7149071U	SLIDE "L" RH VORTEX	ROCKITE 3' DECK	\$1,419.00	\$1,419 <u>.</u> 00
1	1	787001	MREC WELCOME SIG	N 2-5YR	\$700.00	\$700.00
1	1	925961	THUMB DRIVE 2GB - N	/REC	\$0.00	\$0.00
1	1	926021	MREC CARD F/THUME	3 DRIVE	\$0.00	\$0.00
1	1	INSTALL BOOK	INSTALL BOOK FOR F	PORDERS	\$0.00	\$0.00
1	1	926458	LABEL, GENERATION SWG, 2YR-12YR, MR		\$0.97	\$0.97
1	1	INSTALL	CONTRACT INSTALLA	TION	\$249,103.44	\$249,103.44
1	1	2740	INCLUSIVE SWING SE	AT W/CHAIN 8'	\$1,316.00	\$1,316.00
1	1	2760	GENERATION SWING	SEAT ASSEMBLY MREC	\$1,072.00	\$1,072.00
2	2	2840	SLASHPROOF SEAT W/CHAIN (8' T/R)		\$134.00	\$268.00
1	1	3061	CYCLO CONE BASE C	LIMBER	\$13,602.00	\$13,602.00
1	1	4501	CONCERTO TALL CHI	MES	\$5,129.00	\$5,129.00
1	1	4502	CONCERTO VIBES		\$5,113.00	\$5,113.00
1	1	4508	CONCERTO FIVE-CONGAS		\$3,802.00	\$3,802.00
1	1	4533	MM DYNAMICS LAB		\$6,041.00	\$6,041.00
1	1	4534	MM GRAND GALLERY		\$15,104.00	\$15,104.00
2	2	7145039	DECK 1/2 HEX FULL A	TTCHS TO 4 PSTS MT II	\$1,625.00	\$3,250.00
1	1	71451709	DECK HEPTAGON W/	OPN CNTR ATTA TO 7 POSTS	\$4,999.00	\$4,999.00

PLEASE REMIT ALL PAYMENTS TO:		TO VIEW OR PAY ONLINE:	SALES AMOUNT	
АСН	СНЕСК	https://playpower.billtrust.com	DISCOUNT AMOUNT	
JPMorgan Chase Bank	MIRACLE RECREATION EQUIPMENT	ENROLLMENT TOKEN:	PREPAID AMOUNT	
Account: 20000000011647 Routing: 028000024	PO BOX 734154 DALLAS, TX 75373-4154	BZT HLG ZSZ	SALES TAX	
			FREIGHT	
EMAIL REMITTANCE TO: accounts.receivable@playpower.com			TOTAL	

1.25% CHARGE PER MONTH FOR PAST DUE INVOICES – PLEASE ENCLOSE DUPLICATE COPY OF INVOICE WITH PAYMENTS BY MAIL For questions – please email us at **accounts.receivable@playpower.com**; to expedite your request, please include your customer number in the email. For a copy of product terms and conditions, please visit our website: **http://www.miracle-recreation.com**


Tax ID: 43-1595099

INVOICE NO.
849573
PAYMENT TERMS
NET 30
WORK ORDER NO.
MR00148229
P.O. NUMBER
2220110

INVOICE

BILL TO:

SHIP TO:

ORTCO 2163 N GLASSEL AVE ORANGE, CA 92865

CITY OF SANTA FE SPRINGS FINANCE DEPT. 11710 E. TELEGRAPH RD SANTA FE SPRING, CA 90670

	Thank	you, we appreciate yo	our business!				
		END USER			CONTRACT TYPE	CONTRACT R	EFERENCE
	CITY OF SANTA FE SPRINGS				SOURCEWELL (NJPA)	1797	4
	MARK FOR				SOLD BY R0052-MIRACLE PLAYGROUND SALES OF SOUTHERN CALIFORNIA LI		
QTY		DS NIETOS PARK					
ORDERED	SHIPPED	PART#		LINE	DESCRIPTION	NET UNIT PRICE	EXT. PRICE
6	6	7145508	POST 5" OD X	252" FO	R 8' DECK W/TOPPER	\$777.00	\$4,662.00
5	5	714553	POST 5"OD X	160" 5'6"	-6'6" DECKS	\$414.00	\$2,070.00
2	2	714554	POST 5"OD X	178" 7'-8	' DECKS	\$507.00	\$1,014 <u>.</u> 00
1	1	7146386U	SLIDE GROOVE II VORTEX 6' & 6'6" DECK			\$2,455.00	\$2,455.00
1	1	7146616	DNA CLIMBER (6'6" DECK)			\$4,602.00	\$4,602.00
1	1	71466737	PHYZICS BUT	TRESS F	ROPE CLIMBER (6' HEPT)	\$7,039.00	\$7,039.00
1	1	714669626FR	PLAYCOVER 2	26 FT HE	X F/KC HEX DK FR	\$9,955.00	\$9,955.00
1	1	7146786	BACKTRACK CLIMBER (6'6" DECK)			\$5,106.00	\$5,106.00
1	1	71471311	SENSORY PANEL TEXTURED STAR CIRCLE			\$2,082.00	\$2,082.00
1	1	7147139B	ALEX'S LEMO	NADE S	FAND PANEL BD ONLY	\$1,419.00	\$1,419.00
1	1	71471520	ACTIVITY PANEL FRAME ABOVE DECK			\$459.00	\$459.00
1	1	714715204	A-MAZE-ING PANEL INSERT FOR KC/TC/TCX			\$839.00	\$839.00
2	2	71474969U	SLIDE TYPH 6'6" 405DEG DOMED(6'&6'6" DK		\$7,132.00	\$14,264.00	
1	1	7147632	PANEL TIC-TA	C-TOE		\$1,418.00	\$1,418.00
1	1	7147976	CENTER LADE	DER W/E	NCL (6'6" HEPTA DECK)	\$1,374.00	\$1,374.00
1	1	7148428	CLIMBER SIDE	E-BY-SIC	e grd to 6'6" or 8'dk	\$1,782.00	\$1,782.00
1	1	71485169	TRANSFER PO	DINT SQ	UARE CLSD HR 6'&6'6" DK	\$5,706.00	\$5,706.00
1	1	714900P1	STEERING WH	HEEL (PO	DST MOUNT)	\$195.00	\$195.00
PLE	EASE REMIT	ALL PAYMENTS TO	:	ТО	/IEW OR PAY ONLINE:	SALES AMOUNT	\$427,260.41
АСН		СНЕСК		· · ·	://playpower.billtrust.com	DISCOUNT AMOUNT	\$35,632.17
JPMorgan Chase		MIRACLE RECREATION		EN	ROLLMENT TOKEN:	PREPAID AMOUNT	\$0.00
Account: 2000000 Routing: 0280000		PO BOX 734154 DALLAS, TX 75373-4154			BZT HLG ZSZ	SALES TAX	\$11,050.37
						FREIGHT	\$7,763.00
EMAIL REN	ITTANCE TO: ac	counts.receivable@playpo	wer.com			TOTAL	\$410,441.61

1.25% CHARGE PER MONTH FOR PAST DUE INVOICES – PLEASE ENCLOSE DUPLICATE COPY OF INVOICE WITH PAYMENTS BY MAIL For questions – please email us at **accounts.receivable@playpower.com**; to expedite your request, please include your customer number in the email. For a copy of product terms and conditions, please visit our website: **http://www.miracle-recreation.com**

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	em#	<u> </u>	140	Description/Pa	rtNo	PW ENGINEERING QTY UOM Unit Price Extended Price				Extended Price
	EQUIPMENT FOR PARK LNP									
		LNP PLAY	GROUND E	QUIPMENT			1.0	EACH	\$415,574.98	\$415,574.98
				*** GL SUMMAF	RY ************					
		4053	- 573100		\$415	5,574.98				

By:	Paul	Mahr	
	Director	of Purchas	ing Services

- 1. The vendor shall furnish to the City the labor, materials, equipment or supplies described in the Purchase Order on the reverse side hereof.
- 2. The City shall pay to the Vendor the price, or prices, specified in the Purchase Order upon delivery of the materials, equipment or supplies and acceptance thereof by the City Purchasing Officer, or upon the completion of the work to be performed and acceptance thereof, as specified in the Purchase Order.
- 3. If the Purchase Order is continuing in nature, the City shall pay to the Vendor after the close of each calendar month the amount due Vendor for materials, equipment, or supplies furnished, or work completed and accepted, as herein provided during the preceding calendar month.
- 4. The Vendor shall deliver the materials, equipment or supplies, or cause the work to be performed, within the quantity, time and in the manner specified in the Purchase Order. The Vendor shall be excused in performance for delays resulting from causes beyond the control of the Vendor.
- 5. The Vendor shall indemnify, defend, and hold harmless the City and its officials, contractors, agents, volunteers, and employees from and against any and all liability and expenses including defense cost and legal fees and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising out of the performance of the work hereunder, or by negligent act or omission of the Vendor and of the Vendor's subcontractors, vendors, or suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City. The indemnity shall survive expiration or termination of the Order or final payment thereunder. This indemnity is in addition to any other rights remedies which the City may have under the law or under the contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the City may, at its sole discretion, reserve, retain, or apply any monies due to the Vendor under the contract for the purpose of resolving such claims, provided however that the City may release such funds if the Vendor provides the City with reasonable assurance of protection of City's interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

If performing a service for City, the vendor 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, including without limitation, blanket contractual liability. The City, its officers, officials, agents, and employees shall be added as insureds on the policy For Public Works construction projects, the Vendor is required to secure Worker's Compensation for its employees in accordance with Labor Code Section 3700.

- 6. The Vendor, in the performance of any work or the furnishing of any labor under the Purchase Order, shall be considered as an independent contractor. The Vendor, his agents and employees, shall not be considered as officers or employees of the City.
- 7. The Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a. Assign the Purchase Order, or any interest therein, or any money due thereunder:
 - b. Make any changes, alterations or variations in the terms of the Purchase Order.
- 8. The cost of inspection on deliveries, or offers for deliveries which do not meet specifications, will be charged against the account of the Vendor.
- The Vendor shall indemnify and hold harmless the City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented secret process or invention, article or appliance furnished or used under this Purchase Order.
- 10. The Vendor, in the performance of the terms of the Purchase Order, shall comply with all ordinances, laws and lawful regulations pertaining thereto, and shall obtain and pay for all required licenses and permits.
- 11. No return or exchange of materials, equipment or supplies will be permitted without written approval of the City Purchasing Officer.
- 12. All materials, supplies and equipment in these specifications where applicable, shall be in full compliance with the Safety Orders and regulations of the Division of Industrials Safety of the State of California and the Williams- Steiger Federal Occupational Health and Safety Act of 1970.

EQUAL EMPLOYMENT OPPORTUNITY

13. It is understood and agreed that the Vendor shall comply with all requirements, when applicable, of the California Department of Fair Employment and Housing and the provisions, when applicable, of the Municipal Code of the City of Santa Fe Springs in the performance of any agreement or contract resulting under the Purchase Order.

PREVAILING WAGE

14. For Public Works construction projects, the Vendor shall pay prevailing wage in accordance with the Labor Code Sections 1720 et seq.

ITEM NO. 8G

City Council Meeting

May 2, 2023

CONSENT AGENDA

Backflow Prevention and Cross Connection Control Specialist Services - Professional Services Agreement with waterTALENT

RECOMMENDATION

Approve and authorize the Mayor to execute the Professional Services Agreement with waterTALENT for a Cross Connection Control Specialist.

BACKGROUND

City staff has determined an immediate need for a Backflow Prevention and Cross Connection Control Specialist to assist in bringing the Water Utility's Backflow Prevention Program into full compliance with State regulations, and to help ensure the integrity of the water distribution system and water quality throughout the City. waterTALENT is agreeable to providing Backflow Prevention and Cross Connection Control Specialist services at an hourly rate of \$125.00.

LEGAL REVIEW

The City Attorney has reviewed the Professional Services Agreement with waterTALENT.

m Hatth

Tom Hatch Interim City Manager

<u>Attachments:</u> 1. Professional Services Agreement

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH waterTALENT, LLC

This Professional Services Agreement ("Agreement") is made and effective as of May 3, 2023 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and waterTALENT, LLC, a California limited liability company ("Consultant" or "waterTALENT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. <u>TERM</u>

This Agreement shall commence on May 3, 2023, and shall remain and continue in effect until the services described herein are completed, but in no event later than one year (to May 3, 2024) unless sooner terminated pursuant to the provisions of this Agreement.

2. <u>SERVICES</u>

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

3. <u>PERFORMANCE</u>

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

4. <u>CITY MANAGEMENT</u>

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. <u>PAYMENT</u>

- A. City agrees to pay Consultant monthly upon invoice pursuant to the Fee Schedule attached hereto as Exhibit B and incorporated herein as though set forth in full. This amount shall not exceed Ninety Thousand dollars (\$90,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein,

unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

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

8. <u>OWNERSHIP OF DOCUMENTS</u>

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that

relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

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

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

Right to Withhold Payments. If Consultant fails to provide a deposit or promptly

satisfy an indemnity obligation described herein, City shall have the right to withhold payments under this Agreement to offset that amount.

The obligations of Consultant under this section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

B. Duty to Defend.

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

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorneys' fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under

Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Disability Insurance Compensation, Security. State Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CaIPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CaIPERS benefits.

E. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless and except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

12. <u>LEGAL RESPONSIBILITIES</u>

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. <u>CONFIDENTIALITY/RELEASE OF INFORMATION/CONFLICTS OF INTEREST</u>

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons,

complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verify any response it has reviewed.

C. This provision shall survive the expiration or termination of the Agreement.

16. <u>NOTICES</u>

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

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Jesse Sira
To Consultant:	waterTALENT, LLC 15233 Ventura Blvd., Suite 615 Sherman Oaks, CA 91403 Attention: Tyler Reifert

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only the temporary employee whose resume was proposed herein to be the Cross Connection Control Specialist shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of said temporary employee from Consultant's employ, or as soon as Consultant becomes aware of separation if 14 days' notice is not possible. Should that person leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. <u>UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT;</u> <u>NON-SOLICITATION</u>

City understands that temporary employees of Consultant are assigned to City to render temporary services, and absent agreement to the contrary, are not assigned to become employees of City. City acknowledges that considerable expense is incurred by Consultant to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to such temporary employees.

Accordingly, City will not, without the prior written consent of Consultant, which may be granted or withheld in Consultant's sole discretion, solicit such temporary employee for employment other than through Consultant, interfere with the employment relationship between Consultant and temporary employees, or directly or indirectly cause a temporary employee to transfer to another temporary staffing service.

If City, either directly or indirectly, including through any company or entity within Consultant's control or a company affiliated with City, hires such temporary employee of Consultant as an employee, consultant, independent contractor of City, or utilizes the temporary employee's services through another temporary or outsourcing service during such temporary employee's employment by Consultant or an affiliate of Consultant, or within twelve (12) months after conclusion of this person's temporary assignment by Consultant at City, City agrees to pay Consultant a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this Agreement or, in the case of a direct placement or temp-to-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to temporary employee by City. If the offer to the temporary employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period.

19. <u>LICENSES</u>

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

20. <u>GOVERNING LAW AND VENUE</u>

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

21. ENTIRE AGREEMENT

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

22. <u>SERVICES SCHEDULED/TIME OF COMPLETION</u>

City and Consultant agree that time is of the essence in this Agreement.

23. <u>AMENDMENTS</u>

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

24. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the 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.

25. <u>ATTORNEYS' FEES</u>

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.

26. <u>CONSTRUCTION</u>

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

27. <u>WAIVER</u>

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

28. <u>SEVERABILITY</u>

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.

29. <u>REMEDIES</u>

City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

30. <u>COUNTERPARTS</u>

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.

31. <u>ELECTRONIC SIGNATURES</u>

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.

32. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF SANTA FE SPRINGS

Date:

waterTALENT, LLC

Name:	
Title: _	
Date: _	

ATTEST:

Janet Martinez, City Clerk APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments: Exhibit A Services Exhibit B Fee Schedule Exhibit C Insurance Requirements

EXHIBIT A

SERVICES

Cross Connection Control Specialist Backflow Responsibilities

- Manage and administer the City's Backflow Prevention and Cross Connection Control Program.
- Ensure the City is compliant with Federal, State, and local regulations (EPA, California State Water Board, LA County Dept. of Public Health).
- Mail out monthly test notices at the beginning of each month.
- Enter backflow test results in the computerized database.
- Mail out follow-up and final backflow test notices
- Conduct site visits/meet with property owners to ensure backflow testing requirements are met.
- Conduct field investigations to ensure all backflow prevention devices are in the City's database,

or confirm that the LA County Dept. of Public Health – Cross Connection Control Division has jurisdiction and oversees the testing.

- Conduct field investigations to ensure the City's database is complete.
- Locate and inspect backflow prevention assemblies.
- Perform routine field backflow inspections.
- Specify and inspect device installation.
- Complete reports of work performed daily.
- Maintain, install, and test backflow prevention assemblies as needed.
- Maintain backflow testing files and records.

Cross Connection Control

- Perform site inspections.
- Investigate cross-connection hazards.
- Work with LA County Dept. of Public Health inspectors to coordinate and conduct cross connection surveys.
- Work with other City departments and Santa Fe Springs Fire Department to ensure regulatory compliance.

Other Duties

- Assist in the administration and coordination of special events, trainings, programs or projects.
- Develop or assist in developing reports, presentations, correspondence, informational brochures, flyers, and promotional materials regarding backflow prevention and cross connection control.

Knowledge, Skills, Licenses

- Knowledge of the principles, construction, and operation of cross connection control devices; of basic hydraulics as applied to a water distribution system; of common hand tools.
- Knowledge of Water Quality regulations and sampling requirements.

- Skill in performing construction project inspections; in preparing clear and concise oral or written reports.
- Experience in compiling data and creating and submitting reports to regulatory agencies.
- LA County/AWWA Backflow Tester Certification.
- AWWA Cross Connection Control Specialist Certification.
- SWRCB Water Distribution 3 Certification.
- SWRCB Water Treatment 2 Certification.

EXHIBIT B

FEE SCHEDULE

Included Insurance

- \$5M Minimum Unencumbered General Liability
- \$1M Commercial Auto Insurance; Non-Owner Vehicle
- \$5M Professional Liability
- \$5M Pollution Liability
- \$1M Worker's Compensation Insurance
- \$1M Excess Liability Umbrella Insurance

Included Services

- Payroll and compliance services
- Cell phone for real-time tracking and payroll
- Mileage

Table 1 – waterTALENT F	ee Schedule
Operator	Regular Rate
waterTALENT and City of Santa Fe Springs – Cross Connection Control Specialist – Candidate 1	\$125/hr

Overtime:

Workweeks are defined as 5 days @ 8 hours per day, Monday - Sunday. Overtime hours, according to the State of California, are defined as any work in excess of eight (8) hours in one normal workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek. These overtime hours shall be billed at the rate of no less than one and one-half (1.5) times the regular rate of pay. If Operator works more than 12 hours in any workday or works any time in excess of eight hours on the seventh consecutive day of work in a workweek, hours shall be billed at two (2.0) times the regular rate. If Operator is expected to work on a federally declared/observed holiday, Operator's hours shall be billed at a rate of 1.5x for all standard hours worked up to 8 in a single day or 40 in a week, as well as 2.0x for any hours worked over 8 in a single day or over 40 hours in a week, as well as over eight hours on the seventh consecutive day of work in a workweek.

On-Call Support:

If an Operator is expected to provide On-Call support the following billing shall take place:

- Standby On-Call: if waterTALENT Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time shall be billed as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time shall be billed as two (2) regular hours of time. Note: standby billable hours do not accrue towards overtime.
- Activated On-Call: if waterTALENT Operator is called out to respond to a system alarm or emergency after hours to Client system, then this time shall be billed at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate amount of hours to constitute overtime.

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with 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.

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

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

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

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

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

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

Other provisions or requirements

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

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants, as specified in this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

Primary/noncontributing. Coverage provided by Consultant, including all endorsements, shall be primary. Any insurance or self-insurance procured or maintained by the City shall be in excess of Consultant's insurance and shall not 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.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

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

premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by Consultant.

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to the City and approved of in writing.

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

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

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

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

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



CONSENT AGENDA

Authorize the Purchase of One (1) 2023 Electric Ford Transit Van from A-Z Bus Sales and Appropriate \$106,900 from AQMD Funds to Fund this Purchase

RECOMMENDATION

- Authorize the purchase of (1) Electric Ford Transit Van by awarding an order to A-Z Bus Sales; and
- Appropriate \$106,900 from AQMD funds to fully fund this purchase; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$106,900 to A-Z Bus Sales.

BACKGROUND

As California moves to zero-emission vehicle (ZEV) sales requirements, we have an opportunity to enter into Southern California Edison's (Edison) Charge Ready Program for vehicles over 6,000 pounds and commence the process of electrifying our fleet. For the opportunity to enter the Charge Ready Program we need to document we are purchasing ZEV's. Approval of this agenda item and its associated purchase order would provide the necessary documentation to begin the application process.

The Edison Charge Ready program offers low or no-cost infrastructure installation and rebates. Once accepted into the program, Edison will conduct a site assessment at the Municipal Services Yard and determine the necessary requirements to run the infrastructure for power. The City would be responsible for the purchase and installation of the associated charging stations which also qualify for AQMD funding.

This ZEV will be assigned to the Public Works Transportation division, and as a ZEV it qualifies for AQMD funds.

The Director of Purchasing Services recommends awarding this order to A-Z Bus Sales based on the lowest received bid.

Vendor	Quoted Price
A-Z Bus Sales	\$106,806.65
Sunset Vans	\$125,690.39
Gilmar Automotive Group	No Bid
National Auto Fleet	No Bid
Tom's Truck Center	No Response
Fairway Ford	No Response
Central Sales & Leasing	No Response
Report Submitted By: Paul Martinez	Date of Report: Apri



City Council Meeting

May 2, 2023

FISCAL IMPACT

There is no impact to the general fund as funds to purchase this vehicle will be taken from AQMD funds which are designated for emission reduction programs.

Tom Hatth

Tom Hatch Interim City Manager

Attachment(s):

- 1. A-Z Bus Sales Quote
- 2. Sunset Vans Quote

Report Submitted By: Paul Martinez

		ALES	SA	ALES A	GRE	EMENT
Legal Name:		Santa Fe S	prings		Date:	4/25/2023
	11710 E. Teleg		County:			
	Santa Fer Spri	ngs	State:	CA Zip Code:	90670	
	Joe Barrios	antafesprings.org	Office: Cell:		Fax:	
Sales Representative		Crockett	Payment 7	уре:		
A/P Contact Name:		Ph#	Trade			
					STOC	K#
		QUOTA	TION SUM	MARY		
Vehicle Description:						Price
NEW 2023 Ford OEM N						\$ 100,650.00
68kWh Useable Energy High 15 Passenger Shuttle, Ford C						
(\$7,500) Ford OEM Electric F			ling all Fiviv55	resung,		
		Days and subject to pricing	changes and	option availability until	executed by the cus	tomer.
		SPECIFIC	-	· -		
Model Year	2023	Make:	Ford		Model:	eTranit
Туре:	Electric	Chassis:	Ford Transi	t V	/heelchair Lift Type:	NA
Passenger Capacity:	14 + Driver	Wheelbase:	148"		mber of Tie Downs:	NA
Seat Fabric: Air Conditioning System:	Vinyl Front and Rear	Engine: GVWR:	68kWH Elect 9,500	ric	Alternator: Other:	
Exterior Color/Graphics:	FIULIL dilu Kedi	Body Length:	9,000			120 Days ARO (for on order unit)
Extendi obion druphics.		SALES ORDE	R		Estimated Benvery.	4/25/2023
	chicle as Specified		100,650.00	Vehicle Delivery	Address:	
Deal	ler Added Options		-			
	Total Cash Price	\$	100,650.00			
ADA Equipment Amo	ount (non-taxable)	¢	80.00	DMV Registration	Information	
	al Taxable Amount		100,730.00	Register to Name		
	Santa Fe Springs	10.50%	10,576.65	Register to Addre		
Esti	imated DMV Fees		3,000.00			
	Electric Rebate		(7,500.00)	Lien H		
	livery to Customer otal Price Per Bus		- 106,806.65	Lien Holder Name Lien Holder Addr:		
	Quantity	φ	100,000.05		ration Type 🛛 🛋	
Total Sa	ales Order Amount	\$	106,806.65		adon (Jpc —	
	ash Deposit					
	rade In Allowance		-			
	Deposits/Trade Ins		- 106,806.65			
	is inclusive all infor the complete and ex y dealer; this sales of	mation contained herein and xclusive statement of the term order may be terminated by th	Addendum attac as of the agreem	ent relating to the subject	matters covered here All pricing is inclusiv	
Representative		Date		Purchase		Date
				Print Name	Ti	itle

SALES AGREEMENT

Legal Name:	Santa Fe Springs			Date:	4/25/2023		
Address:	11710 E. Telegraph Road	County:					
City:	Santa Fer Springs	State:	CA	Zip Code:	90670		
Contact:	Joe Barrios	Office:		_	Fax:		
Email Address:	<u>JoseBarrios@santafesprings.org</u>	Cell:					
Sales Representative	Cole Crockett	Payment Ty	/pe:				
A/P Contact Name:	Ph#	Trade	Ins:				
					STOC	(#	

TERMS AND CONDITIONS OF SALE

1. <u>TRADE-IN(S)</u>. Purchaser shall deliver trade-in(s) in the same condition as at time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchaser represents that each bus shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. <u>TERMS OF PAYMENT</u>. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. CANCELLATION. Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation charges and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs. (Purchaser's Initials)

4. <u>SALES AND OTHER TAXES</u>. Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the bus(es) purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchasers responsibility and further agrees to promptly pay any such taxes.

5. <u>DELIVERY</u>. All buses furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. <u>TECHNICAL CHANGES</u>. Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the bus(es) at any time without obligation to make such changes in other buses previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the bus. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

8. <u>TITLE AND REMEDIES</u>. Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the bus(es) subject to this order.

9. GENERAL. Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

Agreement is non-binding and signature below means we are simply holding unit until after Santa Fe Springs' Board Meeting

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERHCANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Signer represents, on behalf of Purchaser, that he Accepted and Agreed by:	e/she is duly authorized by Purchaser to bind Purchaser in this agreement.	
	Signature	(Date)

Signor's Name and Title:	Signor's	Name	and	Title:
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(Must be an officer of the company authorized to approve capital purchases.)

INTRODUCING SUNSET VANS

A leading manufacturer of wheelchair accessible vans, and a preferred vendor for many of the largest healthcare facilities, transportation companies, and adult day care centers in the United States.



SLNSETVANS

SALES QUOTE QUO-63113-9VXOR6

Customer Information

Sold To: City of Santa Fe Springs Edward Andrade Phone: (562) 409-7500 Email: EdwardAndradeII@santafesprings.org

Bill To: City of Santa Fe Springs Edward Andrade

Santa Fe Springs, CA 90670

Ship To: City of Santa Fe Springs Edward Andrade

Santa Fe Springs, CA 90670

Vehicle Information

Make: Ford Model: Transit Year: 2023 VIN: Mileage:

Quote Information

Delivery: Quote Created On: 4/19/2023 *Prices Subject to Change Without Notice

Sunset Vans Sales Contact

Curtis Gonzalez Phone: (951) 667-7603 Email: cgonzalez@sunsetvans.com

Sunset Vans Address

Sunset Vans Inc. 1301 Pomona Road, Corona, CA 92882

Customer Notes

Transit Full Size

Name	Qty	
Freedman Custom Premium Fixed 3-Point Seat w/ Removable Base Mounted for Removable Seating	13	
Extra Long HR Conversion Package (2023)	1	
34X51 Braun NCL919FIB-2 800LB - Fully Automatic ADA Lift 403/404 Complaint	1	
Ford Transit 350 EL Cargo Van High Roof 148 WB Electric Driveline	1	
Rows of bolted "L" track (holds 2 wheelchairs)	1	
Tie down straps for 2 wheelchairs 30/20 Tested DOT approved	1	
Interior dome lights (On/Off switch)	1	
Wheelchair lift light	1	
3/4 in sub floor with heavy duty Altro Flooring	1	
ABS interior kit (medium grey walls and roof liner both with insulation)	1	
Rear A/C and heat with in dash fan speed control in roof (OEM)	1	
Interlock for lift, brake, transmission, lift door	1	
Vehicle Backup Alarm	1	
Seat reinforcement kit	1	
Sign kit (Interior, Watch your step, No smoking, Emergency exit, All passengers must shall seat belts)	1	
Shoulder belt reinforcement kit	1	
Running Board - Driver-short and Passenger-long heavy duty running boards (grey powder coat)	1	
Grab handle - "B" pillar	1	
Safety kit - Web cutter, First Aid Kit 10 person, Fire Extinguisher 2.5lb	1	
3 Year Braun lift warranty	1	
5 year / 60,000 Ford Powertrain warranty (see Ford specifications) - remaining	1	

SLNSETVANS

Ford Warranty		
AdaptaFloor T170 Class, Aluminum vertical track floor	1	
High Strength Laminate in Clear or Tint	1	

MSRP	\$124,051.66
Fleet/GPC	\$0.00
Discounts	\$-5,000.00
Rebates	\$-1,000.00
Sub Total	\$118,051.66
Tax, License, and Registration	\$7,549.98
Document Fee	\$88.75
Total Amount	\$125,690.39

Please sign and fax proposal back to Sunset Vans to confirm Purchase Order: _____ DATE: _____

*A non-refundable deposit of \$1,000 is required for all special order units.

*Vehicle quoted may or may not include sales tax or registration. If required by your local state or federal laws, tax and/or registration must be charged according to applicable laws and may be added accordingly.By signing the sales order, I authorize my credit to be run for coordination of financing activities if applicable.

SLNSETVANS



Ford Transit - Ford Transit 350 EL Cargo Van High Roof 148 WB Electric Driveline



City Council Meeting

ITEM NO. 8I

May 2, 2023

CONSENT AGENDA

City Hall LED Lighting Retrofit Project

RECOMMENDATION

- Appropriate \$60,000 from General Funds to a 9000 account; and
- Approve the transfer of funds to a 9000 account.

BACKGROUND

City staff, in cooperation with SoCalRen, met in March 2022 to discuss high energy usage areas, and the potential of energy efficient projects. In September 2022, SoCalRen presented a Comparative Energy Analysis (CEA) report for City Facilities. After reviewing the CEA report, Staff determined that replacing the existing lighting at City Hall would have the most energy savings impact.

On November 9, 2022, the City, with the assistance from SoCalRen, submitted an application for the City Hall LED Lighting Retrofit project to SCE for approval under its Streamlined Savings Pathway Program. On January 23, 2023, the City received project approval confirmation. However, the lighting must be installed and operational within 12 months from the date of approval.

Upon project completion, the City will be eligible to receive a one-time incentive check of approximately \$10,745.78; and approximately \$8,827.50 each year after in estimated energy savings. Additionally, the City will meet the program requirements to qualify for Electric Vehicle Charging Stations through the Public Power Up Program in the City Hall Parking Lot area. The LED Lighting Retrofit City Hall Project is a prerequisite to qualify for the Public Power Up Program.

FISCAL IMPACT

The total estimated cost to purchase and install new LED retrofit kits in City Hall is \$60,000.00. This is a one-time expense.

INFRASTRUCTURE IMPACT

The City Hall LED Lighting Retrofit project will provide brighter lighting, more efficient, and cost effective, and will qualify the City for installation of Electric Vehicle Charging Stations in the City Hall parking lot area.

Tom Hatch Interim City Manager

Attachments:

1. Quote to purchase and Install new lighting for City Hall.

Report Submitted By:

Yvette Kirrin Interim Director of Public Works Date of Report: April 27, 2023

SANTA FE SPRINGS COST ACCOUNT



	LAB	OR		MA	TERIALS	6	
Employee	Hours	Rate	Amount	Item	No.	Cost	Amount
-		0.000	0.00	2x4 retro kit	363	75.25	25810.75
-		0.000	0.00	2x2 retro kit	90	46.50	4185.00
-		0.000	0.00	Misc.wire nuts, tape	1	200.00	200.00
-		0.000	0.00	Hazardous Material Disposal	1	2500.00	2500.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
3038 Over Time	48.0	66.770	3204.94				0.00
3282 Over Time	48.0	36.033	1729.58				0.00
1674 Over Time	48.0	58.059	2786.83				0.00
2902 Over Time	48.0	41.123	1973.88				0.00
2946 Over Time	48.0	55.094	2644.51				0.00
2853 Over Time	48.0	35.429	1700.57				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
-		0.000	0.00				0.00
							0.00
		Subtotal	14040.31				0.00
	F.T. A	App. Benefits	0.00				0.00
	P.T. A	App. Benefits	0.00				0.00
		Total	14040.31				0.00
							0.00
	EQUIP						0.00
	LQUI						0.00
Veh.#	<u>Hours</u>	Rate	<u>Amount</u>				0.00
-		0.00	0.00				0.00
-		0.00	0.00				0.00
-		0.00	0.00				0.00
-		0.00	0.00			Subtotal	32695.75
-		0.00	0.00			Tax	3500.00
-		0.00	0.00			Total	36195.75
		Total	0.00				
	MISCELL	ANFOUS			Labo	or (less o/h)	14040.31
						Overhead	7020.16
	<u>Quantity</u>		<u>Amount</u>				
enviro-hps		\$2.00	0.00			Labor	21060.47
enviro-fluor.		\$1.00	0.00			Equipment	0.00
dump foo		00 00 t Ø	0.00			Matarial	26105 75

0.00

0.00

dump fee

\$100.00

Total

0.00		
0.00	Grand Total	57256.22

Material

Miscellaneous

36195.75



City Council Meeting

May 2, 2023

CONSENT AGENDA

Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2023

RECOMMENDATION

Receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017, and \$35.0 million in January 2023 bringing the total principal invested to \$65.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report for the Quarter Ended March 31, 2023 was also emailed to each Councilmember on April 26, 2023.

Ms. Sarah Meacham, Director with PFMAM, along with her staff, have also regularly provided an update, including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions. While this update is typically made to City staff, PFMAM also provided an update the City Council Audit Sub-committee on April 19, 2023. The City Council Audit Sub-committee current members are Mayor Pro Tem Sarno and Councilmember Rounds.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$503,226 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at March 31, 2023 was 3.07%, increase from 1.88% the previous quarter.

Report Submitted By: Travis Hickey, City Treasurer Lana Dich, Asst. City Treasurer

Date of Report: April 27, 2023



City Council Meeting

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City's portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City's 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, "unrealized" gains/losses are not "realized" unless the security is actually sold prior to maturity.

The yield at June 30, 2016 was 1.25% and rose to 3.07% as of March 31, 2023. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended March 31, 2023 was 1.64% vs. the benchmark's total return of 1.82%; the City's portfolio underperformed by 0.18%. Since inception of the managed portfolio (January 2016) the total return for the City's portfolio was 1.05% vs. the benchmark total return of 0.75% through March 31, 2023.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program ("CAMP"), a pooled investment fund managed by PFMAM; and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 2.74% for the quarter while CAMP returned 4.92% and the MMF returned 4.25%. Interest earnings for the

Report Submitted By: Travis Hickey, City Treasurer

Lana Dich, Asst. City Treasurer



City Council Meeting

quarter amounted to \$201,198.89, \$491,883.66, and \$53,955.31, respectively, for the LAIF, CAMP, and the MMF accounts.

The attached Treasurer's Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 126.4 million
Successor Agency Bond Funds	18.2 million
Bonds Reserves and Debt Service	15.2 million
Total Investments	\$ 159.8 million

Pooled cash and investments consist of the PFMAM managed account, LAIF, and CAMP. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects. Spending on multiple capital projects has occurred and these funds will be drawn down for deposit into the City's pooled cash and investments.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

The investments, at market value, are summarized by type as follows:

PFMAM Managed Portfolio	\$ 68.0 million
LAIF	29.5 million
CAMP	47.1 million
MMF	<u>15.2 million</u>
Total Investments	\$159.8 million

PFMAM and Staff will continue to work with the City Council Audit Sub-committee to review any proposed changes to the portfolio make-up.



City Council Meeting

May 2, 2023

Tom Hatch Interim City Manager

Attachments:

- 1. Treasurer's Report of Investments (Quarter Ended March 31, 2023)
- 2. PFMAM Investment Performance Review (Quarter Ended March 31, 2023)
| | | ANTA FE SI | | | | | | | | | |
|--|----------------------|------------------------|-----------------------|-------------------|------------------|------------------------------------|----------------|--|--|--|--|
| TREASURER'S REPORT OF INVESTMENTS | | | | | | | | | | | |
| QUARTER ENDED MARCH 31, 2023 | | | | | | | | | | | |
| DESCRIPTION | BEGINNING
BALANCE | DEPOSITS/
PURCHASES | WITHDRAWALS/
SALES | ENDING
BALANCE | MARKET
VALUE | QUARTERLY
INVESTMENT
EARNING | ANNUA
YIELD | | | | |
| POOLED INVESTMENTS: | | | | | | | | | | | |
| PFM MANAGED PORTFOLIO (1) | \$ 34,261,551.39 | \$35,539,392.19 | \$ 327,613.23 | \$ 69,473,330.35 | \$ 68,009,714.22 | \$ 503,226.00 | 3.07% | | | | |
| CALIFORNIA ASSET MANAGEMENT PROGRAM | 72,371,758.77 | 17,891,883.66 | 43,200,000.00 | 47,063,642.43 | 47,063,642.43 | 491,883.66 | 4.92% | | | | |
| LOCAL AGENCY INVESTMENT FUND | 11,342,458.43 | 151,498.98 | - | 11,493,957.41 | 11,338,907.71 | 76,889.24 | 2.74% | | | | |
| SUBTOTAL POOLED INVESTMENTS | 117,975,768.59 | 53,582,774.83 | 43,527,613.23 | 128,030,930.19 | 126,412,264.36 | 1,071,998.90 | | | | | |
| SUCCESSOR AGENCY BOND FUNDS (2): | | | | | | | | | | | |
| LOCAL AGENCY INVESTMENT FUND | 18,348,158.99 | 95,850.17 | | 18,444,009.16 | 18,195,205.54 | 124,309.65 | 2.74% | | | | |
| SUCCESSOR AGENCY FUNDS: | | | | | | | | | | | |
| LOCAL AGENCY INVESTMENT FUND | 0.96 | | | 0.96 | 0.95 | | 2.74% | | | | |
| INVESTMENTS HELD BY FISCAL AGENT (3): | | | | | | | | | | | |
| U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:
First American Treasury Obligations Fund Class D: | | | | | | | | | | | |
| City of Santa Fe Springs | 561,487.48 | 5,210.25 | - | 566,697.73 | 566,697.73 | 521.25 | 4.25% | | | | |
| Successor Agency | 2,207,806.50 | 12,240,510.71 | - | 14,448,317.21 | 14,448,317.21 | 51,819.71 | 4.25% | | | | |
| Heritage Springs Assessment District | 171,047.87 | 36,782.95 | 35,730.00 | 172,100.82 | 172,100.82 | 1,614.35 | 4.25% | | | | |
| Subtotal First American Treasury Obligations Fund Class D | 2,940,341.85 | 12,282,503.91 | 35,730.00 | 15,187,115.76 | 15,187,115.76 | 53,955.31 | | | | | |
| SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK) | 2,940,341.85 | 12,282,503.91 | 35,730.00 | 15,187,115.76 | 15,187,115.76 | 53,955.31 | | | | | |
| TOTAL INVESTMENTS | \$139,264,270.39 | \$65,961,128.91 | \$ 43,563,343.23 | \$ 161,662,056.07 | \$159,794,586.61 | \$1,250,263.86 | | | | | |

Notes:

(1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the

amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.

(2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.

(3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council. There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.

Sintite

TRAVIS HICKEY, CITY TREASURER

pfm **)** asset management

City of Santa Fe Springs

Investment Performance Review For the Quarter Ended March 31, 2023

Client Management Team

PFM Asset Management LLC

Sarah Meacham, Managing Director Richard Babbe, CCM, Senior Managing Consultant 633 W 5th St., 25th Floor Los Angeles, CA 90071 213-415-1699 213 Market Street Harrisburg, PA 17101-2141 717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

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Market Update

Current Market Themes

- The U.S. economy is characterized by:
 - ▶ Lingering inflation that remains well above the Fed's long-term inflation target
 - ▶ A labor market showing the first signs of moderation
 - Greater economic uncertainty following the surprise failure of Silicon Valley Bank and Signature Bank
- Fed policy tightening may be nearly complete
 - The most recent FOMC statement noted that "some additional policy firming may be appropriate," but the need for more rate hikes has become less clear
 - Although the Fed acknowledged the impact of the recent bank failures, their March updated Summary of Economic Projections were little changed from December
 - The Fed has maintained that they will keep rates elevated for some time, but the market is pricing in rate cuts beginning mid-year

- Bond markets saw unprecedented volatility in March
 - In a classic "flight to quality," Treasury yields fell sharply, with the 2-year Treasury yield falling from 5.07% on March 8 to under 4.00% on March 17
 - ▶ The curve inversion from 3 months to 10 years reached the deepest levels in over 40 years
 - Credit yield spreads widened, especially those on banks, but not nearly to levels seen during the global financial crisis



Market Events Drive Large Yield Moves

Major Economic and Market Events and the Daily Change in the 2-Year U.S. Treasury Yield



2022

Bond Markets Saw Unprecedented Volatility in March

The surprise failure of two large U.S. banks caused volatility in the markets. In a classic "flight to quality", Treasury yields fell sharply, with the 2-year Treasury yield falling from 5.07% on March 8 to 4.03% on March 31.



Source: Bloomberg, ICE BofA Indices. As of 03/31/2023.

2023

Fed's Updated Projections Reflect Little Change From December





PCE Inflation December Projections March Projections 6% 5% 4% 3.3% 3% 2.5% 2.1% 2.0% 2% ••••• 1% 0% 2023 2024 2025 Longer Run



Source: Federal Reserve, latest economic projections as of March 2023.

Market Expectations Evolve Amid Changing Policy Environment



Implied Federal Funds Rate

Source: Bloomberg, Federal Reserve latest economic projection as of 03/31/2023.

As Economic Uncertainty Increased, Longer-Term Interest Rates Fell



Sector Yield Spreads

1.2%

1.0%





Corporate Notes A-AAA Yield Spreads

Mortgage-Backed Securities Yield Spreads







Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of 03/31/2023. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

2.12%

Corp BBB

Fixed-Income Markets in Q1 2023

1-5 Year Indices Quarterly Returns 10-Year Average 2.5% 2.5% 2.0% 2.0% 1.82% 1.73% 1.68% 1.68% 1.65% 1.47% 1.5% 1.5% 1.28% 1.0% 1.0% 0.87% 0.83% 0.5% 0.5% 0.0% 0.0% Agency ABS ABS Agency U.S. Treasury U.S. Treasury Corp A-AAA Corp BBB Corp A-AAA

Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of 03/31/2023.

Portfolio Review

Managed Portfolio Snapshot¹

Portfolio Statistics

Total Market Value	\$68,407,002.42
Managed Account Sub-Total	\$66,546,106.91
Accrued Interest	\$397,288.20
Pool	\$1,463,607.31
Portfolio Effective Duration	2.47 years
Benchmark Effective Duration	2.50 years
Yield At Cost	3.07%
Yield At Market	4.09%
Portfolio Credit Quality	AA







Duration Distribution



 Total market value includes accrued interest and balances invested in CAMP, as of March 31, 2023. Yield and duration calculations exclude balances invested in CAMP. The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.





For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest. *Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Certificate of Compliance

During the reporting period for the quarter ended March 31, 2023, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : PFM Asset Management LLC

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Activity





Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Characteristics





Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.



Managed Portfolio Performance

Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$480,740	\$856,947	\$1,898,971	\$3,328,965	\$4,223,798
Change in Market Value	\$510,906	(\$431,184)	(\$1,636,318)	\$1,075,755	\$11,022,532
Total Dollar Return	\$991,646	\$425,763	\$262,653	\$4,404,720	\$15,246,330
Total Return ³					
Portfolio	1.64%	-0.11%	-0.74%	1.40%	1.05%
Benchmark⁴	1.82%	-0.38%	-1.41%	1.10%	0.75%
Difference	-0.18%	0.27%	0.67%	0.30%	0.30%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg.



Managed Portfolio Accrual Basis Earnings

Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$480,740	\$856,947	\$1,898,971	\$3,328,965	\$4,223,798
Realized Gains / (Losses)³	(\$12,413)	(\$156,873)	\$375,985	\$192,129	\$102,015
Change in Amortized Cost	\$34,900	\$45,184	\$1,860,177	\$5,238,596	\$16,185,760
Total Earnings	\$503,226	\$745,257	\$4,135,133	\$8,759,691	\$20,511,573

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Fixed-Income Sector Outlook – 2Q 2023



Negative

Issuer Distribution

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	67.0%	
UNITED STATES TREASURY	67.0%	AA / Aaa / AAA
Federal Agency	3.3%	
FANNIE MAE	1.5%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	0.5%	AA / Aaa / NR
FREDDIE MAC	1.3%	AA / Aaa / AAA
Agency CMBS	2.6%	
FANNIE MAE	0.3%	AA / Aaa / AAA
FREDDIE MAC	2.2%	AA / Aaa / AAA
Supranational	1.2%	
INTER-AMERICAN DEVELOPMENT BANK	0.5%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	0.7%	AAA / Aaa / AAA
Municipal	1.5%	
FLORIDA STATE BOARD OF ADMIN FIN COR	P 0.4%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.1%	AA / A / A
NEW YORK ST URBAN DEVELOPMENT CORF	0.5%	NR / NR / AA
SAN JUAN UNIFIED SCHOOL DISTRICT	0.2%	NR / Aa / NR
STATE OF CALIFORNIA	0.4%	AA / Aa / AA
Negotiable CD	1.4%	
CREDIT AGRICOLE SA	0.4%	A / Aa / AA
NORDEA BANK ABP	0.5%	AA / Aa / AA
TORONTO-DOMINION BANK	0.5%	A / A / NR
Corporate	17.7%	
ADOBE INC	0.3%	A / A / NR
AMAZON.COM INC	0.5%	AA / A / AA
AMERICAN EXPRESS CO	0.1%	BBB / A / A

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	17.7%	
AMERICAN HONDA FINANCE	0.5%	A / A / A
APPLE INC	0.4%	AA / Aaa / NR
ASTRAZENECA PLC	0.2%	A / A / A
BANK OF AMERICA CO	0.7%	A / A / AA
BMW FINANCIAL SERVICES NA LLC	0.3%	A / A / NR
BURLINGTON NORTHERN SANTA FE	0.2%	AA / A / NR
CHARLES SCHWAB	0.1%	A / A / A
CHEVRON CORPORATION	0.1%	AA / Aa / NR
CINTAS CORPORATION NO. 2	0.1%	A / A / NR
CITIGROUP INC	0.4%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	0.0%	AA / Aa / NR
COMCAST CORP	0.3%	A / A / A
COMMONWEALTH BANK OF AUSTRALIA	0.8%	AA / Aa / A
DEERE & COMPANY	0.4%	A / A / A
GENERAL DYNAMICS CORP	0.5%	A / A / NR
GOLDMAN SACHS GROUP INC	0.2%	BBB / A / A
HERSHEY COMPANY	0.5%	A / A / NR
HOME DEPOT INC	0.4%	A / A / A
HSBC HOLDINGS PLC	0.8%	A / A / A
IBM CORP	0.4%	A / A / NR
INTEL CORPORATION	0.3%	A / A / A
JP MORGAN CHASE & CO	0.7%	A / A / AA
LOCKHEED MARTIN CORP	0.1%	A / A / A
MERCK & CO INC	0.4%	A / A / NR
MORGAN STANLEY	0.5%	A/A/A
NATIONAL AUSTRALIA BANK LTD	0.5%	AA / Aa / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	17.7%	
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.3%	A / A / A
NESTLE SA	0.6%	AA / Aa / A
NORTHERN TRUST	0.2%	A/A/A
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PEPSICO INC	0.5%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.2%	A/A/A
PRAXAIR INC	0.3%	A / A / NR
PROCTER & GAMBLE CO	0.3%	AA / Aa / NR
Roche Holding AG	0.6%	AA / Aa / AA
STATE STREET CORPORATION	0.5%	A / A / AA
TARGET CORP	0.3%	A/A/A
THE BANK OF NEW YORK MELLON CORPORATION	0.8%	A / A / AA
THE WALT DISNEY CORPORATION	0.5%	BBB / A / A
TOYOTA MOTOR CORP	0.3%	A / A / A
TRUIST FIN CORP	0.3%	A / A / A
UNITEDHEALTH GROUP INC	0.3%	A / A / A
USAA CAPITAL CORP	0.2%	AA / Aa / NR
WAL-MART STORES INC	0.2%	AA / Aa / AA
ABS	5.4%	
BMW FINANCIAL SERVICES NA LLC	0.0%	AAA / Aaa / NR
CAPITAL ONE FINANCIAL CORP	0.6%	AAA / Aaa / AAA
CARMAX AUTO OWNER TRUST	0.7%	AAA / Aaa / AAA
DISCOVER FINANCIAL SERVICES	0.1%	AAA / Aaa / NR
FORD CREDIT AUTO OWNER TRUST	0.3%	AAA / NR / AAA
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.2%	AAA / Aaa / AAA

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	5.4%	
GM FINANCIAL LEASINGTRUST	0.1%	AAA / NR / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	0.6%	AAA / Aaa / AAA
HONDA AUTO RECEIVABLES	0.1%	AAA / NR / AAA
HYUNDAI AUTO RECEIVABLES	0.7%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.8%	NR / Aaa / AAA
MERCEDES-BENZ AUTO RECEIVABLES	0.6%	AAA / Aaa / AAA
Toyota Lease Owner Trust	0.1%	AAA / Aaa / NR
TOYOTA MOTOR CORP	0.1%	AAA / NR / AAA
VERIZON OWNER TRUST	0.1%	AAA / Aaa / AAA
VOLKSWAGEN OF AMERICA	0.2%	AAA / Aaa / NR
WORLD OMNI AUTO REC TRUST	0.2%	AAA / NR / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
1/4/2023	1/12/2023	305,000.00	63253QAA2	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	4.96%	1/12/2026	305,000.00	4.97%	
1/17/2023	1/19/2023	200,000.00	61747YEZ4	MORGAN STANLEY CORPORATE NOTES (CALLABLE	5.05%	1/28/2027	199,996.00	5.05%	
1/18/2023	1/25/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	134,983.80	4.51%	
1/19/2023	1/24/2023	40,000.00	693475BL8	PNC FINANCIAL SERVICES CORP NOTES (CALLA	4.75%	1/26/2027	40,000.00	4.76%	
1/23/2023	1/26/2023	230,000.00	742718FY0	PROCTER & GAMBLE CO/THE CORPORATE NOTES	4.10%	1/26/2026	229,845.90	4.12%	
1/23/2023	1/26/2023	50,000.00	857477BZ5	STATE STREET CORP NOTES (CALLABLE)	4.85%	1/26/2026	50,000.00	4.86%	
1/26/2023	1/27/2023	750,000.00	91282CGE5	US TREASURY N/B NOTES	3.87%	1/15/2026	750,758.32	3.88%	
1/26/2023	1/27/2023	5,000,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	4,781,886.89	3.69%	
1/26/2023	1/27/2023	3,000,000.00	91282CGC9	US TREASURY N/B NOTES	3.87%	12/31/2027	3,044,178.39	3.61%	
1/26/2023	1/30/2023	350,000.00	427866AX6	HERSHEY COMPANY CORP NOTES (CALLABLE)	2.30%	8/15/2026	330,477.58	4.34%	
1/31/2023	2/1/2023	3,000,000.00	912828U24	US TREASURY NOTES	2.00%	11/15/2026	2,824,373.49	3.80%	
1/31/2023	2/1/2023	2,000,000.00	91282CGH8	US TREASURY N/B NOTES	3.50%	1/31/2028	1,987,302.75	3.64%	
1/31/2023	2/1/2023	10,000,000.00	91282CGD7	US TREASURY N/B NOTES	4.25%	12/31/2024	10,032,490.94	4.28%	
2/2/2023	2/9/2023	65,000.00	63743HFH0	NATIONAL RURAL UTIL COOP CORP NOTES (CAL	4.45%	3/13/2026	64,953.85	4.47%	
2/6/2023	2/7/2023	1,000,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	949,589.00	3.91%	
2/6/2023	2/7/2023	2,000,000.00	91282CGG0	US TREASURY N/B NOTES	4.12%	1/31/2025	1,989,485.93	4.45%	
2/6/2023	2/7/2023	2,000,000.00	91282CGE5	US TREASURY N/B NOTES	3.87%	1/15/2026	1,991,486.53	4.12%	

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
2/6/2023	2/8/2023	250,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	236,895.00	4.34%	
2/6/2023	2/8/2023	250,000.00	02665WDJ7	AMERICAN HONDA FINANCE CORPORATE NOTES	2.35%	1/8/2027	231,262.08	4.51%	
2/13/2023	2/15/2023	295,000.00	713448FQ6	PEPSICO INC CORP NOTES (CALLABLE)	4.55%	2/13/2026	294,828.90	4.57%	
2/13/2023	2/23/2023	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	229,976.84	5.05%	
2/24/2023	2/27/2023	2,000,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	1,898,576.48	4.82%	
3/1/2023	3/6/2023	250,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	235,525.00	4.96%	
3/6/2023	3/13/2023	500,000.00	20271RAR1	COMMONWEALTH BK AUSTR NY CORPORATE	5.31%	3/13/2026	500,000.00	5.32%	
3/9/2023	3/15/2023	265,000.00	13063D3N6	CA ST MUNICIPAL BONDS	4.84%	3/1/2027	265,000.00	4.85%	
3/9/2023	3/17/2023	275,000.00	40428HVL3	HSBC USA INC CORPORATE NOTES	5.62%	3/17/2025	274,532.50	5.72%	
3/27/2023	3/30/2023	350,000.00	69371RS49	PACCAR FINANCIAL CORP CORPORATE NOTES	4.45%	3/30/2026	349,765.50	4.47%	
3/28/2023	3/31/2023	240,000.00	50117KAC4	KCOT 2023-1A A3	5.02%	6/15/2027	239,962.44	5.02%	
3/28/2023	3/31/2023	180,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	179,981.23	4.65%	
Total BUY		35,210,000.00					34,643,115.34		0.00
INTEREST									
1/1/2023	1/1/2023	70,000.00	646140DN0	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.89%	1/1/2025	313.95		
1/1/2023	1/1/2023	255,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/2025	1,603.95		
1/1/2023	1/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
1/1/2023	1/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
1/1/2023	1/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
1/1/2023	1/25/2023	243,059.36	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	547.29		
1/1/2023	1/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
1/1/2023	1/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
1/3/2023	1/3/2023		MONEY0002	MONEY MARKET FUND			161.20		
1/8/2023	1/8/2023	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/2024	2,512.50		
1/15/2023	1/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
1/15/2023	1/15/2023	25,972.29	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	7.36		
1/15/2023	1/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
1/15/2023	1/15/2023	5,663.74	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	8.83		
1/15/2023	1/15/2023	65,407.92	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	20.71		
1/15/2023	1/15/2023	200,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	1,950.00		
1/15/2023	1/15/2023	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
1/15/2023	1/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
1/15/2023	1/15/2023	200,000.00	91282CCL3	US TREASURY N/B NOTES	0.37%	7/15/2024	375.00		
1/15/2023	1/15/2023	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
1/15/2023	1/15/2023	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
1/15/2023	1/15/2023	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
1/15/2023	1/15/2023	105,956.15	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	45.91		
1/15/2023	1/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
1/15/2023	1/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
1/15/2023	1/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
1/15/2023	1/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
1/15/2023	1/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
1/15/2023	1/15/2023	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
1/15/2023	1/15/2023	595.20	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	0.21		
1/15/2023	1/15/2023	57,604.58	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	24.00		
1/15/2023	1/15/2023	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
1/16/2023	1/16/2023	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
1/16/2023	1/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
1/18/2023	1/18/2023	62,697.42	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	19.33		
1/20/2023	1/20/2023	6,109.17	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	9.88		
1/20/2023	1/20/2023	15,746.42	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	24.28		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
1/20/2023	1/20/2023	89,801.68	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	25.44		
1/20/2023	1/20/2023	56,171.62	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	22.00		
1/20/2023	1/20/2023	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		
1/20/2023	1/20/2023	71,339.74	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	23.19		
1/21/2023	1/21/2023	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	740.63		
1/25/2023	1/25/2023	23,575.42	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	5.70		
1/25/2023	1/25/2023	60,000.00	17327CAN3	CITIGROUP INC CORP NOTES (CALLABLE)	2.01%	1/25/2026	604.20		
1/27/2023	1/27/2023	175,000.00	61761J3R8	MORGAN STANLEY CORP NOTES	3.12%	7/27/2026	2,734.38		
1/27/2023	1/27/2023	240,000.00	459200KS9	IBM CORP CORPORATE NOTES	4.00%	7/27/2025	4,800.00		
1/28/2023	1/28/2023	105,000.00	89788MAH5	TRUIST FIN CORP NOTES (CALLABLE)	4.26%	7/28/2026	2,236.50		
1/31/2023	1/31/2023	100,000.00	912828Z52	US TREASURY NOTES	1.37%	1/31/2025	687.50		
1/31/2023	1/31/2023	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	375.00		
1/31/2023	1/31/2023	400,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	500.00		
2/1/2023	2/1/2023	175,000.00	00724PAB5	ADOBE INC (CALLABLE) CORP NOTE	1.90%	2/1/2025	1,662.50		
2/1/2023	2/1/2023	125,000.00	798306WM4	SAN JUAN USD, CA TXBL GO BONDS	0.49%	8/1/2023	311.88		
2/1/2023	2/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
2/1/2023	2/25/2023	242,808.81	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	546.72		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
2/1/2023	2/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
2/1/2023	2/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
2/1/2023	2/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
2/1/2023	2/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
2/5/2023	2/5/2023	225,000.00	458140BY5	INTEL CORP NOTES (CALLABLE)	3.75%	8/5/2027	4,218.75		
2/6/2023	2/6/2023	80,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/2025	720.00		
2/6/2023	2/6/2023	75,000.00	857477BR3	STATE STREET CORP (CALLABLE) CORPORATE N	1.74%	2/6/2026	654.75		
2/7/2023	2/7/2023	45,000.00	63743HFC1	NATIONAL RURAL UTIL COOP CORPORATE NOTES	1.87%	2/7/2025	421.88		
2/8/2023	2/8/2023	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/2024	113.75		
2/9/2023	2/9/2023	110,000.00	02665WDY4	AMERICAN HONDA FINANCE CORPORATE NOTES	0.75%	8/9/2024	412.50		
2/11/2023	2/11/2023	35,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/2023	74.55		
2/12/2023	2/12/2023	70,000.00	05565EBU8	BMW US CAPITAL LLC CORPORATE NOTES	0.75%	8/12/2024	262.50		
2/12/2023	2/12/2023	140,000.00	38141GXS8	GOLDMAN SACHS GROUP INC CORP NOTES (CALL	0.85%	2/12/2026	598.50		
2/13/2023	2/13/2023	70,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	630.00		
2/15/2023	2/15/2023	350,000.00	427866AX6	HERSHEY COMPANY CORP NOTES (CALLABLE)	2.30%	8/15/2026	4,025.00		
2/15/2023	2/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
2/15/2023	2/15/2023	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
2/15/2023	2/15/2023	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		
2/15/2023	2/15/2023	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
2/15/2023	2/15/2023	24,482.19	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	6.94		
2/15/2023	2/15/2023	53,659.34	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	22.36		
2/15/2023	2/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
2/15/2023	2/15/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	338.25		
2/15/2023	2/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
2/15/2023	2/15/2023	61,348.32	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	19.43		
2/15/2023	2/15/2023	25,000.00	194162AM5	COLGATE-PALMOLIVE CO CORPORATE NOTES	3.10%	8/15/2025	400.42		
2/15/2023	2/15/2023	200,000.00	9128282A7	US TREASURY NOTES	1.50%	8/15/2026	1,500.00		
2/15/2023	2/15/2023	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
2/15/2023	2/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
2/15/2023	2/15/2023	3,520.36	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	5.49		
2/15/2023	2/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
2/15/2023	2/15/2023	6,000,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	67,500.00		
2/15/2023	2/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
2/15/2023	2/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
2/15/2023	2/15/2023	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
2/15/2023	2/15/2023	100,007.55	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	43.34		
2/15/2023	2/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
2/15/2023	2/15/2023	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
2/16/2023	2/16/2023	60,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.56%	2/16/2025	168.90		
2/16/2023	2/16/2023	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
2/16/2023	2/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
2/18/2023	2/18/2023	56,496.44	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	17.42		
2/20/2023	2/20/2023	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		
2/20/2023	2/20/2023	93.22	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	0.15		
2/20/2023	2/20/2023	61,853.72	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	20.10		
2/20/2023	2/20/2023	47,568.61	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	18.63		
2/20/2023	2/20/2023	10,793.10	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	16.64		
2/20/2023	2/20/2023	78,154.48	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	22.14		
2/24/2023	2/24/2023	100,000.00	46647PCV6	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	2.59%	2/24/2026	1,297.50		
2/25/2023	2/25/2023	18,112.37	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	4.38		
2/25/2023	2/25/2023	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	1,490.63		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
2/28/2023	2/28/2023	325,000.00	254687FK7	WALT DISNEY COMPANY/THE (CALLABLE)	1.75%	8/30/2024	2,843.75		
2/28/2023	2/28/2023	775,000.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/2025	4,359.38		
2/28/2023	2/28/2023	1,025,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	2,562.50		
2/28/2023	2/28/2023	700,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	875.00		
3/1/2023	3/25/2023	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
3/1/2023	3/25/2023	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
3/1/2023	3/25/2023	242,557.27	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	546.16		
3/1/2023	3/25/2023	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
3/1/2023	3/25/2023	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
3/1/2023	3/25/2023	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
3/4/2023	3/4/2023	85,000.00	025816CQ0	AMERICAN EXPRESS CO CORP NOTES (CALLABLE	2.25%	3/4/2025	956.25		
3/7/2023	3/7/2023	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/2024	1,690.00		
3/7/2023	3/7/2023	250,000.00	58933YAU9	MERCK & CO INC (CALLABLE) CORP NOTES	2.90%	3/7/2024	3,625.00		
3/8/2023	3/8/2023	125,000.00	24422EWD7	JOHN DEERE CAPITAL CORP CORPORATE NOTES	2.35%	3/8/2027	1,468.75		
3/9/2023	3/9/2023	125,000.00	931142EW9	WALMART INC CORPORATE NOTES	3.90%	9/9/2025	2,437.50		
3/10/2023	3/10/2023	425,000.00	771196BT8	ROCHE HOLDINGS INC (CALLABLE) CORPORATE	2.13%	3/10/2025	4,530.50		
3/12/2023	3/12/2023	150,000.00	641062BA1	NESTLE HOLDINGS INC CORP NOTE	4.00%	9/12/2025	2,983.33		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
3/14/2023	3/14/2023	250,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	3,500.00		
3/14/2023	3/14/2023	245,000.00	641062AU8	NESTLE HOLDINGS INC CORP NOTES (CALLABLE	0.60%	9/14/2024	742.35		
3/15/2023	3/15/2023	35,000.00	437076CR1	HOME DEPOT INC NOTES (CALLABLE)	4.00%	9/15/2025	684.44		
3/15/2023	3/15/2023	195,000.00	14318UAD3	CARMX 2022-4 A3	5.34%	8/16/2027	867.75		
3/15/2023	3/15/2023	1,372.70	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	2.14		
3/15/2023	3/15/2023	57,242.19	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	18.13		
3/15/2023	3/15/2023	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
3/15/2023	3/15/2023	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
3/15/2023	3/15/2023	265,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	1,150.54		
3/15/2023	3/15/2023	49,772.95	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	20.74		
3/15/2023	3/15/2023	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
3/15/2023	3/15/2023	94,444.15	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	40.93		
3/15/2023	3/15/2023	185,000.00	44933DAD3	HART 2022-C A3	5.39%	6/15/2027	830.96		
3/15/2023	3/15/2023	340,000.00	650036DT0	NY ST URBAN DEV CORP TXBL REV BONDS	0.87%	3/15/2025	1,479.00		
3/15/2023	3/15/2023	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
3/15/2023	3/15/2023	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
3/15/2023	3/15/2023	135,000.00	58770AAC7	MBART 2023-1 A3	4.51%	11/15/2027	507.37		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
3/15/2023	3/15/2023	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
3/15/2023	3/15/2023	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
3/15/2023	3/15/2023	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		
3/15/2023	3/15/2023	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
3/15/2023	3/15/2023	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
3/15/2023	3/15/2023	230,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	709.81		
3/15/2023	3/15/2023	23,041.36	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	6.53		
3/15/2023	3/15/2023	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
3/16/2023	3/16/2023	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
3/16/2023	3/16/2023	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
3/17/2023	3/17/2023	65,000.00	172967NL1	CITIGROUP INC CORP NOTES (CALLABLE)	3.29%	3/17/2026	1,069.25		
3/18/2023	3/18/2023	105,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/2024	393.75		
3/18/2023	3/18/2023	50,529.84	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	15.58		
3/20/2023	3/20/2023	52,325.39	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	17.01		
3/20/2023	3/20/2023	66,050.98	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	18.71		
3/20/2023	3/20/2023	39,728.25	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	15.56		
3/20/2023	3/20/2023	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
3/20/2023	3/20/2023	6,541.61	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	10.09		
3/23/2023	3/23/2023	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	553.13		
3/23/2023	3/23/2023	330,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	825.00		
3/25/2023	3/25/2023	12,870.55	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	3.11		
3/30/2023	3/30/2023	200,000.00	857477BM4	STATE STREET CORP NOTES (CALLABLE)	2.90%	3/30/2026	2,901.00		
3/31/2023	3/31/2023	225,000.00	91282CCZ2	US TREASURY N/B NOTES	0.87%	9/30/2026	984.38		
3/31/2023	3/31/2023	500,000.00	912828YH7	US TREASURY NOTES	1.50%	9/30/2024	3,750.00		
3/31/2023	3/31/2023	600,000.00	91282CEF4	US TREASURY N/B NOTES	2.50%	3/31/2027	7,500.00		
Total INTER	REST	32,845,076.46					188,877.20		0.00
MATURITY									
3/17/2023	3/17/2023	255,000.00	22552G3C2	CREDIT SUISSE NEW YORK CERT DEPOS	0.59%	3/17/2023	256,525.40		
Total MATU	IRITY	255,000.00					256,525.40		0.00
PAYDOWNS	3								
1/1/2023	1/25/2023	250.55	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	250.55		14.17
1/15/2023	1/15/2023	1,490.10	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,490.10		
1/15/2023	1/15/2023	5,948.60	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	5,948.60		
1/15/2023	1/15/2023	2,143.38	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	2,143.38		
Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS	5								
1/15/2023	1/15/2023	4,059.60	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	4,059.60		
1/15/2023	1/15/2023	3,945.24	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,945.24		
1/15/2023	1/15/2023	595.20	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	595.20		
1/18/2023	1/18/2023	6,200.98	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	6,200.98		
1/20/2023	1/20/2023	9,486.02	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	9,486.02		
1/20/2023	1/20/2023	11,647.20	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	11,647.20		
1/20/2023	1/20/2023	6,015.95	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	6,015.95		
1/20/2023	1/20/2023	8,603.01	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	8,603.01		
1/20/2023	1/20/2023	4,953.32	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	4,953.32		
1/25/2023	1/25/2023	5,463.05	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	5,463.05		
2/1/2023	2/25/2023	251.54	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	251.54		14.23
2/15/2023	2/15/2023	2,147.66	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	2,147.66		
2/15/2023	2/15/2023	3,886.39	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,886.39		
2/15/2023	2/15/2023	1,440.83	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,440.83		
2/15/2023	2/15/2023	5,563.40	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	5,563.40		
2/15/2023	2/15/2023	4,106.13	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	4,106.13		
2/18/2023	2/18/2023	5,966.60	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	5,966.60		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS	6								
2/20/2023	2/20/2023	7,840.36	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	7,840.36		
2/20/2023	2/20/2023	9,528.33	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	9,528.33		
2/20/2023	2/20/2023	4,251.49	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	4,251.49		
2/20/2023	2/20/2023	12,103.50	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	12,103.50		
2/20/2023	2/20/2023	93.22	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	93.22		
2/25/2023	2/25/2023	5,241.82	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	5,241.82		
3/1/2023	3/25/2023	313.44	3136ARTE8	FNA 2016-M3 A2	2.70%	2/1/2026	313.44		17.73
3/15/2023	3/15/2023	1,372.70	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	1,372.70		
3/15/2023	3/15/2023	3,922.13	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	3,922.13		
3/15/2023	3/15/2023	1,380.46	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,380.46		
3/15/2023	3/15/2023	1,993.09	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	1,993.09		
3/15/2023	3/15/2023	5,355.29	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	5,355.29		
3/15/2023	3/15/2023	3,783.42	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	3,783.42		
3/18/2023	3/18/2023	5,720.99	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	5,720.99		
3/20/2023	3/20/2023	9,628.21	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	9,628.21		
3/20/2023	3/20/2023	11,299.91	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	11,299.91		
3/20/2023	3/20/2023	6,835.33	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	6,835.33		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS	5								
3/20/2023	3/20/2023	3,546.61	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	3,546.61		
3/25/2023	3/25/2023	5,175.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	5,175.00		
Total PAYD	OWNS	193,550.05					193,550.05		46.13
SELL									
SELL 1/11/2023	1/12/2023	340,000.00	3137EAEZ8	FREDDIE MAC NOTES	0.25%	11/6/2023	327,613.23		-12,459.40

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	1/7/2021	1/11/2021	298,804.69	0.46	282.80	299,338.13	273,375.00
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	750,000.00	AA+	Aaa	1/26/2023	1/27/2023	749,794.92	3.88	6,101.52	749,807.03	750,234.38
US TREASURY N/B NOTES DTD 01/15/2023 3.875% 01/15/2026	91282CGE5	2,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	1,986,562.50	4.12	16,270.72	1,987,226.23	2,000,625.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	124.31	198,165.42	181,562.50
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	130.43	298,132.76	272,625.00
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	725,000.00	AA+	Aaa	9/2/2021	9/7/2021	718,542.97	0.70	315.22	720,797.99	658,843.75
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	700,000.00	AA+	Aaa	6/3/2021	6/8/2021	696,964.84	0.84	1,759.62	698,070.05	636,671.84
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	200,000.00	AA+	Aaa	9/8/2022	9/13/2022	185,492.19	3.50	372.93	187,518.42	185,625.00
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	225,000.00	AA+	Aaa	10/7/2021	10/12/2021	223,444.34	1.02	5.38	223,904.01	203,765.63
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	225,000.00	AA+	Aaa	11/15/2021	11/17/2021	223,611.33	1.25	1,062.85	223,995.15	205,242.19
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	275,000.00	AA+	Aaa	11/3/2021	11/4/2021	274,108.40	1.19	1,299.03	274,359.44	250,851.56
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	912828U24	3,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	2,811,445.31	3.80	22,707.18	2,819,489.22	2,820,937.50
US TREASURY N/B NOTES DTD 11/30/2021 1.250% 11/30/2026	91282CDK4	300,000.00	AA+	Aaa	12/2/2021	12/7/2021	300,386.72	1.22	1,256.87	300,284.67	274,406.25
US TREASURY N/B NOTES DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	325,000.00	AA+	Aaa	1/3/2022	1/6/2022	323,273.44	1.36	1,021.24	323,700.34	296,867.19
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	5,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	4,731,445.31	3.69	13,984.81	4,743,058.49	4,736,719.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	1,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	938,828.13	3.91	2,796.96	941,035.15	947,343.80
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	600,000.00	AA+	Aaa	4/14/2022	4/18/2022	592,851.56	2.76	40.98	594,227.48	573,000.00
US TREASURY N/B NOTES DTD 04/30/2022 2.750% 04/30/2027	91282CEN7	325,000.00	AA+	Aaa	5/4/2022	5/6/2022	320,886.72	3.03	3,752.76	321,632.53	313,218.75
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	375,000.00	AA+	Aaa	6/9/2022	6/10/2022	367,309.57	3.07	3,299.28	368,558.84	359,589.83
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	350,000.00	AA+	Aaa	6/1/2022	6/6/2022	344,818.36	2.95	3,079.33	345,669.63	335,617.17
US TREASURY N/B NOTES DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	625,000.00	AA+	Aaa	12/28/2022	12/29/2022	622,265.63	3.97	8,117.27	622,407.14	631,445.31
US TREASURY N/B NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	3,000,000.00	AA+	Aaa	1/26/2023	1/27/2023	3,035,507.81	3.61	29,223.07	3,034,244.61	3,031,875.00
US TREASURY N/B NOTES DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	2,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	1,987,109.38	3.64	11,602.21	1,987,526.12	1,989,687.60
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	300,000.00	AA+	Aaa	5/1/2019	5/3/2019	296,167.97	2.27	2,519.34	299,170.15	291,656.25
US TREASURY NOTES DTD 05/31/2017 2.000% 05/31/2024	912828XT2	1,220,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,226,290.63	1.89	8,178.02	1,221,470.81	1,185,306.25
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	200,000.00	AA+	Aaa	7/1/2019	7/3/2019	199,546.88	1.80	879.84	199,886.72	193,437.50
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	275,000.00	AA+	Aaa	12/11/2019	12/12/2019	275,708.98	1.69	1,209.77	275,194.52	265,976.56
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	200,000.00	AA+	Aaa	8/5/2021	8/9/2021	199,976.56	0.38	157.46	199,989.69	189,906.24
US TREASURY NOTES DTD 09/30/2019 1.500% 09/30/2024	912828YH7	500,000.00	AA+	Aaa	10/31/2019	11/4/2019	499,472.66	1.52	20.49	499,838.74	479,531.25
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	575,000.00	AA+	Aaa	12/2/2019	12/4/2019	569,856.45	1.69	3,621.55	573,339.03	550,652.32
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	350,000.00	AA+	Aaa	2/3/2020	2/5/2020	352,460.94	1.35	2,204.42	350,823.63	335,179.67
US TREASURY NOTES DTD 12/31/2019 1.750% 12/31/2024	912828YY0	2,000,000.00	AA+	Aaa	2/24/2023	2/27/2023	1,892,968.75	4.82	8,798.34	1,898,216.94	1,918,437.60

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 12/31/2022 4.250% 12/31/2024	91282CGD7	10,000,000.00	AA+	Aaa	1/31/2023	2/1/2023	9,994,921.88	4.28	106,837.02	9,995,350.51	10,007,812.00
US TREASURY N/B NOTES DTD 01/31/2023 4.125% 01/31/2025	91282CGG0	2,000,000.00	AA+	Aaa	2/6/2023	2/7/2023	1,987,890.63	4.45	13,674.03	1,988,777.09	1,999,375.00
US TREASURY NOTES DTD 01/31/2020 1.375% 01/31/2025	912828Z52	100,000.00	AA+	Aaa	2/19/2020	2/20/2020	99,859.38	1.40	227.90	99,947.78	95,156.25
US TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	758.15	779,157.90	732,617.19
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	400,000.00	AA+	Aaa	6/3/2020	6/5/2020	399,875.00	0.38	629.83	399,946.93	371,000.00
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	296,988.28	0.66	472.38	298,242.01	278,250.00
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/10/2021	6/10/2021	321,039.06	0.56	272.32	322,840.73	299,863.26
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/30/2020	6/30/2020	324,873.05	0.26	272.32	324,944.09	299,863.27
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	425,000.00	AA+	Aaa	5/4/2021	5/6/2021	418,824.22	0.61	356.11	421,712.62	392,128.89
US TREASURY NOTES DTD 06/30/2020 0.250% 06/30/2025	912828ZW3	725,000.00	AA+	Aaa	6/28/2021	6/29/2021	711,774.41	0.71	455.63	717,573.04	668,132.81
US TREASURY NOTES DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	400,000.00	AA+	Aaa	7/1/2021	7/7/2021	392,281.25	0.73	165.75	395,571.46	367,250.00
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	700,000.00	AA+	Aaa	8/4/2021	8/9/2021	691,824.22	0.54	152.17	695,132.02	641,265.66
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	100,000.00	AA+	Aaa	8/26/2021	8/27/2021	98,066.41	0.72	104.97	98,803.86	91,156.25
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	475,000.00	AA+	Aaa	8/11/2021	8/12/2021	466,112.30	0.70	498.62	469,555.49	432,992.19
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	12/1/2020	12/3/2020	299,343.75	0.42	377.06	299,649.38	273,656.25
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	294,796.88	0.80	377.06	296,657.10	273,656.25
Security Type Sub-Total		46,070,000.00					45,323,825.83	3.19	281,827.32	45,384,941.09	44,564,388.16

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supranational											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	200,000.00	AAA	Aaa	11/17/2020	11/24/2020	199,570.00	0.32	176.39	199,906.93	194,226.80
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	330,000.00	AAA	Aaa	9/15/2021	9/23/2021	329,755.80	0.52	36.67	329,879.46	312,058.56
INTL BK RECON & DEVELOP NOTES DTD 07/19/2022 3.125% 06/15/2027	459058KJ1	275,000.00	AAA	Aaa	7/12/2022	7/19/2022	274,857.00	3.14	2,530.38	274,877.43	268,576.55
Security Type Sub-Total		805,000.00					804,182.80	1.38	2,743.44	804,663.82	774,861.91
Negotiable CD											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	250,000.00	A+	Aa3	8/17/2022	8/19/2022	250,000.00	4.07	6,406.25	250,000.00	250,000.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	325,000.00	A	A1	10/27/2022	10/31/2022	325,000.00	5.58	7,684.44	325,000.00	324,811.50
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	325,000.00	AA-	Aa3	11/2/2022	11/3/2022	325,000.00	5.53	7,388.69	325,000.00	327,267.53
Security Type Sub-Total		900,000.00					900,000.00	5.15	21,479.38	900,000.00	902,079.03
Municipal											
SAN JUAN USD, CA TXBL GO BONDS DTD 10/29/2020 0.499% 08/01/2023	798306WM4	125,000.00	NR	Aa2	10/16/2020	10/29/2020	125,000.00	0.50	103.96	125,000.00	123,162.50
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	AA-	A1	1/22/2021	2/4/2021	70,000.00	0.90	156.98	70,000.00	65,398.20
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	NR	NR	12/16/2020	12/23/2020	340,000.00	0.87	131.47	340,000.00	316,614.80
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	801.98	255,000.00	237,558.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal											
CA ST MUNICIPAL BONDS DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	265,000.00	AA-	Aa2	3/9/2023	3/15/2023	265,000.00	4.85	570.75	265,000.00	272,091.40
Security Type Sub-Total		1,055,000.00					1,055,000.00	1.98	1,765.14	1,055,000.00	1,014,824.90
Joint Powers Authority											
CAMP Pool		1,463,607.31	AAAm	NR			1,463,607.31		0.00	1,463,607.31	1,463,607.31
Security Type Sub-Total		1,463,607.31					1,463,607.31		0.00	1,463,607.31	1,463,607.31
Federal Agency											
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	275,000.00	AA+	Aaa	12/2/2020	12/4/2020	274,727.75	0.28	223.44	274,938.59	266,685.38
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	305,000.00	AA+	Aaa	1/30/2019	1/31/2019	313,989.54	2.72	3,231.09	306,273.35	301,918.59
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	290,000.00	AA+	Aaa	4/22/2020	4/24/2020	289,402.60	0.67	800.52	289,753.70	269,977.82
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	395,000.00	AA+	Aaa	7/21/2020	7/23/2020	393,032.90	0.48	288.02	394,091.94	363,103.75
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	795,000.00	AA+	Aaa	8/25/2020	8/27/2020	791,279.40	0.47	298.13	793,211.09	728,634.99
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	295,000.00	AA+	Aaa	9/23/2020	9/25/2020	294,112.05	0.44	24.58	294,558.95	269,809.36
Security Type Sub-Total		2,355,000.00					2,356,544.24	0.78	4,865.78	2,352,827.62	2,200,129.89
Corporate											
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	300,000.00	A-	A3	1/11/2019	1/15/2019	302,661.00	3.15	3,825.00	300,024.02	299,198.70
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	35,000.00	AA-	Aa2	8/10/2020	8/12/2020	35,000.00	0.43	20.71	35,000.00	34,353.94

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.350% 01/08/2024	89236TFS9	150,000.00	A+	A1	1/11/2019	1/15/2019	149,883.00	3.37	1,158.54	149,981.86	148,235.70
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,987.18	62,227.49
JOHN DEERE CAPITAL CORP CORP NOTES DTD 06/07/2019 2.600% 03/07/2024	24422EUX5	130,000.00	A	A2	6/4/2019	6/7/2019	129,777.70	2.64	225.33	129,956.31	127,211.37
MERCK & CO INC (CALLABLE) CORP NOTES DTD 03/07/2019 2.900% 03/07/2024	58933YAU9	250,000.00	A+	A1	3/13/2019	3/15/2019	251,002.50	2.81	483.33	250,174.74	245,390.00
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	105,000.00	A	A2	3/16/2021	3/18/2021	104,947.50	0.77	28.44	104,983.14	99,888.71
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	170,000.00	A-	A3	5/7/2020	5/11/2020	186,250.30	1.20	2,900.39	174,039.43	168,115.04
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	245,000.00	AA	A1	5/10/2021	5/12/2021	244,642.30	0.50	425.69	244,867.17	234,506.65
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	240,000.00	A-	A1	5/17/2022	5/24/2022	239,990.40	3.75	3,175.00	239,994.50	234,135.12
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	155,000.00	A	A3	5/25/2021	5/28/2021	154,986.05	0.70	370.71	154,994.62	147,908.29
JPMORGAN CHASE & CO CORPORATE NOTES DTD 05/27/2020 1.514% 06/01/2024	46647PBQ8	100,000.00	A-	A1	5/19/2020	5/27/2020	100,000.00	1.51	504.67	100,000.00	99,175.10
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	110,000.00	A-	A3	9/7/2021	9/9/2021	109,927.40	0.77	119.17	109,966.19	104,215.21
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	70,000.00	A	A2	8/9/2021	8/12/2021	69,993.70	0.75	71.46	69,997.13	66,240.58

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
WALT DISNEY COMPANY/THE (CALLABLE) DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	BBB+	A2	9/3/2019	9/6/2019	323,674.00	1.84	489.76	324,623.33	312,467.68
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	245,000.00	AA-	Aa3	9/7/2021	9/14/2021	245,000.00	0.61	70.11	245,000.00	230,861.05
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	А	A1	1/21/2020	1/28/2020	110,484.00	2.00	1,007.42	110,159.94	104,952.43
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	300,000.00	A-	A2	10/16/2020	10/21/2020	300,000.00	0.81	1,059.75	300,000.00	291,580.20
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 1.900% 02/01/2025	00724PAB5	175,000.00	A+	A2	1/26/2022	1/28/2022	177,077.25	1.50	554.17	176,245.57	167,398.88
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	220.00	81,565.12	76,082.16
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	45,000.00	A-	A2	1/31/2022	2/7/2022	44,998.65	1.88	126.56	44,999.16	42,648.08
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	48.00	20,077.53	19,007.62
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	120.00	50,193.81	47,519.05
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	60,000.00	A-	A1	2/9/2021	2/16/2021	60,000.00	0.56	42.23	60,000.00	57,402.12
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	85,000.00	BBB+	A2	3/1/2022	3/4/2022	84,914.15	2.29	143.44	84,944.93	80,678.94
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	425,000.00	AA	Aa2	3/3/2022	3/10/2022	425,000.00	2.13	528.56	425,000.00	406,087.93

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
HSBC USA INC CORPORATE NOTES DTD 03/17/2023 5.625% 03/17/2025	40428HVL3	275,000.00	A-	A1	3/9/2023	3/17/2023	274,532.50	5.72	601.56	274,542.09	275,876.70
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	AA-	A3	3/5/2021	3/9/2021	118,429.30	1.07	1,650.00	113,876.03	106,869.84
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	95,000.00	AA	A1	4/11/2022	4/13/2022	94,848.95	3.06	1,330.00	94,897.60	92,430.16
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	25,000.00	A	A2	3/24/2022	3/28/2022	24,956.25	2.76	311.25	24,970.74	24,187.50
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	802.44	116,340.50	106,196.18
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	300,000.00	A	A1	4/19/2022	4/26/2022	299,958.00	3.36	4,355.00	299,971.04	291,016.50
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	70,000.00	A-	A3	4/26/2022	5/3/2022	69,984.60	3.46	1,006.25	69,989.29	68,409.04
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	150,000.00	AA	Aa1	5/23/2022	5/26/2022	149,509.50	3.49	2,109.38	149,651.47	145,331.40
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	125,000.00	BBB+	A3	4/27/2021	5/4/2021	125,000.00	0.98	510.94	125,000.00	118,798.50
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	135,000.00	A-	A1	5/24/2021	6/1/2021	135,000.00	0.82	370.80	135,000.00	127,970.55
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	30,000.00	A-	A2	4/27/2022	5/4/2022	29,991.90	3.46	304.75	29,994.26	29,113.35
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	240,000.00	A-	A3	7/20/2022	7/27/2022	240,000.00	4.00	1,706.67	240,000.00	237,278.64

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	25,000.00	AA-	Aa3	8/1/2022	8/9/2022	24,977.00	3.13	99.03	24,981.90	24,355.55
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	125,000.00	AA	Aa2	9/6/2022	9/9/2022	124,912.50	3.93	297.92	124,928.79	124,585.38
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	150,000.00	AA-	Aa3	9/6/2022	9/13/2022	149,950.50	4.01	316.67	149,959.54	148,762.95
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	35,000.00	А	A2	9/12/2022	9/19/2022	34,987.40	4.01	62.22	34,989.64	34,750.59
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025	539830BU2	55,000.00	A-	A3	10/19/2022	10/24/2022	54,843.25	5.05	1,187.31	54,866.18	55,882.70
PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025	693475BH7	105,000.00	A-	A3	10/25/2022	10/28/2022	105,000.00	5.67	2,530.68	105,000.00	105,045.05
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 10/31/2022 5.450% 10/30/2025	63743HFF4	30,000.00	A-	A2	10/20/2022	10/31/2022	29,959.80	5.50	685.79	29,965.38	30,491.46
LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	225,000.00	A	A2	11/28/2022	12/5/2022	224,757.00	4.74	3,407.50	224,782.94	225,827.55
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026	63253QAA2	305,000.00	AA-	Aa3	1/4/2023	1/12/2023	305,000.00	4.97	3,323.77	305,000.00	307,616.60
CITIGROUP INC CORP NOTES (CALLABLE) DTD 01/25/2022 2.014% 01/25/2026	17327CAN3	60,000.00	BBB+	A3	1/18/2022	1/25/2022	60,000.00	2.01	221.54	60,000.00	56,557.80
STATE STREET CORP NOTES (CALLABLE) DTD 01/26/2023 4.857% 01/26/2026	857477BZ5	50,000.00	A	A1	1/23/2023	1/26/2023	50,000.00	4.86	438.48	50,000.00	49,881.35
PROCTER & GAMBLE CO/THE CORPORATE NOTES DTD 01/26/2023 4.100% 01/26/2026	742718FY0	230,000.00	AA-	Aa3	1/23/2023	1/26/2023	229,845.90	4.12	1,702.64	229,855.04	231,177.37
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	75,000.00	A	A1	2/2/2022	2/7/2022	75,000.00	1.75	200.06	75,000.00	71,016.83

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	162.93	140,133.97	128,201.22
PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026	713448FQ6	295,000.00	A+	A1	2/13/2023	2/15/2023	294,828.90	4.57	1,715.10	294,835.94	300,172.24
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/24/2022 2.595% 02/24/2026	46647PCV6	100,000.00	A-	A1	2/16/2022	2/24/2022	100,000.00	2.60	266.71	100,000.00	95,242.70
COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 03/13/2023 5.316% 03/13/2026	20271RAR1	500,000.00	AA-	Aa3	3/6/2023	3/13/2023	500,000.00	5.32	1,329.00	500,000.00	508,678.00
NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	65,000.00	A-	A2	2/2/2023	2/9/2023	64,953.85	4.47	417.81	64,955.94	64,866.43
CITIGROUP INC CORP NOTES (CALLABLE) DTD 03/17/2022 3.290% 03/17/2026	172967NL1	65,000.00	BBB+	A3	3/10/2022	3/17/2022	65,000.00	3.29	83.16	65,000.00	62,457.20
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 03/30/2023 4.450% 03/30/2026	69371RS49	350,000.00	A+	A1	3/27/2023	3/30/2023	349,765.50	4.47	43.26	349,765.93	350,539.35
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	200,000.00	A	A1	2/17/2022	2/22/2022	204,026.00	2.38	16.12	202,592.72	191,155.00
JPMORGAN CHASE & CO (CALLABLE) CORPORATE DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	A-	A1	4/19/2022	4/26/2022	100,000.00	4.08	1,756.67	100,000.00	97,499.70
UNITEDHEALTH GROUP INC (CALLABLE) CORPOR DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	250,000.00	A+	A3	5/17/2021	5/19/2021	249,565.00	1.19	1,086.11	249,727.83	227,045.75
MORGAN STANLEY CORP NOTES DTD 07/25/2016 3.125% 07/27/2026	61761J3R8	175,000.00	A-	A1	12/2/2021	12/6/2021	184,782.50	1.86	972.22	182,004.82	165,279.10
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	105,000.00	A-	A3	7/25/2022	7/28/2022	105,000.00	4.26	782.78	105,000.00	101,176.95

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
HERSHEY COMPANY CORP NOTES (CALLABLE) DTD 08/09/2016 2.300% 08/15/2026	427866AX6	350,000.00	A	A1	1/26/2023	1/30/2023	326,788.00	4.34	1,028.61	327,883.08	331,476.95
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 1.197% 10/24/2026	06051GJK6	225,000.00	A-	A2	12/2/2021	12/6/2021	219,908.25	1.68	1,174.56	221,281.85	202,146.75
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 10/28/2022 5.900% 10/28/2026	89788MAJ1	110,000.00	A-	A3	10/26/2022	10/28/2022	110,000.00	5.90	2,758.25	110,000.00	109,543.61
STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	45,000.00	A	A1	11/1/2022	11/4/2022	45,000.00	5.75	1,056.75	45,000.00	46,085.49
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/10/2020 2.350% 01/08/2027	02665WDJ7	250,000.00	A-	A3	2/6/2023	2/8/2023	230,772.50	4.51	1,354.51	231,471.68	231,859.75
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	45,000.00	A	A2	1/19/2022	1/24/2022	44,923.50	1.99	185.25	44,941.69	41,604.57
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	155,000.00	A	A2	1/28/2022	2/1/2022	154,446.65	2.03	638.08	154,576.35	143,304.63
PNC FINANCIAL SERVICES CORP NOTES (CALLA DTD 01/24/2023 4.758% 01/26/2027	693475BL8	40,000.00	A-	A3	1/19/2023	1/24/2023	40,000.00	4.76	354.20	40,000.00	39,474.64
MORGAN STANLEY CORPORATE NOTES (CALLABLE DTD 01/19/2023 5.050% 01/28/2027	61747YEZ4	200,000.00	A-	A1	1/17/2023	1/19/2023	199,996.00	5.05	2,020.00	199,996.20	198,603.40
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.350% 03/08/2027	24422EWD7	125,000.00	A	A2	3/8/2022	3/10/2022	124,690.00	2.40	187.67	124,755.77	116,308.00
BMW US CAPITAL LLC (CALLABLE) CORP NOTES DTD 04/01/2022 3.450% 04/01/2027	05565ECA1	150,000.00	A	A2	4/1/2022	4/5/2022	150,480.00	3.38	2,587.50	150,383.25	144,024.00
NORTHERN TRUST CORP NOTE (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	150,000.00	A+	A2	5/11/2022	5/13/2022	151,750.50	3.74	2,350.00	151,435.16	146,986.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
APPLE INC CORP NOTES (CALLABLE) DTD 05/11/2017 3.200% 05/11/2027	037833CR9	250,000.00	AA+	Aaa	5/23/2022	5/25/2022	247,552.50	3.42	3,111.11	247,972.57	242,804.75
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	225,000.00	А	A2	8/5/2022	8/9/2022	224,340.75	3.82	1,312.50	224,425.78	218,966.18
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	250,000.00	A	A2	2/6/2023	2/8/2023	234,095.00	4.34	330.56	234,587.59	236,831.25
Security Type Sub-Total		12,100,000.00					12,081,578.60	3.07	76,366.00	12,058,066.23	11,739,251.39
Agency CMBS											
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	300,000.00	AA+	Aaa	5/19/2022	5/24/2022	301,921.88	3.10	832.25	301,921.88	292,468.15
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	325,000.00	AA+	Aaa	8/11/2022	8/16/2022	320,416.99	3.53	815.21	321,412.16	314,425.57
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	150,000.00	AA+	Aaa	8/5/2022	8/10/2022	148,910.16	3.56	413.50	149,138.27	145,868.27
FHMS K052 A2 DTD 02/10/2016 3.151% 11/01/2025	3137BMTX4	250,000.00	AA+	Aaa	7/21/2022	7/26/2022	247,109.38	3.53	656.46	247,109.38	242,059.93
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	250,000.00	AA+	Aaa	8/4/2022	8/9/2022	247,119.14	3.36	623.96	247,119.14	240,994.71
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	250,000.00	AA+	Aaa	3/1/2023	3/6/2023	235,429.69	4.96	571.88	235,429.69	239,206.47
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	242,243.83	AA+	Aaa	10/6/2022	10/12/2022	228,541.93	4.55	545.45	228,541.93	231,338.48
Security Type Sub-Total		1,767,243.83					1,729,449.17	3.77	4,458.71	1,730,672.45	1,706,361.58

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	7,695.55	AAA	Aaa	3/2/2021	3/10/2021	7,695.30	0.29	0.37	7,695.48	7,647.69
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	42,697.18	AAA	Aaa	4/13/2021	4/21/2021	42,692.20	0.39	5.09	42,695.42	42,338.26
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	54,751.07	AAA	NR	5/18/2021	5/26/2021	54,742.48	0.35	5.69	54,747.80	54,234.77
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	2,995.00	AAA	Aaa	1/21/2020	1/29/2020	2,994.65	1.85	1.69	2,994.90	2,987.96
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	44,808.85	AAA	NR	9/22/2020	9/29/2020	44,802.27	0.37	5.99	44,806.33	43,919.67
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	32,892.92	NR	Aaa	8/4/2020	8/12/2020	32,886.01	0.47	4.72	32,890.03	32,547.08
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	45,989.53	AAA	NR	10/14/2020	10/21/2020	45,979.41	0.50	10.22	45,984.54	44,802.86
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	53,320.06	AAA	NR	4/20/2021	4/28/2021	53,314.45	0.38	9.01	53,316.91	51,729.11
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	125,000.00	NR	Aaa	7/20/2021	7/28/2021	124,995.29	0.56	31.11	124,997.12	118,576.17
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	21,660.90	AAA	NR	1/20/2021	1/27/2021	21,656.61	0.34	3.27	21,658.52	20,948.20
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	89,088.86	AAA	NR	4/13/2021	4/21/2021	89,069.66	0.52	20.59	89,077.39	86,011.81
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	100,000.00	AAA	NR	11/9/2021	11/15/2021	99,997.87	0.71	31.56	99,998.53	95,343.20
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	75,000.00	AAA	NR	11/9/2021	11/17/2021	74,983.26	0.75	24.67	74,988.36	71,600.87
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	153,006.91	AAA	Aaa	7/21/2021	7/28/2021	152,981.74	0.55	37.40	152,990.38	146,589.04
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	125,000.00	AAA	Aaa	12/7/2021	12/13/2021	124,995.10	1.02	38.96	124,996.51	119,574.23
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	95,000.00	AAA	Aaa	10/19/2021	10/27/2021	94,998.20	0.77	32.51	94,998.73	90,117.99
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	95,000.00	AAA	Aaa	9/20/2021	9/27/2021	94,979.66	0.58	24.49	94,985.84	89,270.95

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	80,000.00	AAA	Aaa	10/13/2021	10/21/2021	79,997.96	0.68	22.67	79,998.56	75,855.36
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	185,000.00	AAA	NR	3/9/2022	3/16/2022	184,992.88	2.22	182.53	184,994.50	177,858.33
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	120,000.00	AAA	NR	10/26/2021	11/3/2021	119,983.66	0.81	43.20	119,988.31	114,265.87
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	170,000.00	NR	Aaa	3/15/2022	3/23/2022	169,975.69	2.67	201.73	169,981.14	162,957.68
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	75,000.00	AAA	NR	1/11/2022	1/19/2022	74,993.48	1.26	39.38	74,995.10	71,299.11
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	175,000.00	AAA	Aaa	4/12/2022	4/20/2022	174,970.86	3.06	238.00	174,976.58	171,047.12
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	325,000.00	AAA	NR	3/23/2022	3/30/2022	324,975.50	2.80	404.44	324,980.46	313,416.29
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	185,000.00	AAA	NR	11/1/2022	11/9/2022	184,999.11	5.39	443.18	184,999.19	186,889.61
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	240,000.00	NR	Aaa	3/28/2023	3/31/2023	239,962.44	5.02	33.47	239,962.46	240,531.70
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	265,000.00	AAA	Aaa	11/15/2022	11/22/2022	264,947.58	5.21	613.62	264,951.52	267,762.70
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	195,000.00	AAA	NR	10/26/2022	10/31/2022	194,954.27	5.35	462.80	194,958.24	197,260.75
MBART 2023-1 A3 DTD 01/25/2023 4.510% 11/15/2027	58770AAC7	135,000.00	AAA	NR	1/18/2023	1/25/2023	134,983.80	4.51	270.60	134,984.41	134,733.19
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	230,000.00	NR	Aaa	2/13/2023	2/23/2023	229,976.84	5.05	516.22	229,977.33	231,762.33
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	180,000.00	AAA	NR	3/28/2023	3/31/2023	179,981.23	4.65	23.25	179,981.24	180,330.15
Security Type Sub-Total		3,723,906.83					3,723,459.46	2.86	3,782.43	3,723,551.83	3,644,210.05
Managed Account Sub Total		68,776,150.66					67,974,040.10	3.07	397,288.20	68,009,723.04	66,546,106.91
Securities Sub Total		\$70,239,757.97					\$69,437,647.41	3.07%	\$397,288.20	\$69,473,330.35	\$68,009,714.22
Accrued Interest											\$397,288.20

Total Investments

\$68,407,002.42

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- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- Accrued Interest: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- Agencies: Federal agency securities and/or Government-sponsored enterprises.
- Amortized Cost: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- Asset-Backed Security: A financial instrument collateralized by an underlying pool of assets usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- Bankers' Acceptance: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- Commercial Paper: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- Contribution to Total Return: The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- Effective Duration: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- Effective Yield: The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- Interest Rate: Interest per year divided by principal amount and expressed as a percentage.
- Market Value: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- Maturity: The date upon which the principal or stated value of an investment becomes due and payable.
- Negotiable Certificates of Deposit: A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- Par Value: The nominal dollar face amount of a security.
- Pass-through Security: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



May 2, 2023

CONSENT AGENDA

City Council Meeting

Authorize the Purchase of Microsoft Office Software Licenses

RECOMMENDATION

 Authorize the Director of Purchasing Services to issue a purchase order to GovConnection, Inc. in the amount of \$42,883.05 to acquire 105 software licenses for Microsoft Office software.

BACKGROUND

Microsoft Office 2013's suite of applications (Access, Excel, Outlook, PowerPoint and Word) is used extensively by every department in the City. The City values the stability and dependability of the Microsoft products. The official support for Microsoft Office 2013 ends in April 2023. This means the software will no longer be patched and updated to protect against malware and viruses. Technology Service's staff will need to begin upgrading each workstation with the new software to meet the April 2023 deadline.

While the City purchased 145 licenses in January 2022, Technology Services is recommending that the City purchase an additional 105 total licenses from GovConnection, Inc. in the amount of \$42,883.05 to bring the City's total number of licenses to 250. The pricing is based on Government Select Level D pricing, which is the highest discount offered by Microsoft in that plan. GovConnection, Inc. has been a responsive, reliable hardware and software vendor that Technology Services has used in the past.

FISCAL IMPACT

The acquisition cost of the licenses has been budgeted and is included in the adopted Fiscal Year 2022-23 budget.

m Hatch

Tom Hatch Interim City Manager

Attachment(s)

- 1. GovConnection Quote
- 2. Microsoft 2013 Lifecycle Timeline
- 3. Microsoft Office Licensing Comparison

Report Submitted By: Jeff Bailey Finance & Administrative Services



SALES QUOTE

Тах

Total \$

GovConnection, Inc.	Account Executive:	David Spence	# 25484	688.01
732 Milford Road Merrimack, NH 03054		(800) 800-0019 ext. 75046 603-683-1133	PLEASE REFER 1 QUOTE # WHEN	• • • • • • • • •
	Email: Account Manager: Phone: Fax: Email:		Date: Valid Through: Account #:	4/18/2023 5/18/2023 S03064
	Customer Contact: Email:	jeffbailey@santafesprings.org	Phone: (562) 868-0511 x74 Fax: (562) 868-7112	438
QUOTE PROVIDED TO: AB#: 6014477 CITY OF SANTA FE SPRINGS FINANCE DEPARTMENT 11710 TELEGRAPH RD SANTA FE SPRINGS, CA 90670		SHIP TO: AB#: 21734765 CITY OF SANTA FE SPRINGS JEFF BAILEY 11710 Telegraph Rd City Hall Santa Fe Springs, CA 90670		
(562) 868-0511		(562) 868-0511 x299		

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

*	Line #	Qty	ltem #	Mfg. Part #	Description	Mfg.	Price		Ext
	1	105	<u>41324069</u>	79P-05855	Govt. Select Office Professional Plus 2021 LTSC Per Device License Only Level D Microsoft Select	Microsoft Select	\$ 408.41	\$	42,883.05
	2				Enrollment # 6499870 PCN# B75EEC29			\$	-
				•	·		Subtotal	\$	42,883.05
							Fee	\$	0.00
							Shipping and Handling	C C	0.00

Exempt!

42,883.05



we solve IT

ORDERING INFORMATION GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

<u>Ordering Address</u> GovConnection, Inc. 732 Milford Road Merrimack, NH 03054 <u>Remittance Address</u> GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms: FOB Point: Maximum Order Limitation: FEIN: DUNS Number:	NET 30 (subject to approved credit) DESTINATION (within Continental US) NONE 52-1837891 80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already prenegotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:<u>https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm</u>

Please forward your Contract or Purchase Order to:	
SLEDOPS@connection.com	
QUESTIONS: Call 800-800-0019	

Microsoft Office 2013

Microsoft Office 2013 follows the Fixed Lifecycle Policy.

This applies to the following editions: Home and Business, Home and Student, Multi Language Pack, Professional, Professional Plus, Professional Plus Home Use Program, Standard, Web Apps Server

Support Dates

Listing	Start Date	Mainstream End Date	Extended End Date
Microsoft Office 2013	Jan 9, 2013	Apr 10, 2018	Apr 11, 2023

Releases

Version	Start Date	End Date
Service Pack 1	Feb 25, 2014	Apr 11, 2023
Original Release	Jan 9, 2013	Apr 14, 2015

Links

- Migration guidance
- Service pack policy

() Note

Service Pack 1 does not apply to the Web Apps Server edition.

Editions

- Home and Business
- Home and Student
- Multi Language Pack
- Professional
- Professional Plus
- Professional Plus Home Use Program
- Standard
- Web Apps Server

Volume Licensing Programs Comparison Chart

Commercial, Government, and Healthcare Programs

Benefits	Open License	Open Value	Open Value Subscription	Select License	Enterpri
Number of Desktop PCs	5 or more	5 - 250		Organizations with fewer than 150 desktop PCs are unlikely to purchase enough software to meet minimum purchase requirements.	250 or more
Organization Benefits	Open License has the minimum license requirements and offers you volume pricing with the flexibility to pay as you go. It allows you to acquire additional software products as needed to grow with your changing business needs. Open Business offers volume pricing with minimum license requirements. Open Volume offers a greater discount for a larger up-front order.	Open Value offers simplified license management for more control over your IT investment and better management of your software costs with the advantages of Software Assurance.	Open Value Subscription offers the lowest up-front costs with the flexibility to reduce your total licensing costs in years when your PC count declines.	Select License recognizes the customer upgrade cycle and allows for the potential of a greater point forecast. Volume price levels are established for each pool of products (applications, systems, or servers) based on a three-year software forecast that makes it easier to adapt your technology strategy and evolving business needs.	The Enterprise Agreemen over standard license prio license and budget tracki With the Enterprise Agree the latest Microsoft techr help enable IT standardiz
Products Included	All commercially available Microsoft software products on the product list.	Microsoft Professional Desktop Platform Products: 2007 Mic CAL Suite or Small Business Desktop Platform Products: 200 Small Business CAL Suite. Additional software products are a		All commercially available Microsoft License and Software Assurance software products on the product list.	Microsoft Enterprise Des Microsoft Enterprise Clier Professional Plus, Windor are available as needed.
Licensing Offerings	License, License and Software Assurance, and Software Assurance for renewals or eligible original equipment manufacturer (OEM) and full packaged product (FPP) purchases.	License and Software Assurance and Software Assurance ren	ewals.	License, License and Software Assurance, and Software Assurance for renewals or eligible original equipment manufacturer (OEM) and full packaged product (FPP) purchases.	License and Software Ass
Software Maintenance Options	Software Assurance is available at the time of license acquisition (License and Software Assurance). Software Assurance coverage is for two years or until the end of the term of Open License authorization number, whichever comes first.	Each License and Software Assurance order counts as one or Assurance orders. Subsequent orders can be as small as one Software Assurance coverage acquired through any Microsof in Open Value.	License and Software Assurance order. Renewal of	Ability to acquire Software Assurance throughout the three- year agreement term and renewals, but only at the time of license acquisition (License and Software Assurance) or renewal of Software Assurance. Coverage runs to the end of the agreement term.	Software Assurance is inc agreement term.
Pricing	Open Business: Requires only five licenses to enter the program. Open Volume: Each product offering (License, Software Assurance, and License and Software Assurance) is assigned specific point values to determine price levels. Points are calculated based on three product pools, with a minimum entry acquisition level of 500 points; 1 in each chosen pool. ¹	Minimum of five License and Software Assurance orders.		Each product offering (License, Software Assurance, and License and Software Assurance) is assigned specific point values to determine price levels. Points are calculated based on three product pools, with a minimum three-year forecast of points to be acquired for each price level: Level A: 1,500–11,999 points Level B: 12,000–29,999 points Level C: 30,000–74,999 points Level D: 75,000 plus points ¹	Price levels based on the in the enterprise: Level A: 250–2,399 comp Level B: 2,400–5,999 com Level C: 6,000–14,999 co Level D: 15,000 plus com
Agreement Term	Two years, not renewable.	Three years, renewable.			
Payment Options	Up-front payment only.	Annual payments or up-front.		Annual payments for License and Software Assurance and Software	ftware Assurance only.
How to Buy	A broad reseller channel.			Microsoft Authorized Large Account Resellers only.	Direct relationship with N
Product Fulfillment	Media must be acquired separately from Microsoft Worldwide Fulfillment.			Each enrollment receives one introductory Product Fulfillment Kit that contains an initial set of media for the product pools and language groups selected. Updates are provided throughout the agreement term.	Each enrollment receives products and language g
Software Assurance	Option to add Software Assurance at the time of acquiring the license.	Software Assurance is included at the time of acquiring the s term of the licensing agreement.	oftware license and can be used immediately throughout the	Option to add Software Assurance at the time of acquiring the license.	Software Assurance is inc term of the licensing agre
Online Services ²	Not offered	Offered			

¹ Level D pricing is available to entities that meet the threshold for the discount.

² Online Services refer to applications hosted at Microsoft Data Centers whose client bits may or may not be installed locally. They are priced monthly and billed annually for the term of the agreement. For e.g.,: Office Live Meeting, MS Exchange Hosted Services, Antigen (to be rebranded under ForeFront) etc.

prise Agreement

Enterprise Subscription Agreement

pricing, as well as simplified acking through a single agreement. greement, you can easily deploy rdization.

ment offers substantial cost savings The Enterprise Subscription Agreement offers substantial cost savings over standard license pricing on a subscription basis, allowing you to acquire only what you need when you need it, as well as simplified license and budget echnology across your enterprise to tracking through a single agreement. With the Enterprise Subscription Agreement, you can easily deploy the latest Microsoft technology across your enterprise to help enable IT standardization.

Desktop Platform Products: 2007 Microsoft Office Enterprise, Windows Vista Enterprise, and Client Access License Suite or Microsoft Professional Desktop Platform Products: 2007 Microsoft ndows Vista Enterprise, and Microsoft Core Client Access License Suite. Additional software products ed.

Assurance and Software Assurance renewals.

included as part of the Enterprise License. Software Assurance coverage runs to the end of the

ne number of qualified computers	Level A: 250-2,399 computers
	Level B: 2,400-5,999 computers
nputers	Level C: 6,000-14,999 computers
omputers	Level D: 15,000 plus computers ¹
computers	
mputers ¹	

th Microsoft, supported by Authorized Enterprise Software Advisors.

ves one introductory Product Fulfillment Kit that contains an initial set of media for the software e groups selected. Updates are provided throughout the agreement term.

included at the time of acquiring the software license and can be used immediately throughout the agreement.



City Council Meeting

CONSENT AGENDA

<u>Appropriate Funds for and Authorize the Purchase of a 3-Year Enterprise Protection</u> <u>Contract</u>

RECOMMENDATION

- Authorize the purchase of a 3-year Enterprise Protection service contract; and
- Appropriate \$60,000 from the General Fund unassigned reserves to account number 10129000-521000; and
- Authorize the Director of Purchasing Services to issue a purchase order to GovConnection, Inc. in the amount of \$59,902.28 for this purchase.

BACKGROUND

The City approved the purchase of two firewall appliances back in 2020. Included in the original purchase price was a 3-year Enterprise Protection service contract for our firewall appliances. Technology Services is recommending the purchase of another 3-year service contract from Fortinet through GovConnection, Inc. for both devices. This agreement will cost \$59,902.28. The pricing is based on Government Select Level D pricing.

The Enterprise Protection service bundle is a comprehensive package of security solutions that provides critical services to protect the City from cyber threats. The Enterprise Protection service bundle includes: 24x7 Comprehensive Support, Advanced Hardware Replacement (NBD), Firmware and General Upgrades, and the Enterprise Services Bundle (Application Control, Intrusion Prevention System, Antivirus, Botnet IP/Domain, Mobile Malware Service, Web Filtering, Antispam, FortiSandbox Cloud including Virus Outbreak and Content Disarm & Reconstruct Service, Security Rating Service, Industrial Security Service and FortiConverter service).

FISCAL IMPACT

The proposed purchase was not budgeted in the approved Fiscal Year 2022-23 Budget. Staff requests an appropriation from General Fund reserves to account number 10129000-521000 in the amount of \$59,902.28.

m Hatty

Tom Hatch Interim City Manager

<u>Attachment(s)</u> (1) GovConnection Quote

Report Submitted By: Jeff Bailey Finance & Administrative Services Date of Report: April 27, 2023



GovConnection, Inc.

Merrimack, NH 03054

732 Milford Road

Account Executive: David Spence

Phone: (800) 800-0019 ext. 75046

Email: david.spence@connection.com

Email: jeffbailey@santafesprings.org

Fax: 603-683-1133

SALES QUOTE

25475445.01

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 3/27/2023 Valid Through: 4/26/2023

S03064

Account Manager: Phone:

Fax: Email:

Customer Contact: Jeff Bailey

Phone: (562) 868-0511 x7438 Fax: (562) 868-7112

Account #:

QUOTE PROVIDED TO:	SHIP TO:			
AB#: 6014477	AB#: 21734765			
CITY OF SANTA FE SPRINGS	CITY OF SANTA FE SPRINGS			
FINANCE DEPARTMENT	JEFF BAILEY			
11710 TELEGRAPH RD	11710 Telegraph Rd			
SANTA FE SPRINGS, CA 90670	City Hall			
	Santa Fe Springs, CA 90670			
(562) 868-0511	(562) 868-0511 x299			

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or and earing in your Purchase Order are considered null and youd. Please refer to our Quote Number in your order

Line #	Qty	ltem #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1		3973402-1	Fortinet Support Coterm and Renewal (Quote-ID: 3973402-1) Fortinet	Fortinet	\$ 59,902.28	\$ 59,902.28
2				Serial Number: FG6H1ETB19902978 and FG6H1ETB19902966			\$ -
						Subtotal	\$ 59,902.28
						Fee	\$ 0.00

Total	\$ 59,902.28
Tax	Exempt!
Shipping and Handling	\$ 0.00
Fee	\$ 0.00



we solve IT

ORDERING INFORMATION GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address GovConnection, Inc. 732 Milford Road Merrimack, NH 03054 Remittance Address GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:<u>https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm</u>

Please forward your Contract or Purchase Order to:			
SLEDOPS@connection.com			
QUESTIONS: Call 800-800-0019			



City Council Meeting

CONSENT AGENDA

Approval and Adoption of City of Santa Fe Springs Transportation Study Guidelines

RECOMMENDATIONS:

- Find and determine that the project is Statutorily Exempt pursuant to Sections 15378(b)(5) and 15061(b)(3) of the California Environmental Quality Act (CEQA); and
- Adopt Resolution No. 9861 to approve and adopt the City of Santa Fe Springs Transportation Study Guidelines, based on the information and findings contained within the staff report.

BACKGROUND

Historically, the primary metric used to measure local transportation impacts has been Level of Service (LOS). LOS is a grading system with six designations that range from grade "A" to a grade "F", with LOS "A" representing the best conditions (free flowing) to "F" representing the worst conditions (congested), to score how well an intersection operates during morning and evening rush hour. LOS focuses on the potential impact on traffic congestion based on automobile delay and roadway capacity using traffic studies to determine whether a project will create additional delays on surrounding streets and intersections.

In 2013, Senate Bill 743 (SB 743 - Steinberg) was signed into law and changed the way transportation impacts are measured under the California Environmental Quality Act (CEQA). This is due to revamped thinking that the State cannot solve long commutes, traffic congestion, unsustainable land use patterns, and impacts to health, quality of life, and climate, by increasing roadway capacity (because expanded roads quickly fill up again due to pent- up demand) and lessening automobile delay/increasing vehicle speeds (because speeding up traffic flows would induce spreading development farther out, thus making accessibility to destinations more difficult and increasing vehicle miles and emissions).

SB 743 removed LOS as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected Vehicles Miles Travelled (VMT) as the preferred metric to comply with SB 743, as it is more aligned with the state's goals of reducing GHG emission through promotion of infill development, active transportation and other sustainable land use and transportation projects. As a result, local jurisdictions must transition from using LOS to the VMT methodology when evaluating transportation related impacts of a project for CEQA purposes.

Date of Report: April 27, 2023

VMT is a number that represents all the miles a vehicle must travel in one day for everyday errands and commutes to work based on land uses and location. A project with a high VMT number is not good for the environment because more vehicle miles traveled, means more greenhouse gas emitted. Places that have high VMT numbers are those where a vehicle is essential for daily trips. In areas where walking, bicycling, and public transit are convenient alternatives to driving, typically have a lower VMT, thus fewer GHG emissions.

The main difference between LOS and VMT analysis is that an LOS analysis focuses *local* transportation impacts while a VMT analysis focuses on *regional* impacts. Simply stated, VMT measures the per capita number of vehicle trips generated by a project and estimates the distances that those vehicles will travel to and from a project while LOS measures congestion levels at intersections.

It is important to note that cities may still use traffic studies and LOS to understand a project's effects on streets and intersections, but those studies can no longer be used for purpose of identifying impacts pursuant to CEQA. The City of Santa Fe Springs will continue to utilize traffic studies and LOS analysis to analyze a project's local transportation impacts.

CONSULTANT SELECTION

At the City Council meeting of September 26, 2019, the City Council authorized the Director of Planning to release a Request for Proposal (RFP) to qualified consultants to establish a new Vehicle Miles Traveled (VMT) methodology to evaluate transportation impacts consistent with the California Environmental Quality Act (CEQA) and meet the requirements of Senate Bill (SB) 743.

After releasing the RFP, the City received three (3) proposals. All three proposal were evaluated based on the evaluation criteria and point system as outlined in the City's RFP. Fehr & Peers was selected as the firm to create the new VMT methodology for the City.

On October 19, 2021, the City Council authorized the Mayor or designee to execute a Professional Services Agreement (PSA) with Fehr & Peers. The Planning and Development and Engineering Department staff, along with the City Attorney's office, have continued to work with Fehr & Peers to develop a Transportation Study Guidelines for Santa Fe Springs. The attached Transportation Study Guidelines is the result of said collaborative efforts.

RECOMMENDATION BY PLANNING COMMISSION

At the regularly scheduled Planning Commission meetings on March 14, 2022 and August 8, 2022, the City's transportation consultant (Fehr & Peers) provided a brief presentation to provide the commissioners with a general overview and update on SB

743 implementation, respectively. At the regularly scheduled Planning Commission meeting on April 10, 2023, after more than one and half years of collaboration and many revisions, the proposed Transportation Study Guidelines was presented to the Planning Commission. Following the presentation provided by the City's transportation consultant, the Planning Commission unanimously passed Resolution No, 228-2023 to recommend that the City Council adopt the City of Santa Fe Springs Transportation Study Guidelines. It should be noted that the Planning Commission did not suggest any changes to the proposed Transportation Study Guidelines and therefore the guidelines being forwarded to the City Council for consideration is unchanged.

OVERVIEW OF TRANSPORTATION STUDY GUIDELINES

In response to SB 743 and the termination of the Los Angeles County Congestion Management Plan (CMP) provisions, staff and City's transportation consulting firm, Fehr and Peers, has developed Transportation Study Guidelines (TSG) to establish standard procedures for consistent analysis and evaluation.

The TSG is organized into two sections. The first section is focused on regional travel and new procedures related to evaluating VMT, as required by SB 743, and identifying significant impacts for purposes of CEQA. Project screening to evaluate the level of analysis needed, analysis methods, thresholds of significance, and example mitigation options are addressed. The second section is focused on the Local Transportation Assessment (LTA) and includes both vehicular level of service (LOS) analyses and multimodal assessments to document consistency with General Plan policies for safe and efficient local operations.

Vehicle Miles Traveled (VMT Analysis)

Pursuant to the adoption of SB 743, the implementation of CEQA guidance for transportation impact assessment in the City of Santa Fe Springs includes the following:

- *VMT Screening*: The first step in the traffic analysis process is to determine when a VMT analysis is required. The City of Santa Fe Springs requires that VMT screening be conducted based on the recommendations of the Governor's Office of Planning & Research (OPR). OPR recommends that projects be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation projects that are not adding new travel lanes may be screened from further VMT analysis. *Table 1 within the Transportation Study Guidelines provides VMT Screening Guidance*.
- VMT Analysis Methodology: If the project is not screened from needing a VMT analysis (based on the screening criteria in Table 1), the Southern California Association of Governments (SCAG) regional Travel Demand Model should be used to estimate a project's VMT. OPR recommends that VMT be reported as

"Home-Based VMT" per capita for residential projects and "Home-Based Work VMT" per employee for office projects. Per OPR guidance, the City of Santa Fe Springs would evaluate each component of a mixed-use project independently and apply the significance threshold for the land use types proposed. Total VMT and/or VMT per service population (total of residents and employees) is to be reported for area plans, large-scale retail projects, or other project types, such as special event venues.

VMT analysis should provide 'project generated VMT' under the scenarios below. Project generated VMT shall include the VMT generated by the site that is then compared back to the City's threshold of significance. The VMT analysis should consider the potential impacts of the project under both existing and future/cumulative conditions as follows:

- Existing/Baseline Conditions Project-generated VMT should be estimated for the proposed land uses under existing/baseline conditions.
- *Existing/Baseline plus Project* The project land use would be added to the project Traffic Analysis Zone (TAZ) or a separate TAZ6 would be created to contain the project land uses.
- Cumulative Conditions Cumulative data is available from the SCAG model.
- Cumulative plus Project The project land use would either be added to the project TAZ or a separate TAZ would be created to contain and incorporate the project land uses using the future year SCAG model that reflects cumulative conditions.
- VMT Impact Thresholds: Projects exceeding a level of 15 percent below the • Baseline VMT (reported as VMT per capita, per employee, or per service population) are considered to have a significant VMT impact. For regional retail projects, projects resulting in a net increase in total Citywide VMT are considered to have a significant VMT impact. The City of Santa Fe Springs has defined the area encompassed by the City boundary and the City's Sphere of Influence (SOI) as the geographic area for impact analysis relating to residential and employment uses. The scale of analysis for retail projects will be based on changes to VMT for an area to be determined in consultation with City staff. The study area would be dependent on factors such as land use, scale, and proximity to the City's borders. The baseline VMT in the City of Santa Fe Springs and Sphere of Influence (SOI) for the year of 2020 are presented in Table 2A of the Transportation Study Guidelines. The VMT thresholds for projects and plans in the City of Santa Fe Springs are summarized in Table 2B of the Transportation Study Guidelines.

• *VMT Mitigation*: The types of mitigation that effect VMT are generally those that reduce the number of single-occupant vehicles generated by the site and/or reduce the distance of trips to/from the site. This can be accomplished by changing the land uses being proposed or by implementing transportation demand management (TDM) measures. *A total of 30 TDM strategies including site modifications, programming, and operational changes that a project may consider implementing to reduce VMT are detailed in Attachment D (VMT Mitigation Strategies) of the Transportation Study Guidelines.*

Local Transportation Assessment (LTA)

While LOS analysis will no longer be required for CEQA purposes, the City of Santa Fe Springs will continue to require an evaluation to identify potential safety and operational issues when applied against established City criteria. This approach continues to use Level of Service (LOS) to evaluate land development and infrastructure projects and adds elements to ensure that multimodal transportation considerations are consistent with the City's General Plan policies.

The Local Transportation Assessment (LTA) will analyze the changes in the LOS of designated intersections and/or roadway segments through a progression of scenarios beginning with existing traffic conditions. If any significant degradation of operations is indicated, the LTA will propose feasible improvements that are needed to accommodate the additional travel needs generated by the project.

Triggers and requirements for the LTA are identified in Section 3.1 of the Transportation Study Guidelines. Lastly, in addition to a requirements that the LTA must be prepared by a registered Civil or Traffic Engineer, or qualified transportation professional, the LTA report must include the following information:

- Project Description
- Transportation Circulation Setting
 - Existing and Proposed Site Uses
 - Existing and Proposed Complete Streets Environmental Assessments
 - Existing and Proposed Roadways and Intersections
- Analysis and Identification of Operational Deficiencies
 - Trip Generation Analysis
 - Trip Distribution
 - Related Projects List
 - o LOS analysis and City's Criteria
 - Traffic Signal Warrant Analysis
 - Operational Enhancement Measures
 - On-Site Parking Analysis
 - Access and Circulation Analysis

Report Submitted By: Cuong Nguyen Planning and Development Department Date of Report: April 27, 2023
Lastly, the attached Transportation Study Guidelines concludes with the following list of attachments:

- A. VMT Analysis Flowchart
- B. Glossary of Terms
- C. Detailed VMT Forecasting Information
- D. VMT Mitigation Strategies

GENERAL PLAN CONSISTENCY

The City's General Plan contains the goals, policies, and programs to address the current and future transportation challenges that the City will confront. The subject Transportation Study Guidelines will allow the city to meet the following goals and policies:

GOAL C-8: TRANSPORTATION SYSTEM DESIGNED TO REDUCE VEHICLE MILES TRAVELED

• <u>Policy C.8.1</u> *Reducing Vehicle Miles Traveled.* Integrate transportation and land use decisions to reduce vehicle miles traveled and greenhouse gas emissions.

GOAL C-9: A STREET NETWORK MANAGED TO MINIMIZE CONGESTION AND TRAFFIC IMPACTS

- <u>Policy C.9.1</u> *Traffic Impact Mitigation.* Require new development projects to mitigate off-site traffic impacts consistent with City policy and regulations.
- <u>Policy C.9.2</u>. *Traffic Impact Analysis*. Require new developments to include a traffic impact analysis.
- <u>Policy C.9.4</u>. *Traffic Signals*. Require new development to install traffic signals at intersections or arterials which, based on individual study, are shown to satisfy traffic signal warrants.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act California (CEQA) Guideline Sections 15378(b)(5) and 15061(b)(3), the proposed Transportation Study Guidelines is not a "project" under CEQA as it is an administrative activity of government and will not result in a direct or indirect physical change to the environment and, therefore, it has been determined that the subject project is not subject to CEQA.

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed Resolution (Resolution No. 9861) adopting the City of Santa Fe Springs Transportation Study Guidelines.

FISCAL IMPACT

The fiscal impact for the City of Santa Fe Springs Transportation Study Guidelines is tied to the consultant cost and city resources required to complete the guidelines. It should be noted that \$75,000 has already been allocated for this project into Account No: 1031-9000 (Planning-Non-Recurring). No Additional Resources are being requested at this time.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution 9861, to approve and adopt the City of Santa Fe Springs Transportation Study Guidelines.

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Tom Hatch Interim City Manager

Attachments:

- 1. Proposed City Council Resolution No. 9861
 - a. Exhibit A: City of Santa Fe Springs Transportation Study Guidelines.
- 2. Planning Commission Staff Report
- 3. Planning Commission Resolution No. 228-2023
 - a. Exhibit A: City of Santa Fe Springs Transportation Study Guidelines (*Not attached same as Exhibit A for Resolution No. 9861*)

RESOLUTION NO. 9861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPTING THE CITY OF SANTA FE SPRINGS TRANSPORATION STUDY GUIDELINES, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, SB 743, which was signed into law in 2013 and codified in Public Resources Code section 21099, required changes to the California Environmental Quality Act (CEQA) Guidelines regarding the analysis of transportation impacts, and changed the way transportation impacts are evaluated under CEQA; and

WHEREAS, the Governor's Office of Planning and Research (OPR) was tasked to amend the CEQA Guidelines to provide an alternative to the traditional metric of level of service (LOS), which is based on automobile delay and roadway capacity, in order to promote three statutory goals: 1) the reduction of greenhouse gas (GHG) emissions; 2) the development of multimodal transportation networks; and 3) a diversity of land uses, and OPR concluded that the use of Vehicle Miles Traveled (VMT) would adequately analyze a project's transportation impacts while supporting all three statutory goals; and

WHEREAS, On December 28, 2018, the California Natural Resources Agency certified and adopted the revised CEQA Guidelines, adding Section 15064.3 which provides a new methodology for determining the significance of transportation projects; and

WHEREAS, VMT is now the metric for transportation analysis under CEQA, LOS/ automobile delay is no longer considered a significant impact on the environment under CEQA, and VMT exceeding an applicable threshold of significance may indicate a significant impact; and

WHEREAS, SB 743 does not prevent the City from continuing to analyze delay or LOS outside of the CEQA review process for other transportation planning or analysis purposes unrelated to CEQA traffic impacts such as land use adjacency, general plan consistency, safety, community benefits, and/or public health pursuant to the City's existing general plan goals; and

WHEREAS, CEQA Guidelines Section 15064.7 encourages each public agency "to develop and public thresholds of significance that the agency uses in determination of the significance of environmental effects" where a threshold is "an identifiable quantitative, qualitative, or performance level of a particular environmental effect…"; and

WHEREAS, the CEQA Guidelines make clear that the City has discretion to choose the most appropriate methodology to evaluate a project's VMT, including whether to express the change in absolute terms, per capita, per household, or in any other measure; and

WHEREAS, the City desires to establish guidelines for the preparation of analysis of impacts under the thresholds for vehicle miles traveled, pursuant to Public Resource Code Section 21082; and

WHERAS, the City further desires to establish guidelines using level of service, also known as LOS, to evaluate land development and infrastructure projects to identify potential safety and operation issues and ensure that multimodal transportation considerations are consistent with the City's general plan policies; and

WHEREAS, the adoption of the Transportation Study Guidelines, which is an action consistent with SB 743, will not result in a direct or reasonably foreseeable indirect physical change in the environment, and accordingly, the adoption of the attached Guidelines is not a "project" within the meaning of CEQA pursuant to Sections 15378(b)(5) and 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, on April 10, 2023, the City of Santa Fe Springs Planning Commission considered the written and oral staff report, and any public testimony, written comments, or other materials presented at the Planning Commission Meeting concerning the City of Santa Fe Springs Transportation Study Guidelines; and

WHEREAS, the City of Santa Fe Springs Planning Commission unanimously passed Resolution No. 228-2023 to recommend that the City Council adopt the City of Santa Fe Springs Transportation Study Guidelines; and

WHEREAS, The City's general plan contains the goals, policies, and programs to address the current and future transportation challenges that the City will confront, and the subject Transportation Study Guidelines will allow the City to meet the following goals and policies:

<u>GOAL C-8:</u> TRANSPORTATION SYSTEM DESIGNED TO REDUCE VEHICLE MILES TRAVELED

• <u>Policy C.8.1</u> Reducing Vehicle Miles Traveled. Integrate transportation and land use decisions to reduce vehicle miles traveled and greenhouse gas emissions.

<u>GOAL C-9</u>: A STREET NETWORK MANAGED TO MINIMIZE CONGESTION AND TRAFFIC IMPACTS

- <u>Policy C.9.1</u> Traffic Impact Mitigation. Require new development projects to mitigate off-site traffic impacts consistent with City policy and regulations.
- <u>Policy C.</u>9.2. Traffic Impact Analysis. Require new developments to include a traffic impact analysis.
 <u>Policy C.</u>9.4. Traffic Signals. Require new development to install traffic signals at intersections or arterials which, based on individual study, are shown to satisfy traffic signal warrants

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

The City Council approves and adopts the Transportation Study Guidelines attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED this 2nd day of May, 2023, by the following vote:

AYES: NAYES: ABSENT: ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Exhibit A City of Santa Fe Springs Transportation Study Guidelines



City of Santa Fe Springs Transportation Study Guidelines

February 2023

Table of Contents

1	Introdu		3
2	CEQA R	Regional Analysis Overview	4
	2.1 V	ehicle Miles Traveled (VMT) Analysis	4
	2.2 V	MT Screening Criteria	5
	2.3 V	MT Analysis Methodology	11
	2.3.2	2 VMT Impact Thresholds	12
	2.3.3	3 VMT Mitigation	14
3	Local T	ransportation Assessment Overview	15
	3.1 Lo	ocal Transportation Assessment Study Scope	16
	3.2 Lo	ocal Transportation Assessment Report Contents	17
	3.2.1	Project Description	17
	3.2.2	2 Transportation Circulation Setting	17
	3.2.3	Analysis and Identification of Operational Deficiencies	
4	Attachr	ments	23
	4.1 A	ttachment A: VMT Analysis Flowchart	23
	4.2 A	ttachment B: Glossary of Terms	25
	4.3 A	ttachment C: Detailed VMT Forecasting Information	
	4.3.1	VMT Forecasting Instructions	
	4.3.2	2 Appropriateness Checks	31
	4.4 A	ttachment D: VMT Mitigation Strategies	

1 Introduction

There are four questions in the section XVII of California Environmental Quality Act (CEQA) Transportation Checklist.¹ Would the project:

- a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
- b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?
- c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- d. Result in inadequate emergency access?

The second question (b) is referring to the CEQA Guidelines section 15064.3, subdivision (b), which describes potential impacts to Vehicle Miles Traveled (VMT). VMT is the new performance measure to determine significant transportation impacts under CEQA, after California Senate Bill 743 (SB 743) eliminated level of service (LOS).

In response to SB 743 and the termination of Los Angeles County Congestion Management Program (CMP) provisions, the City of Santa Fe Springs has established the following guidelines for the preparation of a Transportation Impact Study (TIS) Report.

The purpose of these guidelines is to establish standard procedures for consistent analysis and evaluation. It is strongly recommended that the transportation professional representing developers, property owners and/or architects consult with City staff prior to commencing the study, making assumptions, and/or performing any traffic data collection.

The document is organized into two sections. The first section is focused on regional travel and new procedures related to evaluating VMT, as required by SB 743, and identifying significant impacts for purposes of CEQA. Project screening to evaluate the level of analysis needed, analysis methods, thresholds of significance, and example mitigation options are addressed. The second section is focused on the Local Transportation Assessment (LTA) and includes both vehicular level of service (LOS) analyses and multimodal assessments to document consistency with General Plan policies for safe and efficient local operations. For more information about the City's goals regarding LOS, local safety, and operational guidance please refer to the Circulation Element of the City's General Plan.

¹ 2021 CEQA Statue & Guidelines, Page 340, https://www.califaep.org/docs/CEQA_Handbook_2021.pdf

2 CEQA Regional Analysis Overview

2.1 Vehicle Miles Traveled (VMT) Analysis

Pursuant to the adoption of SB 743, the implementation of CEQA guidance for transportation impact assessment in the City of Santa Fe Springs includes the following:

- <u>VMT Screening</u>: The first step in the traffic analysis process is to determine when a VMT analysis is required. The City of Santa Fe Springs requires that VMT screening be conducted based on the recommendations of the Governor's Office of Planning & Research (OPR). OPR recommends that projects be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation projects that are not adding new travel lanes may be screened from further VMT analysis. Details on applying the VMT screening process are provided in Table 1.
- VMT Analysis Methodology: If the project is not screened from needing a VMT analysis, the Southern California Association of Governments (SCAG) regional Travel Demand Model should be used to estimate a project's VMT. OPR recommends that VMT be reported as "Home-Based VMT" per capita for residential projects and "Home-Based Work VMT" per employee for office projects. Per OPR guidance, the City of Santa Fe Springs would evaluate each component of a mixed-use project independently and apply the significance threshold for the land use types proposed. Total VMT and/or VMT per service population (total of residents and employees) is to be reported for area plans, large-scale retail projects, or other project types, such as special event venues.
- VMT Impact Thresholds: Projects exceeding a level of 15 percent below the Baseline VMT (reported as VMT per capita, per employee, or per service population) are considered to have a significant VMT impact. For regional retail projects, projects resulting in a net increase in total Citywide VMT are considered to have a significant VMT impact. The City of Santa Fe Springs has defined the area encompassed by the City boundary and the City's Sphere of Influence (SOI) as the geographic area for impact analysis relating to residential and employment uses. The scale of analysis for retail projects will be based on changes to VMT for an area to be determined in consultation with City staff. The study area would be dependent on factors such as land use, scale, and proximity to the City's borders.
- <u>VMT Mitigation</u>: The types of mitigation that effect VMT are generally those that reduce the number of single-occupant vehicles generated by the site and/or reduce the distance of trips to/from the site. This can be accomplished by

changing the land uses being proposed or by implementing transportation demand management (TDM) measures.

Attachment A shows the flowchart of VMT assessment for the City of Santa Fe Springs. The following sections describe the CEQA analysis process in greater detail.

2.2 VMT Screening Criteria

Based on the guidance provided by OPR, land use projects can be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation projects that are not adding new travel lanes may be screened from further VMT analysis. Screening opportunities in the City of Santa Fe Springs are described in Table 1. A project only needs to satisfy one of the screening criteria to be exempt from requiring further VMT analysis.

In the screening criteria of transit proximity, projects located in a Transit Priority Area (TPA) may be screened out from conducting a VMT analysis because they are presumed to have a less than significant impact absent substantial evidence to the contrary. The City of Santa Fe Springs has determined TPAs to be areas within one-half mile of where two or more 15-minute (during commute hours) bus routes intersect or within one-half mile of a corridor served by 15-minute (during commute hours) bus service.

Figure 1 shows the TPAs within the City of Santa Fe Springs. Transit service may change over time; Figure 1 includes the TPAs in Santa Fe Springs as of May 2022 and includes future conditions when the Eastside Transit Corridor Phase 2 Project (Metro L Line) is complete.² As project applicants seek to use this screening criteria, they are responsible for reviewing the current transit service and demonstrating how their project qualifies for this screening criteria. Applying the TPA screening for the future Eastside Transit Corridor Train station would only be appropriate when the anticipated opening year of a project aligns with anticipated opening year of the Metro L Line. Please refer to Figures 2, 3, and 4 for Citywide mapping of high/low VMT areas for daily total VMT, residential VMT, and employment VMT, respectively.

² Bus schedules were adjusted in August 2020 in response to COVID-19.

TABLE 1: VMT SCREENING GUIDANCE			
Screening Categories	Project Requirements to Meet Screening Criteria		
Project Size	A project that generates 110 or fewer daily trips.		
Locally Serving Retail	A project that has locally serving retail uses that are 50,000 square feet or less, including specialty retail, shopping center, grocery store, pharmacy, financial services/banks, fitness center or health club, restaurant, and café. If the project contains other land uses, those uses need to be considered under other applicable screening criteria. Proposed projects less than 50,000 square feet that are unique uses or regional draws, may require additional information or evidence that they will be local-serving.		
Project Located in a Low VMT Area	A residential or office project that is located in a Traffic Analysis Zone (TAZ) that is already 15% below the City and Sphere of Influence (SOI) Baseline VMT. (See Figures 2-4.)		
Transit Proximity	 For existing baseline projects that are located within a ½ mile of where two or more 15-minute (during commute hours) bus routes intersect or within a ½ mile of a corridor served by 15-minute (during commute hours) bus service may be eligible. Future baseline conditions would also include the area located within a ½ mile of the Eastside Transit Corridor Phase 2 Project. In addition to the above criteria, the project should meet the following criteria: A Floor Area Ratio (FAR) of 0.75 or greater Is consistent with the applicable SCAG Sustainable Community Strategy (SCS) (as determined by the City) Does not provide more parking than required by the City Does not replace affordable housing units 		
Affordable Housing	A residential project that provides affordable housing units; if part of a larger development, only those units that meet the definition of affordable housing satisfy the screening criteria.		
Transportation Facilities	Transportation projects that promote non-auto travel, improve safety, or improve traffic operations at current bottlenecks, such as transit, bicycle and pedestrian facilities, intersection traffic control (e.g., traffic signals or roundabouts), or widening at intersections to provide new turn lanes.		



Figure 1



Existing TPA (Metrolink Station) Future TPA (L Line Stations) Santa Fe Springs

Transit Priority Areas (TPAs) Santa Fe Springs Future & Existing





Figure 2

Total VMT per Service Population









10

2.3VMT Analysis Methodology

For projects that do not meet any of the screening criteria in Table 1, a VMT analysis is required and should rely on a reasonable standard of care to develop trip generation and trip length estimates for the project uses. For land use plans (e.g., Specific Plan or General Plan) and projects consisting of residential, office, industrial, or retail, the VMT analysis should be conducted using the SCAG regional Travel Demand Model. For other project types, such as a performing arts center or special event venues, the VMT analysis should be customized to determine the unique trip generation and trip length characteristics of the proposed uses. This approach should be determined in consultation with City of Santa Fe Springs staff.

VMT analysis should provide 'project generated VMT' under the scenarios below. Project generated VMT shall include the VMT generated by the site that is then compared back to the City's threshold of significance. The VMT analysis should consider the potential impacts of the project under both existing and future/cumulative conditions as follows:

2.3.1.1 Existing/Baseline Conditions

Project-generated VMT should be estimated for the proposed land uses under existing/baseline conditions. VMT can be estimated using the SCAG regional Travel Demand Model and should be reported as Total VMT per service population (area plans, large-scale retail projects, or other project types, such as special event venues; see Figure 2), Home-Based VMT per capita (residential projects; see Figure 3), and Home-Based Work VMT per employee (office, industrial or other employment-generating projects; see Figure 4). For land use plans, Total VMT per service population or Total VMT can be used to determine potential impacts. Baseline conditions typically represent the year of the Notice of Preparation (NOP).³ Interpolation between SCAG's base year model and future year model may be required to identify the VMT representative of the baseline year⁴. Per OPR guidelines, truck-generated VMT analysis is not required for transportation impact assessment.⁵ The traffic effects of trucks are studied under the Local Transportation Assessment.

2020 baseline VMT estimates are based on data derived from the SCAG regional Travel Demand Model. Updates should be done on a four-year cycle, following when SCAG updates their most recent RTP/SCS regional model for local agency use.

³ If an EIR is required, baseline conditions should be tied to the NOP date. If an EIR is not required, the baseline may be tied to when an application is deemed complete.

⁴ Base year and future year SCAG's model information are based on SCAG Regional Transportation Plan (RTP) Scenario years and can be requested from SCAG.

⁵ Truck-generated VMT is not analyzed under a CEQA transportation impact study, however, it is analyzed as part of CEQA's air quality and greenhouse gas analysis.

Existing/Baseline plus Project

The project land use would be added to the project TAZ or a separate TAZ⁶ would be created to contain the project land uses. A full model run of the baseline scenario year would be performed and VMT changes would be isolated for the project TAZ and across the full model network. If this scenario results in a less-than-significant impact, then additional cumulative scenario analysis may not be required (see next section).

2.3.1.2 Cumulative Conditions

This data is available from the SCAG model. However, a less than significant impact under Existing/Baseline conditions would also result in a less than significant cumulative impact as long as the project is consistent with the SCAG Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS).

2.3.1.3 Cumulative plus Project

The project land use would either be added to the project TAZ or a separate TAZ would be created to contain the project land uses using the future year SCAG model that reflects cumulative conditions. VMT should be reported as Total VMT per service population, Home-Based VMT per capita, or Home-Based Work VMT per employee. For land use plans, Total VMT per service population or Total VMT can be used to determine potential impacts.

The baseline and cumulative "plus project" scenarios noted above will summarize project generated VMT (per service population, per capita, or per employee) and compare it back to the appropriate benchmark noted in the thresholds of significance.

Project-generated VMT shall be extracted from the travel demand forecasting model using the origin-destination trip matrix and shall multiply that matrix by the final assignment skims. A glossary of terms and a detailed description of this process is attached to these guidelines in Attachment B and C.

2.3.2 VMT Impact Thresholds

OPR has identified 15% below the average baseline VMT as the threshold for identifying a significant VMT impact for land use projects and plans. This is based on research conducted to determine the VMT reduction needed to help the State achieve its climate goals. The California Air Resources Board has quantified the need for VMT reduction to meet the State's long-term climate goals and OPR sees reducing VMT to 15% below existing conditions as a reasonable threshold for new development projects. OPR guidance is also provided for transportation projects. For roadway widening and transportation infrastructure projects, a significant impact would occur if the project increased the baseline VMT in the study area. The baseline VMT in the City of Santa Fe Springs and

⁶ Project land use will be added to a separate TAZ accounted separately for other existing land use in the TAZ.

Sphere of Influence (SOI) are presented in Table 2A. The VMT thresholds for projects and plans in the City of Santa Fe Springs are summarized in Table 2B.

TABLE 2A: BASELINE VMT IN THE CITY OF SANTA FE SPRINGS AND SOI ⁷			
VMT Metrics	Average VMT (2020 Baseline)		
Total VMT per Service Population	33.1		
Home-Based VMT per Capita	17.2		
Home-Based Work VMT per Employee	18.3		

TABLE 2B: VMT IMPACT THRESHOLDS			
Project Type	Threshold for Determination of Significant VMT Impact		
Residential Project	Project exceeds 15% below City + SOI Baseline VMT for home-based VMT per capita		
Office (Commercial or Light Industrial) Project	Project exceeds 15% below City + SOI Baseline VMT for home-based work VMT per employee		
Regional Retail Project ⁸	Project results in a net increase in total VMT in comparison to the City + SOI Baseline VMT		
Mixed-Use Projects	Evaluate each project land use component separately using the criteria above		
Land Use Plans	Plan exceeds 15% below City + SOI Baseline VMT for Total VMT per service population		
Other Land Use Types	Project exceeds 15% below City + SOI Baseline VMT. For land use types not listed above, the City can determine the appropriate VMT metric depending on the project characteristics. For projects that are generally producing job- related travel, the employment generating VMT (home- based work VMT per employee) can be compared to the baseline. For other projects, the total VMT can be compared to the City + SOI baseline to determine if the net change in Total VMT exceeds the baseline without the project.		

⁷ SCAG model was used to estimate the Baseline VMT metrics.

⁸ Per the Governor's Office of Planning and Research (OPR) guidance, regional retail projects are those that exceed 50,000 square feet.

Transportation Projects	Project results in an increase in VMT (induced VMT due to added capacity to roadway network) in the City in comparison to baseline conditions
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2.3.3 VMT Mitigation

The types of mitigation that affect VMT are those that reduce the number of single-occupant vehicles generated by the project. This can be accomplished by changing the land uses being proposed or by implementing Transportation Demand Management (TDM) strategies. TDM strategies have been determined to be among the most effective VMT impact mitigators. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.

The effectiveness of identified TDM strategies is based primarily on research documented in the 2021 California Air Pollution Control Officers Association (CAPCOA) publication, *Handbook for Analyzing GHG Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA, 2021). CAPCOA offers methodology based on preferred literature, along with methodology based on alternative literature, for each strategy. The strategies described in Attachment D are a sample of the options most effective in areas like the City of Santa Fe Springs. For a comprehensive list of available TDM strategies, please refer to Handbook for Analyzing GHG Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. Attachment D to this document provides a comparison of the VMT reductions that can be expected from the strategies in the CAPCOA guidance with anticipated reductions as described in literature that has been published after 2021.

The CAPCOA document contains detailed equations on applying these TDM reductions given the land use type and built environment context. The percent reduction shown in Attachment D should not be directly applied to a project. In addition, some TDM strategies have complementary benefits on reducing VMT and need to be considered in combination and not individually.

Specific mitigation strategies need to be tailored to the project characteristics and their effectiveness needs to be analyzed and documented as part of the environmental review process to determine if impacts could be mitigated or if they would remain significant and unavoidable. Given that research on the effectiveness of TDM strategies is continuing to evolve, feasible mitigation measures should be considered based on the best data available at the time a project is being considered by the City and documented accordingly in the Transportation Impact Study.

The City of Santa Fe Springs prepared a VMT Evaluation Tool and Users' Guide to assist developers in screening and estimating project-generated VMT by land use and calculating VMT reductions associated with certain VMT-reducing mitigation measures. The VMT Evaluation Tool demonstrates how a mitigation measure, or a combination of complementary measures, can affect a project's VMT.

3 Local Transportation Assessment Overview

In addition to VMT analysis for CEQA, the City of Santa Fe Springs requires an evaluation to identify potential safety and operational issues when applied against established City criteria. This approach continues to use Level of Service (LOS) to evaluate land development and infrastructure projects and adds elements to ensure that multimodal transportation considerations are consistent with the City's General Plan policies.

In the event a development project significantly degrades the effective use or safety of City streets, improvements may be required. Required improvements should consider transit, bicycle, and pedestrian improvements as well as roadway and operational improvements.

The Local Transportation Assessment (LTA) will analyze the changes in the LOS of designated intersections and/or roadway segments through a progression of scenarios beginning with existing traffic conditions. If any significant degradation of operations is indicated, the LTA will propose feasible improvements that are needed to accommodate the additional travel needs generated by the project.

The City standard for the minimum LOS for intersections and roadway segments is:

LOS D or better

The traffic analysis should not use any traffic counts that are more than <u>four months</u> old without the advanced approval of the City Traffic Engineer. If traffic counts taken within the last four months are not available, then new traffic counts shall be collected by a qualified data collection firm. Traffic counts are required to be performed within typical traffic conditions. Traffic count collection shall not be performed during:

- 1. Holidays (or holiday periods)
- 2. Construction periods (when there are existing roadway detours, traffic control, or construction impacting study intersections and roadways)
- 3. Other significant circumstances (e.g. national emergencies or special occasions that may alter typical traffic conditions)

Any work performed on City right-of-way will require a permit. The City can provide a "No fee permit" after receiving a proposed work schedule.⁹

⁹ City street sweeping schedules will need to be reviewed.

3.1 Local Transportation Assessment Study Scope

The City is generally concerned with degradations to traffic operations and safety if:

- 1. Traffic generated (autos & truck) by a project alone or cumulatively with other related projects, when added to existing traffic volumes, exceeds certain capacity thresholds of an intersection or roadway, contributes to an unacceptable LOS, or exacerbates an existing congested condition.
- 2. Project generated traffic (autos & truck) interferes with the existing traffic flow (e.g., due to the location of access roads, driveways, and parking facilities).
- 3. Proposed access locations do not provide for adequate safety (e.g., due to limited visibility on curving roadways- stopping site distance may be required)¹⁰.
- 4. Nonresidential uses generate commuter or truck traffic through a residential area.
- 5. Project generated traffic significantly increases on a residential street and alters its residential character.
- 6. Turning movements (autos & truck) are identified to impact existing and/or future conditions.
- 7. Any vehicle queuing for all movements on principal and collector roadways adjacent or less than 1,000 feet from the project site.

The LTA must be prepared by a registered Civil or Traffic Engineer, or qualified transportation professional. The LTA is generally needed if a project generates any additional vehicle trips that are assigned to any movement (left/through/right-turns to any intersection approach) at a signalized intersection in the peak hour or where other possible adverse operational degradations may occur, as discussed below. Study locations would be determined in consultation with City staff and should include:

- All primary project driveways
- All signalized intersections within 1,000 feet of primary project driveways, regardless of jurisdictional boundary
- Unsignalized intersections within 1,000 feet of the project site or that serve as project access points regardless of jurisdictional boundary
- All signalized intersections within a half mile radius to the project site where the project would add trips, regardless of jurisdictional boundary

¹⁰ The result of this safety analysis can be used for CEQA checklist item c.

3.2 Local Transportation Assessment Report Contents

3.2.1 Project Description

The following information is required:

- 1. A description of the project, including those factors which quantify traffic generators, e.g., dwelling units, square feet of office space, persons to be employed, restaurant seats, acres of raw land, etc. For residential developments, the description should indicate the types of residence (e.g., one level or townhouse condominiums, and if its use is for families, adults, or retirees).
- 2. A site plan showing proposed driveways, streets, internal circulation, and any new parking facilities on the project site.
- 3. A study area map showing the site location and the study area relative to other transportation systems.

3.2.2 Transportation Circulation Setting

The following information is required:

- 1. <u>Existing and Proposed Site Uses</u>: A description of the permitted and/or proposed uses of the project site in terms of the various zoning and land use categories of the City, and the status and the usage of any facilities currently existing on the site.
- 2. Existing and Proposed Complete Streets Environment Assessment: This section is intended to describe the existing pedestrian, bicycle, and transit facilities in the area of the proposed project and whether the proposed project degrades or augments physical conditions and/or adds substantial pedestrian, bicycle, or transit demand to inadequate facilities. The project should describe and/or provide figures that document existing and planned pedestrian, bicycle, and transit facilities within ¼ mile of the site that may be used by travelers between the project and uses such as parks, government offices, bike/walking trails, schools, bus stops, libraries, medical centers, and other pedestrian generators. The inventory should include missing sidewalks, marked crossings, curb extensions, transit amenities (bench, shade, trash, transit info), bike lanes/routes, and relevant active transportation infrastructure.
- 3. <u>Existing and Proposed Roadways and Intersections:</u> A description of existing streets and roadways, both within the project site (if any) and in the surrounding area. Include information on the roadway classifications, the number of lanes and roadway widths, signalized intersections, separate turn lanes, and the signal phases for turning movements.

3.2.3 Analysis and Identification of Operational Deficiencies

The following information is required in the LTA:

Trip Generation Analysis

Tabulate the estimated number of daily trips and A.M. and P.M. peak-hour trips generated by the proposed project entering and exiting the site. Trip generation factors and source are to be included. The trip generation rates contained in the latest edition of the Institute of Transportation Engineers Trip Generation manual should generally be used unless better information is available.

There may be a trip reduction due to internal and/or pass-by trips. Internal trip reduction can only be applied for mixed-use types of developments and pass-by trip reduction for retail/commercial types of developments. Internal or pass-by trip reduction assumptions will require analytical support based on verifiable actual similar developments to demonstrate how the figures were derived and will require approval by the City.

Trip Distribution

Diagrams showing the percentages and volumes of the project and nearby project's A.M. and P.M. peak-hour trips logically distributed on the roadway system must be provided. If it is assumed that new routes will alter traffic patterns, adequate backup including traffic distribution maps must be provided showing how and why these routes will alter traffic patterns.

The study area should include arterial highways, freeways, and intersections generally within a onemile radius of the project site.

Related Projects List

A list of related projects that are within a one-half mile radius of the project site and would reasonably be expected to be in place by the project's build out year must be included in the report. Related projects shall include all pending, approved, recorded, or constructed projects that are not occupied at the time of the existing traffic counts. Related projects can be obtained from the Santa Fe Springs Planning department.

A table and a map showing the status, project/zone change/conditional use permit/parcel map/tract number, and the location of each project must be provided.

LOS Analysis and City's Criteria

If it appears that the project's generated traffic alone or together with other projects in the area could worsen the LOS of an intersection or roadway, a "before" and "after" LOS analysis is necessary. The latest version of the Highway Capacity Manual (HCM) should be applied to assess existing and future LOS at intersections.

Intersection LOS analysis and calculation work sheets, as well as diagrams showing turning volumes shall be included in the report for the following traffic conditions.

- i. Existing traffic;
- ii. Existing traffic plus ambient growth to the year the project will be completed;
- iii. Traffic in (ii) plus project traffic;
- iv. Traffic in (iii) with the proposed operational enhancements (if necessary);
- v. Traffic in (iii) plus the cumulative traffic of other known developments; and
- vi. Traffic in (v) with the proposed operational enhancements (if necessary)

The project's effect on two-lane roadways should also be analyzed for all the above traffic conditions if those two-lane roadways are used for site access. LOS analysis contained in the Highway Capacity Analysis, Chapter 8, Two-Lane Highways, should be used to evaluate the project's effect.

The City standard for the minimum LOS for intersections and roadway segments is LOS D or better. Intersections in the City that do not meet these targets are considered deficient.

Signalized intersections will require improvements if the following conditions are met:

- For an intersection with LOS D or better, the addition of project traffic results in the degradation of intersection operations to LOS E or F.
- For an intersection with LOS E or F, the addition of project traffic results in any degradation of intersection operations.

Unsignalized intersections will require improvements if the following conditions are met:

- For an intersection with LOS D or better, the addition of project traffic results in the degradation of any individual movement at the intersection to LOS E or F, or for an intersection with LOS E or F, the addition of project traffic results in the degradation of any individual movement, and
- The intersection meets peak hour signal warrants either caused by project volumes, or project volumes are added at an intersection that meets peak hour signal warrants in the baseline scenario(s). Peak hour signal warrants should be determined based on the latest California Manual on Uniform Traffic Control Devices (CA MUTCD).

Roadway segments shall be reviewed on a case-by-case basis. Deficiencies identified to be improved will be determined in coordination with the City Traffic Engineer based on various factors including determined LOS, anticipated street improvements, and LOS at critical intersections along the roadway segment.

Traffic Signals

The following information is required if the installation of a traffic signal is being considered:

Traffic signal warrant analysis using the State of California Department of Transportation (Caltrans) Peak-Hour (Figures 9-8 and 9-9 of Caltrans Traffic Manual) and Estimated Average Daily (Figure 9-4 of Caltrans Traffic Manual) Traffic Warrant Analysis should be provided. In certain situations, the other available signal warrants may also be required. If the installation of signals is warranted with the addition of the project's traffic, then the installation will be the sole responsibility of the project. If it is warranted with cumulative traffic of the project and other related projects, the following formula should be used to calculate the project percent share.

Project Percentage Share = Project Traffic / (Project + Other Related Projects Traffic)

The project percent share should be based on the peak-hour volumes that warrant signals. If both peak hours satisfy the installation of signals, the average of the two peak-hour volumes should be used in the percent share analysis.

Operational Enhancement Measures

The following information is required if study intersections or roadway segments are found to be deficient:

Identify feasible operational enhancements to reduce the projects' operational deficiencies to a level below the threshold identified. Also, identify those measures which will be implemented by others. Those measures that are assumed to be implemented by others will be made a condition of approval for the project to be in place prior to issuance of building permits. It is important to <u>note that some of the operational enhancement measures may require additional CEQA analysis (e.g. VMT analysis) and could include the following:</u>

- a. Traffic Engineering Techniques
 - i. Locate access points to optimize visibility and reduce potential conflict.
 - ii. Design parking facilities to avoid queuing into public streets during peak arrival periods.
 - iii. Provide additional off-street parking (e.g. for Transportation Network Companies (TNCs) or commercial vehicle delivery).
 - iv. Dedicate visibility easements to assure adequate sight distance at intersections and driveways.
 - v. Signalize or modify traffic signals at intersections.

- vi. Install left-turn phasing and/or multiple turning lanes to accommodate particularly heavy turning movements.
- vii. Provide left- or right-turn lanes to lessen interference with the traffic flow.
- viii. Prohibit left turns to and from the proposed development.
- b. Contribute to a benefit district to fund major capital improvements
 - i. Construct a grade separation.
 - ii. Improve or construct alternate routes.
 - iii. Complete proposed Capital Projects in the City's Capital Improvement Program.
 - iv. Improve freeway interchanges (bridge, widening, modifications, and etc.)
- c. Transportation System Management (TSM) Techniques¹¹
 - i. Establish flexible working hours.
 - ii. Encourage employee use of carpools and public transportation (specific measures must be indicated).
 - iii. Establish preferential parking for carpools.
 - iv. Restrict truck deliveries to Major and Secondary highways and encourage deliveries during the off-peak hours.
 - v. Establish a monitoring program to ensure that project traffic volumes do not exceed projected traffic demand.

On-Site Parking Analysis

This analysis will address the on-site parking supply versus parking required per City code. If the proposed development is of mixed-use type, a table shall be included presenting each land use, its size, and the code parking requirement. This table should clearly indicate how the code parking was calculated and include the proposed on-site parking supply together with the resultant surplus or deficit from code requirements.

Should the on-site parking supply be less than required by the City code, a detailed explanation justifying a reduction to the code requirement must be included. Note that this does not eliminate

¹¹ Contributions to a benefit district and/or TSM techniques may not be used to lower LOS in the capacity calculations.

the need for any zoning code variance. Shared parking evaluations will be considered when appropriate.

Access and Circulation Analysis

The project's effects on access points and on-site circulation shall be analyzed. The analysis shall, as appropriate, include the following:

- a. Number of access points proposed for the project site.
- b. Space between driveways and intersections.
- c. Potential signalization of driveways.
- d. On-site stacking distance. (including uses with a drive thru.)
- e. Shared access.
- f. Turn conflicts/restrictions.
- g. Adequate site distance.
- h. Driveway improvements.
- i. Pedestrian connections.
- j. Any other operational characteristics (as identified by City staff).

If the proposed project is a residential or commercial use with privacy gates, the applicant shall provide a stacking analysis for review and approval. The adequacy of the interface with the arterial network will need to be demonstrated and necessary improvements to adjacent intersections may be required.

The LTA report should provide a compilation of any applicable improvements for the project.

4 Attachments

4.1 Attachment A: VMT Analysis Flowchart

Santa Fe Springs VMT Assessment Flowchart



Mitigation Measures

- CAPCOA reduction equations
- · Use of Santa Fe Springs TAG to isolate commute VMT
- Samples and effectiveness estimates in Santa Fe Springs TAG

 Engineering judgment combined with substantial evidence as presented to and approved by City Traffic Engineer

*Please note that a Mitigation Bank or Mitigation Exchange program may not be readily available. Check with your local agency.



Abbreviations and Definitions

CAPCOA = California Air Pollution Control Officers Association FAR = Floor Area Ratio RTP = Regional Transportation Plan SCAG = Southern California Association of Governments SCS = Sustainable Communities Strategy

TDM = Transportation Demand Management TIA = Traffic Impact Analysis TPA = Transit Priority Area VMT = Vehicle Miles Traveled

4.2 Attachment B: Glossary of Terms

Term	Definition
Active Transportation	A means of getting around that is powered by human energy, primarily walking and biking.
Alternative Transportation Modes	Sustainable transportation methods that are alternative to personal motorized vehicles, primarily walking, biking, and riding transit.
Area Development Policy (ADP)	A City-adopted implementation policy of an Area Plan.
Area Plan	A City-adopted plan that coordinates transportation infrastructure improvements and land use development in support of a unique vision for a subarea of the City (e.g. an Urban Village Plan).
Boundary VMT Method or Link based VMT Method	A method used to calculate total VMT on roadways within the City. VMT per service population, a performance metric for General Plan amendments, is based on this method.
Effect	Project-related effects on elements of the transportation system for which no transportation standards or CEQA thresholds of significance have been established by the City. Distinct from "impact".
High-Quality Transit Areas	Areas are within half a mile of a high-quality transit corridor or major transit stop.
High-Quality Transit Corridor	A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours (Pub. Resources Code § 21155 (b)).
Impact	Refer to a project's impacts as determined by the transportation standards or CEQA thresholds of significance established by the City. Distinct from "effect".
Improvement	A change that addresses the effects, particularly adverse effects, of a project on elements of the transportation system for which no transportation standards or CEQA thresholds of significance have been established by the City. Distinct from "mitigation".
Induced Trips	Increase in traffic volume that occurs soon after a new road is opened or a previously congested road is widened. Increases in roadway capacity are typically quickly filled up with additional traffic.

Term	Definition
Internal trips	Trips between different land use types within the same development project that are accommodated at the project site. Trips that are not internal are those with the project at one end and other locations at the other end.
Intersection Operations Standard	A measure of automobile vehicle delays through a signalized intersection, graded on a scale A through F.
Land Use Plan	A land use plan, such as a specific plan, that identifies the desirable uses and associated infrastructure to guide changes in zoning and development over time.
Major Transit Stop	A rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (Pub. Resources Code § 21064.3).
Mitigation	A change that addresses the CEQA impacts of a project on elements of the transportation system for which transportation standards or CEQA thresholds of significance have been established. Distinct from "improvement".
Mixed-Use Project	A development project that combines two or more land uses.
Mode Share	The share of all person-trips to and from a project taken by each transportation mode (personal motorized vehicles, transit, bicycle, and pedestrian).
Net Change in Total VMT	Difference in total VMT in the area with and without the project. Performance metric for regional retail projects and transportation projects.
Origin-Destination (O- D) VMT Method	A method used to calculate the total vehicle-miles traveled a study area (e.g. a development project, the City, or the region) is expected to generate in a day. For a personal motorized vehicle-trip to be included in the VMT calculation using the OD VMT method, one of the trip ends must be within the study area.
Peak Hour	The highest morning or evening hour of travel reported on a transportation network or street.

Term	Definition
Personal Motorized Vehicles	Mainly personal motor vehicles that transport people rather than goods.
Physical VMT Reduction Strategies	Strategies that development projects can physically construct to encourage the shift from driving alone to walking, biking, and riding transit. Include three of the four VMT reduction strategies – project characteristics, multimodal network improvements, and parking measures.
Project VMT	Calculated VMT generation of a development project.
Service Population	The sum of residents and workers in an area such as the City.
Sphere of influence	Area in which travel patterns are expected to change due to a transportation project.
Total VMT	All vehicle-trips (i.e., passenger and commercial vehicles) assigned on the network within a specific geographic boundary (i.e., model-wide, region-wide, city-wide).
Total VMT generated by a project	All vehicle-trips are traced to the zone or zones of study. This includes internal to internal (II), internal to external (IX), and external to internal (XI) trips. May use final assignment origin-destination (OD) trip tables or production (P) and attraction (A) estimates multiplied by distance skims.
	When the model has multiple assignment periods, OD trip tables and congested skims from each period should be used.

Term	Definition
Total VMT per service population	Same method as above (Total VMT generated by a project) to estimate VMT and then divide by the population and employment of the zone or zones of study. If the model generates vehicle trips from other sources such as students and visitors, then include those variables in the service population. Note that employment is often used as the independent variable for total vehicle trip generation associated with non-residential land uses. This means that vehicle trips made by people other than the employees are accounted for in the trip rate including visitors, customers, vendors, custodians, and delivery companies. For this reason, it is often difficult to draw conclusions about VMT patterns and use of the metric should be limited to analysis scenarios comparing full model runs typically focused on changes at the sub-regional, city, county, or regional scale. Some trip-based models may not use population and employment as trip generation variables. Instead, they will rely on land uses. A 'correspondence' between the model land use input variables and population and employment rates is required for these types of models.
Transportation Demand Management (TDM)	Programmatic measures that discourage drive-alone trips and encourage pedestrian, bicycle, and transit use. One of the four categories of VMT reduction strategies for development projects.
Trip Cap	A maximum number of vehicle-trips that a development project is allowed to generate in a day.
Trip Adjustments	Effort to reduce the number of vehicle-trips to and from a project.
Trip Assignment	An assignment of vehicle-trips to transportation facilities based on trip distribution percentages.
Trip Distribution	A forecast of the travel direction of vehicle-trips to and from a project.
Trip Generation	The estimated total number of vehicle-trips to and from a project.
Vehicle-Miles Traveled	The total miles of travel by personal motorized vehicles in a day. A measure on which a project' transportation impact(s) are based.
VMT per Capita	The sum of VMT for personal motorized vehicle-trips made by all residents of a development project, divided by the total number of residents of the project.

Term	Definition
VMT per Employee	The sum of VMT for personal motorized vehicle-trips made by all workers of an office or industrial development project, divided by the total number of workers at the project.

4.3 Attachment C: Detailed VMT Forecasting Information

This section provides detailed VMT forecasting instructions for use with the Southern California Association of Governments (SCAG) Travel Demand Model. Please note that SCAG periodically updates the travel demand model and the latest version available should be utilized for VMT assessment in the City.

The SCAG travel demand model is a trip-based model that generates daily person trip-ends for each TAZ across various trip purposes (Home-based-work, home-based-other, and non-home-based for example) based on population, household, and employment variables. This may create challenges for complying with the VMT guidance because trip generation is not directly tied to specific land use categories. The following methodology addresses this particular challenge among others.

Production and attraction trip-ends are separately calculated for each traffic analysis zone (TAZ or zone), and generally: production trip-ends are generated by residential land uses and attraction trip-ends are generated by non-residential land uses. Focusing on residential and employment land uses, the first step to forecasting VMT requires translating the land use into model terms, the closest approximations are:

- Residential: home-based production trips
- Employment: home-based work attraction trips

Note that this excludes all non-home-based trips including work-based other and other-based other trips.

The challenges with computing VMT for these two types of trips in a trip-based model are 1) production and attraction trip-ends are not distinguishable after the productions/attractions (PA) to origin/destination (OD) conversion process and 2) trip purposes are not maintained after the mode choice step. For these reasons, it is not possible to use the VMT results from the standard vehicle assignment (even using a select zone re-assignment). A separate post-process must be developed to re-estimate VMT for each zone that includes trip-end types and trip purposes. In order to provide the most accurate estimates possible, the recommended approach to estimating VMT is outlined below. Deviating from this approach will require justification and approval from the City Traffic Engineer.

4.3.1 VMT Forecasting Instructions

This approach will calculate total Origin/Destination (OD) VMT using standard SCAG model output files. The OD method for calculating total VMT includes all vehicle trips that start in a specific traffic analysis zone, and all vehicle trips that end in a specific traffic analysis zone. The major steps of this approach are listed as follows:
- Re-skim final loaded congested networks and adjust the external skim for each mode and time period to account for truncated trips
- Multiply appropriate distance skim matrices by OD trip matrices to estimate VMT by time period
- Sum matrices by time period and mode to calculate daily automobile VMT
- Calculate automobile VMT for individual TAZs

4.3.2 Appropriateness Checks

The number of vehicle trips from the total VMT estimation should match as closely as possible with the results from the traditional model process. The estimated results should be checked against the results from a full model run to understand the degree of accuracy. Note that these custom processes may or may not include full lengths of IX/XI trips (trips with origins or destinations outside of the model roadway network) or special generator trips (airport, seaport, stadium, etc.).

When calculating VMT for comparison at the study area, citywide, or regional geography, the same methodology that was used to estimate project specific VMT should be used. The VMT for these comparisons can be easily calculated by aggregating the row or column totals for all zones that are within the desired geography.

4.4 Attachment D: VMT Mitigation Strategies

City of Santa Fe Springs Transportation Study Guidelines

Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Employment Me	easures							
Implement Commute Trip Reduction Program (Voluntary)	 This measure will implement a voluntary commute trip reduction (CTR) program with employers. CTR programs discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions. A multi-strategy program implemented by employers on a voluntary basis. The measure must include elements such as: Carpooling encouragement Ridesharing Discounted transit Guaranteed ride home 	Yes	Retail Office Industrial Mixed-Use	T-5	Up to 4% (GHG Handbook)	Employer costs may include recurring costs for transit subsidies, capital and maintenance costs for the alternative transportation infrastructure, and labor costs for staff to manage the program. Where the local municipality has a VMT reduction ordinance, costs may include the labor costs for government staff to track the efficacy of the program.	The TDM calculation should be based on the effectiveness of the program and not each individual measure to avoid double-counting. To avoid double-counting, this measure cannot be applied alongside the Mandatory Commute Trip Reduction Program.	Boarn Basec Vehic https: 06/Im pools Policy
Implement Commute Trip Reduction Program (Mandatory Implementation and Monitoring)	A similar program to the Voluntary one described above, but where participation is required. A reduction goal is specified and ongoing monitoring and reporting assess the program's effectiveness.	Yes	Retail Office Industrial Mixed-Use	T-6	Up to 26% (GHG Handbook)	Employer costs may include recurring, direct costs for transit subsidies, capital and maintenance costs for alternative transportation infrastructure, and labor costs for staff to manage the program. If the local municipality has a mandatory VMT reduction ordinance, additional employer costs could include non-compliance penalties if the municipality fines CTR programs that do not meet a VMT goal. Municipal costs may include the labor costs for government staff to track the efficacy of the program, which may be outweighed by revenue generated from fines collected from non-compliant businesses.	The TDM calculation should be based on the effectiveness of the program and not each individual measure to avoid double-counting. To avoid double-counting, this measure cannot be applied alongside the Voluntary Commute Trip Reduction Program.	Nelso San F http:// view_

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Price Workplace Parking	This measure will price onsite parking at workplaces. Because free employee parking is a common benefit, charging employees to park onsite increases the cost of choosing to drive to work. This is expected to reduce single-occupancy vehicle commute trips, resulting in decreased VMT, thereby reducing associated GHG emissions. Implement workplace parking via charging for parking, charge above market rate pricing, and/or validating parking for guests. Reductions apply only if complementary strategies are in place to limit spill-over to on-street parking. Depending on project location and availability of alternative transportation options, implementation of parking measures may require implementing other supportive strategies.	Yes	Retail Office Industrial Mixed-Use	T-12	Up to 20% (GHG Handbook)	Parking fees would be a direct, recurring cost for employees. Employer costs include labor costs for program management and monitoring, but this may be offset by revenue generated by the program		Lehn analy 2019. http:/ y.pdf
Employee Parking Cash- out	Provide employees with a choice of forgoing parking for a cash payment equivalent to the cost of the parking space to the employer. Reductions apply only if complementary strategies are in place to limit spill-over to on-street parking. Depending on project location and availability of alternative transportation options, implementation of parking measures may require implementing other supportive strategies.	Yes	Retail Office Industrial Mixed-Use	T-13	Up to 12% (GHG Handbook)	Employer costs include the recurring, direct cost for payment to program participants and labor costs for program management. Employees that participate in the program would achieve cost savings through the cash-out benefit and potentially through reduced vehicle ownership and usage.	Note this measure can be paired with other commute trip reduction strategies (Measures T-7 through T-11).	Shou Amer Availa Janua
Implement Market Price Public Parking (On-Street)	This measure will price all on-street parking in a given community, with a focus on parking near central business districts, employment centers, and retail centers.	Might Apply	Retail Office Industrial Mixed-Use	T-24	Up to 30% (GHG Handbook)	Municipalities may incur costs from installing the meter network, which may require meters at individual spaces or at more central terminals. There would also be staffing costs to monitor the metered spaces and collect payments. Residents also incur a cost by having to pay for on- street parking. A portion of costs to the municipality may be offset through revenue collected by the parking system.		Pierce Evalu of the https: 307?r Acces

Residential Measures

Integrate Affordable and Below Market Rate Housing	This measure requires below market rate (BMR) housing. BMR housing provides greater opportunity for lower income families to live closer to job centers and achieve a jobs/housing match near transit. It is also an important strategy to address the limited availability of affordable housing that might force residents to live far away from jobs or school, requiring longer commutes. The	Yes	Residential Mixed-Use	T-4	Up to 28.6% (GHG Handbook)	affordable subsidy, BMR housing may have implications for	Multifamily residential units must be permanently dedicated as affordable for	Calife 2021 fund limite 0cos 0with
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City of Santa Fe Springs Transportation Study Guidelines

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
	quantification method for this measure accounts for VMT reductions achieved for multifamily residential projects that are deed restricted or otherwise permanently dedicated as affordable housing.					Measure T-1, Increase Residential Density.		Institu Manu https:/ gener
Limit Residential Parking Supply	This measure will reduce the total parking supply available at a residential project or site. Limiting the amount of parking available creates scarcity and adds additional time and inconvenience to trips made by private auto, thus disincentivizing driving as a mode of travel. Reducing the convenience of driving results in a shift to other modes and decreased VMT and thus a reduction in GHG emissions. Evidence of the effects of reduced parking supply is strongest for residential developments. Eliminate or reduce total parking supply for residential projects or sites. This measure does not work if project is within walking distance of unrestricted street parking or other parking is available.	Might apply	Residential	T-15	Up to 13.7% (GHG Handbook)	Reducing residential parking supply, especially in high density residential areas, can have high- cost savings if it reduces the need for additional investment in parking infrastructure. Some of these savings may be offset by investments in alternative transport solutions, which will need to be robust to ensure that residents can effectively travel to work and all other destinations without a car.	Parking demand is calculated based on project build square footage or number of dwelling units. Reductions are only applied to VMT generated by residents in mixed-use projects.	Califor House Availal transp Januar Chatm factors Associ https:/ Institu Gener Availal https:/ ALL. A
Unbundle Residential Parking Costs from Property Cost	This measure will unbundle, or separate, a residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost. On the assumption that parking costs are passed through to the vehicle owners/drivers utilizing the parking spaces, this measure results in decreased vehicle ownership and, therefore, a reduction in VMT and GHG emissions. Unbundling may not be available to all residential developments, depending on funding sources. Reductions apply only if complementary strategies are in place to limit spill-over to on-street parking. Note that this may require coordination with the local agency as proposed supply may not be consistent with policy requirements. Depending on project location and availability of alternative transportation options, implementation of parking measures may require implementing other supportive strategies.	Might apply	Residential	T-16	Up to 15.7% (GHG Handbook)	Unbundling residential parking costs from property costs may decrease revenue for property owners. This loss may be partially offset by reduced costs needed to maintain parking facilities with less car occupancy and the potential for non-resident parking as a supplementary income stream. For residents, reduced fees and the ability to go without owning a car is a major cost benefit. Municipalities also benefit from a reduction of cars on the road, which can lead to lower infrastructure and roadway maintenance costs.	Reductions apply to residential land uses only.	AAA. 2 https:/ conter Access Federa House Vehicl https:/ Litmar Afford https:/

Residential

Mixed-Use

T-1

Yes

This measure accounts for the VMT reduction achieved

dwelling units (du) compared to the average residential

by a project that is designed with a higher density of

Increase

Density

Residential

City of Santa Fe Springs Transportation Study Guidelines

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Calculations are most

accurately quantified for

larger developments or

Depending on the location,

increasing residential density may

30% (GHG

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
	density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions. This measure is best quantified when applied to larger developments and developments where the density is somewhat similar to the surrounding area due to the underlying research being founded in data from the neighborhood level. Applied for projects that provide higher density of dwelling units compared to the national average residential density.					increase housing and development costs. However, the costs of providing public services, such as health care, education, policing, and transit, are generally lower in more dense areas where things are closer together. Infrastructure that provides drinking water and electricity also operates more efficiently when the service and transmission area is reduced. Local governments may provide approval streamlining benefits or financial incentives for infill and high-density residential projects.	developments with density somewhat similar to the existing surrounding neighborhood.	Evider Availa https:, Acces Steve Less? DOI: https act_D 2021.
Increase Job Density	This measure accounts for the VMT reduction achieved by a project that is designed with a higher density of jobs compared to the average job density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing job density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in GHG emissions. Applied for projects that provide higher density of jobs compared to the national average job density.	Yes	Retail Office Industrial Mixed-Use	T-2	30% (GHG Handbook)	Areas with increased job density generally have higher economic gross metropolitan product (GMP) and job growth. Prosperity, measured as GMP per job, also grows faster in areas with increased job density. Decreased commute times and car use may also generate funds for public transit and reduce the need for infrastructure spending on road maintenance.	Calculations are most accurately quantified for larger developments or developments with density somewhat similar to the existing surrounding neighborhood.	Instit 10th https gene Janua Steve Less? DOI: https act_D 2021.
Provide Transit- Oriented Development	TOD refers to projects built in compact, walkable areas that have easy access to public transit, ideally in a location with a mix of uses, including housing, retail offices, and community facilities.	Yes	Residential Retail Office Industrial Mixed-Use	T-3	31% (GHG Handbook)	TOD reduces car use and car ownership rates, providing cost savings to residents. It can also increase property values and public transit use rates, providing additional revenue to municipalities, as well as open new markets for business development. Increased transit use will likely necessitate increased spending on maintaining and improving public transit systems, the costs of which may be high.		Feder Surve HH_C 2021. Feder Surve HHST 2021. Lund, Trans https: wealt Janua

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implement Commute Trip Reduction Marketing	This measure will implement a marketing strategy to promote the project site employer's CTR program. Information sharing and marketing promote and educate employees about their travel choices to the employment location beyond driving such as carpooling, taking transit, walking, and biking, thereby reducing VMT and GHG emissions.	Yes	Residential Retail Office Industrial Mixed-Use	T-7	Up to 4.0% (GHG Handbook)	Employer costs include labor and materials for development and distribution of survey and marketing materials to promote the program and educate potential participants.	Quantification applies at citywide scale and must be adjusted to reflect project- specific reductions. VMT mitigation potential is based on analyzing docked (i.e., station-based) programs. Note that percentage VMT reductions from Project-Level and Community-Level measures must be calculated separately.	Trans Trans 19, En http:// Janua
Provide Ridesharing Program	This measure will implement a ridesharing program and establish a permanent transportation management association with funding requirements for employers. Ridesharing encourages carpooled vehicle trips in place of single-occupied vehicle trips, thereby reducing the number of trips, VMT, and GHG emissions. This strategy focuses on encouraging carpooling by project site/building tenants. Existing ride-share companies could also be leveraged by providing subsidies for shared ride purchases (e.g., Waze Carpool or equivalent).	Yes	Residential Retail Office Industrial Mixed-Use	T-8	Up to 8% (GHG Handbook)	Costs of developing, implementing, and maintaining a rideshare program in a way that encourages participation are generally borne by municipalities or employers. The beneficiaries include the program participants saving on commuting costs, the employer reducing onsite parking expenses, and the municipality reducing cars on the road, which leads to lower infrastructure and roadway maintenance costs.	Project should be within 1 mile of high-quality transit service (rail or bus with headways less than 15 minutes), 0.5 mile of local or less frequent transit service, or along a designated shuttle route providing last-mile connections to rail service.	San D Mana June. source 19.pd

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implement Subsidized or Discount Transit Program	This measure will provide subsidized or discounted, or free transit passes for employees and/or residents. Reducing the out-of-pocket cost for choosing transit improves the competitiveness of transit against driving, increasing the total number of transit trips and decreasing vehicle trips. This decrease in vehicle trips results in reduced VMT and thus a reduction in GHG emissions. Example applications include subsidized, discounted, or free out-of-pocket costs for daily or monthly public transit passes.	Yes	Residential Retail Office Industrial Mixed-Use	Т-9	Up to 5.5% (GHG Handbook)	The employer cost is the recurring, direct cost for transit subsidies. The subsidies will lower the per capita income of the transit service, decreasing the revenue of the local transit agency. This cost may be offset by increased revenue from increased ridership. The beneficiaries include the program participants saving on commuting cost, the employer reducing onsite parking expenses, and the municipality reducing cars on the road, which leads to lower infrastructure and roadway maintenance costs.	Measure can be paired with other commute trip reduction strategies (Measures T-7 through T-13) for increased reductions. Combined implementation of all measures is capped at 45%.	Feder House TRPTH Availa Hand Strate Emiss http:// .pdf. / Litma Victor Availa 2021. Taylo Nurtu US Ur Practi https: 11&re
Provide End-of- Trip Bicycle Facilities	This measure will install and maintain end-of-trip facilities for employee use. End-of-trip facilities include bike parking, bike lockers, showers, and personal lockers. The provision and maintenance of secure bike parking and related facilities encourages commuting by bicycle, thereby reducing VMT and GHG emissions. Non-residential projects provide facilities such as showers or secure bike lockers to encourage commuting by bike. This strategy is supportive in nature and can help boost the effectiveness of the other strategies listed.	Yes	Retail Office Industrial Mixed-Use	T-10	Up to 4.4% (GHG Handbook)	Employer costs include capital and maintenance costs for construction and maintenance of facilities and potentially labor and materials costs for staff to monitor facilities and provide marketing to encourage use of new facilities. The beneficiaries include the program participants saving on commuting cost, the employer reducing onsite parking expenses, and the municipality reducing cars on the road, which leads to lower infrastructure and roadway maintenance costs.	Measure could be paired with other commute trip reduction measures (Measures T-8 through T-13) as a comprehensive CTR program (Measure T-5 or T-6). Combined implementation of all measures is capped at 45%.	Buehl Wash and fi 525–5 http:// eCom Acces Feder House Feder House WRKT Acces

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Provide Employer- Sponsored Vanpool	Program offering employer-purchased or leased vehicles to provides groups of 5 to 15 people a flexible and cost- effective rideshare commuting option.		Office Industrial Mixed-Use	T-11	Up to 20.4% (GHG Handbook)	Employer costs primarily include the capital costs of vehicle acquisition and the labor costs of drivers, either through incentives to current employees or the hiring of dedicated drivers. The beneficiaries include the program participants saving on commuting cost, the employer reducing onsite parking expenses, and the municipality reducing cars on the road, which leads to lower infrastructure and roadway maintenance costs.	Measure could be paired with other commute trip reduction measures (Measures T-7 through T-13).	Califor Augus https:/ 2021. Federa House HH_CE https:/ Access Interge Chang Group Panel Chen, Cambe York, N https:/ San Di Manag June. / source design Januar

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Provide Electric Vehicle Charging Infrastructure	Install onsite electric vehicle chargers in an amount beyond what is required by the 2019 California Green Building Standards (CALGreen) at buildings with designated parking areas (e.g., commercial, educational, retail, multifamily). This will enable drivers of PHEVs to drive a larger share of miles in electric mode (eVMT), as opposed to gasoline-powered mode, thereby displacing GHG emissions from gasoline consumption with a lesser amount of indirect emissions from electricity. Most PHEVs owners charge their vehicles at home overnight. When making trips during the day, the vehicle will switch to gasoline mode if/when it reaches its maximum all-electric range.	Yes	Residential Retail Office Industrial Mixed-Use	T-14	Up to 11.9% (GHG Handbook)	The primary costs associated with electric vehicle charging infrastructure include the capital costs of purchasing and installing charging stations, electricity costs from use of stations, and maintenance costs of keeping the charging stations in working order. Costs initially fall to the station owners, either municipalities or private owners, but can be passed along to station users with usage fees. Depending on station placement and charging times required for PHEVs, businesses near charging stations can derive benefits from patronage of station users.	Reduction is calculated for all household trips in the surrounding neighborhood, offsetting VMT impacts arising from the project. VMT reduction is associated with expansion of sidewalk coverage, which includes building of new sidewalks and improving degraded or substandard sidewalk. Sidewalk measurements should be collected on both sides of the street. A reasonableness check should be performed using an average walk trip length of 0.5 miles to determine how many new walk trips result from this measure. If the VMT reduced divided by 0.5 miles results in a large number of new daily walk trips, the VMT reduction should be adjusted. Note that percentage VMT reductions from Project-Level and Community-Level measures must be calculated separately.	Calif Mid- Chai http: revie Calif Corr App http: Prog Acce Janu Calif Aug http 202 Calif Vers http: 07/2 Calif for c Air O 202 Calif for c Calif for c Air O 202 Calif for c Chai Chai Chai Chai Chai Chai Chai Chai
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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Provide Pedestrian Network Improvements	This measure will increase the sidewalk coverage to improve pedestrian access. Providing sidewalks and an enhanced pedestrian network encourages people to walk instead of drive. This mode shift results in a reduction in VMT and GHG emissions.	Might apply	Residential Retail Office Industrial Mixed-Use	T-18	Up to 6.4% (GHG Handbook)	Depending on the improvement, capital and infrastructure costs may be high. However, improvements to the pedestrian network will increase pedestrian activity, which can increase businesses patronage and provide a local economic benefit. The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.	Reduction is calculated for all trips in the surrounding neighborhood, offsetting VMT impacts arising from the project. This measure reduces VMT on the roadway segment parallel to the bicycle facility (i.e., the corridor). An adjustment factor is included in the formula to scale the VMT reduction from the corridor level to the plan/community level. A reasonableness check should be performed using an average bike trip length of 2 miles to determine how many new bike trips result from this measure. If the VMT reduced divided by 2 miles results in a large number of new daily bike trips, the VMT reduction should be adjusted. Note that percentage VMT reductions from Project-Level and Community-Level measures must be calculated separately.	Fran Asse Imp Rese Trar wwv Acce Han Pede Gas
Construct or Improve Bike Facility	This measure will construct or improve a single bicycle lane facility (only Class I, II, or IV) that connects to a larger existing bikeway network. Providing bicycle infrastructure helps to improve biking conditions within an area. This encourages a mode shift on the roadway parallel to the bicycle facility from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. When constructing or improving a bicycle facility, a best practice is to consider local or state bike lane width standards. A variation of this measure is provided as T- 19-B, Construct or Improve Bike Boulevard.	Might apply	Residential Retail Office Industrial Mixed-Use	T-19-A	Up to 0.8% (GHG Handbook)	Capital and infrastructure costs for new bike facilities may be high. The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.		Bue Was and 525- Avai http eCo Acco Fedo Hou TRP Acco Janu Fedo Hou WRI Acco

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Construct or Improve Bike Boulevard	Construct or improve a single bicycle boulevard that connects to a larger existing bikeway network. Bicycle boulevards are a designation within Class III Bikeway that create safe, low-stress connections for people biking and walking on streets. This encourages a mode shift from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. A variation of this measure is provided as T-19-A, Construct or Improve Bike Facility, which is for Class I, II, or IV bicycle infrastructure.	Might apply	Retail Office Industrial Mixed-Use	Т-19-В	Up to 0.2% (GHG Handbook)	Capital and infrastructure costs for new bike boulevards may be high, though lower than implementing the same length of protected bicycle lanes (Class IV). After the bike boulevard is complete, the local municipality may achieve cost savings from reduced infrastructure and roadway maintenance costs.		Califo Public Integri https: ITHIN Feder House Feder House WRKT Acces Schwa VMT
Implement Conventional Carshare Program	This measure will increase carshare access in the user's community by deploying conventional carshare vehicles. Carsharing offers people convenient access to a vehicle for personal or commuting purposes. This helps encourage transportation alternatives and reduces vehicle ownership, thereby avoiding VMT and associated GHG emissions.	Might apply	Residential Retail Office Industrial Mixed-Use	T-21-A	Up to 0.15% (GHG Handbook)	The costs incurred by the carshare program service manager (typically a municipality or carshare company) may include the capital costs of purchasing vehicles; costs of storing, maintaining, and replacing the fleet; and costs for marketing and administration. Some of these costs may be offset by income generated through program use.		Marti Owne Gas E Availa vehicl green San D Mana June. sourc 19.pd

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implement Electric Carshare Program	This measure will increase carshare access in the user's community by deploying electric carshare vehicles. Carsharing offers people convenient access to a vehicle for personal or commuting purposes. This helps encourage transportation alternatives and reduces vehicle ownership, thereby avoiding VMT and associated GHG emissions. This also encourages a mode shift from internal combustion engine vehicles to electric vehicles, displacing the emissions-intensive fossil fuel energy with less emissions-intensive electricity. Electric carshare vehicles require more staffing support compared to conventional carshare programs for shuttling electric vehicles to and from charging points.	Might apply	Residential Retail Office Industrial Mixed-Use	Т-21-В	Up to 0.18% (GHG Handbook)	Costs incurred by the service manager (e.g., municipality, carshare company) may include the capital costs of purchasing vehicles; costs of storing, maintaining, and replacing the fleet; and costs for marketing and administration. Some of these costs may be offset by income generated through program use. Participants' recurring costs of renting a carshare vehicle may be offset by the cost savings from access to cheaper transportation.		Califor Augus https:/ 2021. Califor version Califor for del Air Qu 2021. Interge Chang Group Panel o Chen, Cambr York, N https:/ Martin Owner Gas En Availal vehicle greenh San Di Manag June, A source 19.pdf U.S. De Econo https:/ Januar

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implement Pedal (Non-Electric) Bikeshare Program	This measure will establish a bikeshare program. Bikeshare programs provide users with on-demand access to bikes for short-term rentals. This encourages a mode shift from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. Variations of this measure are described in Measure T-22-B, Implement Electric Bikeshare Program, and Measure T-22-C, Implement Scootershare Program. Note that this measure is most applicable to the denser suburban areas and will be most effective when complemented by enhanced bike facilities.	Might apply	Residential Retail Office Industrial Mixed-Use	T-22-A	Up to 0.02% (GHG Handbook)	The costs incurred by the service manager (e.g., municipality or bikeshare company) may include the capital costs for purchasing a bicycle fleet; installing accessible and secure docking stations; storing, maintaining, and replacing the fleet; and marketing and administration. Some of these costs may be offset by income generated through program use. Program participants will benefit from the cost savings from access to cheaper transportation alternatives (compared to private vehicles, private bicycles, or use of ride-hailing services). The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.	VMT mitigation potential is based on analyzing docked (i.e., station-based) programs. Note that percentage VMT reductions from Project-Level and Community-Level measures must be calculated separately.	Feder House TRPTF Acces Feder Trend https:, s_sum Lazaru Bikesh and D of Sar Transp https: McQu Transp Impac Nover Acces Metro Area 2 July. A 02/Tra 2017.
Implement Electric Bikeshare Program	This measure will establish an electric bikeshare program. Electric bikeshare programs provide users with on-demand access to electric pedal assist bikes for short-term rentals. This encourages a mode shift from vehicles to electric bicycles, displacing VMT and reducing GHG emissions. Variations of this measure are described in Measure T-22-A, Implement Pedal (Non- Electric) Bikeshare Program, and Measure T-22-C, Implement Scootershare Program.	Might apply	Residential Retail Office Industrial Mixed-Use	Т-22-В	Up to 0.06% (GHG Handbook)	The costs incurred by the service manager (e.g., municipality or bikeshare company) may include the capital costs for purchasing a bicycle fleet; installing accessible and secure charging stations; storing, maintaining, and replacing the fleet; and marketing and administration. Some of these costs may be offset by income generated through program use. Program participants will benefit from the cost savings from access to cheaper transportation alternatives (compared to private vehicles, private bicycles, or use of ride-hailing services). The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.	(i.e., station-based) programs. Note that percentage VMT reductions from Project-Level and Community-Level	Federa House TRPTF Acces Federa Trend https:/ s_sum Fitch, of the MDPI: https; 2021. Metro Area 2 July. <i>A</i> http:// 40_Su

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implement Scootershare Program	This measure will establish a scootershare program. Scootershare programs provide users with on-demand access to electric scooters for short-term rentals. This encourages a mode shift from vehicles to scooters, displacing VMT and thus reducing GHG emissions.	Might apply	Residential Retail Office Industrial Mixed-Use	T-22-C	Up to 0.07% (GHG Handbook)	The costs incurred by the service manager (e.g., municipality or scootershare company) may include the capital costs for purchasing a scooter fleet; installing accessible and secure docking stations; storing, maintaining, and replacing the fleet; and marketing and administration. Some of these costs may be offset by income generated through program use. Program participants will benefit from cost savings from access to cheaper transportation alternatives (compared to private vehicles, private scooters, or use of ride-hailing services). The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.	VMT mitigation potential is based on analyzing docked (i.e., station-based) programs. Note that percentage VMT reductions from Project-Level and Community-Level measures must be calculated separately.	Federa House TRPTR Access Federa Trends https:/ s_sum Metro Area 2 July. A http:// 40_Sup McQue Transp Impact Noven Availal March Portlan of Tran https:/ n#!/viz Scoote

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Extend Transit Network Coverage or Hours	This measure will expand the local transit network by either adding or modifying existing transit service or extending the operation hours to enhance the service near the project site. Starting services earlier in the morning and/or extending services to late-night hours can accommodate the commuting times of alternative- shift workers. This will encourage the use of transit and therefore reduce VMT and associated GHG emissions.	Might apply (coordination with transit agency required)	Residential Retail Office Industrial Mixed-Use	T-25	4.6% (GHG Handbook)	Infrastructure costs for extending the physical network coverage of a transit system can be significant. Costs to expand track- dependent transit, such as light rail and passenger rail, are high and can require resource- and time-intensive advanced planning. Costs to expand vehicle-dependent transit, such as busses, are likewise high but may be limited to procurement of additional vehicles. Any expansion of transit, including just service hours, would increase staffing and potentially maintenance costs. A portion of these costs may be offset by increased transit usage and associated income. Commuters who may more easily be able to travel without a car may also observe cost savings from reduce vehicle usage or ownership.		Feder Hous Occu Acces Hand Trans Green https 06/In e_and Janua

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Increase Transit Service Frequency	Increase transit frequency on one or more transit lines serving the plan/community. Increased transit frequency reduces waiting and overall travel times, which improves the user experience and increases the attractiveness of transit service.	Might apply (coordination with transit agency required)	Residential Retail Office Industrial Mixed-Use	T-26	11.3% (GHG Handbook)	Increasing transit service frequency may require capital investment to purchase additional vehicles. Staff and maintenance costs may also increase. A portion of these costs may be offset by increased transit usage and associated income. Commuters who may more easily be able to travel without a car may also observe cost savings from reduce vehicle usage or ownership.	This measure could be paired with Measure 25.	Califo Augu https: 2021. Feder House TRPTI Acces Feder House Occup Acces Hand Trans Greer https: it_Ser Gas_E San D Mana June. source docur Janua U.S. D Datas https:

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Methc	od	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Implen Transit Suppo Roadw Treatm	t- ortive vay	This measure will implement transit-supportive treatments on the transit routes serving the plan/community. Transit-supportive treatments incorporate a mix of roadway infrastructure improvements and/or traffic signal modifications to improve transit travel times and reliability. This results in a mode shift from single occupancy vehicles to transit, which reduces VMT and the associated GHG emissions.	Might apply (coordination with transit agency required)	Residential Retail Office Industrial Mixed-Use	T-27	0.6% (GHG Handbook)	Costs and savings of transit- supportive roadway treatments vary depending on the strategy pursued, ranging from low-cost route optimization changes to high-cost infrastructure projects (e.g., bus-only lanes). Reducing route cycle time without significantly increasing the number of transit vehicles can result in net cost savings for the transit system. Dedicated transit infrastructure will improve transit reliability and increase ridership. This supplements existing transit income streams for municipalities. Increased ridership similarly reduces vehicle use, which has cost benefits for both commuters and municipalities.	This measure could be paired with other Transit subsector strategies (Measure T-25 and Measure T-29).	Federa House TRPTF Acces Federa House Occup Acces Transp Resea Guide https:, Acces

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Provide Bus Rapid Transit	Converting existing bus routes to a bus rapid transit (BRT) system. Improvements include: • Exclusive right-of-way • Enhanced station design • Advanced technology buses	Might apply (coordination with transit agency required)	Residential Retail Office Industrial Mixed-Use	T-28	13.8% (GHG Handbook)	Providing BRT will require capital investment to purchase specialized vehicles, develop passenger information systems, and construct stations and busways. Total costs vary depending on the suite of BRT components pursued. Grade- separated busways are more expensive than at-grade busways and mixed flow lanes. Dedicated transit infrastructure will improve transit reliability and increase ridership. This supplements existing transit income streams for municipalities. Increased ridership similarly reduces vehicle use, which has cost benefits for both commuters and municipalities.	This measure could be paired with Measure T-25 and Measure T-29.	Califor Augus https:/ 2021. Federa House TRPTR Access Federa House Occup Access Handy Transi Green https:/ it_Serv Gas_EI San Di Manae June. / source 19.pdf Transp Resea Guide https:/ Access

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Method	Description	Applies at Project Scale?	Applicable Land Use	GHG Handbook Measure (if applicable) ¹	Range of Effectiveness ³	Cost Considerations	GHG Handbook Calculation Notes	
Reduce Transit Fares	This measure will reduce transit fares on the transit lines serving the plan/community. A reduction in transit fares creates incentives to shift travel to transit from single- occupancy vehicles and other traveling modes, which reduces VMT and associated GHG emissions. This measure differs from Measure T-8, Implement Subsidized or Discounted Transit Program, which can be offered through employer-based benefits programs in which the employer fully or partially pays the employee's cost of transit.	Might apply (coordination with transit agency required)	Residential Retail Office Industrial Mixed-Use	T-29	1.2% (GHG Handbook)	Reducing transit fares will lower the per capita income of the transit service. This may be outweighed by increased ridership, and savings on infrastructure costs due to reduced car usage. Reduced fares can be targeted to specific populations or groups, depending on need. Individuals receiving the reduced fare will obtain a cost savings.		Fec Ho TRI Acc Ho Oc Acc Ha Tra Gre htt O6/ e_a Jar Sar Ma Jur sou 19.

Source: Fehr & Peers, 2022.

1 Refer to updated information contained in the 2021 GHG Handbook. CAPCOA (2021) Each measure is numbered alphanumerically with the first letter of the emissions sector serving as the letter code (e.g., T=Transportation).

2 Reflects types of trips affected (GHG Handbook) and/or scale of application.

3 Range of effectiveness is based on the 2021 GHG Handbook unless otherwise specified. Measures that are "not quantified, grouped, and/or supporting" measures without a range provided are those that have not been researched in order to determine their individual effectiveness. Measures that are not quantified are not included in the table.

City of Santa Fe Springs Transportation Study Guidelines

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City of Santa Fe Springs



Planning Commission Meeting

NEW BUSINESS

Statutorily Exempt - CEQA Guidelines Sections 15378 (b)(5) and 15061(b)(3) City of Santa Fe Springs Transportation Study Guidelines

RECOMMENDATIONS

- Find and determine that the project is Statutorily Exempt pursuant to Sections 15378 (b)(5) and 15061(b)(3) of the California Environmental Quality Act (CEQA); and
- Adopt Resolution No. 228-2023 to recommend that the City Council adopt the City of Santa Fe Springs Transportation Study Guidelines.

BACKGROUND

Historically, the primary metric used to measure local transportation impacts has been Level of Service (LOS). LOS is a grading system with six designations that range from grade "A" to a grade "F", with LOS "A" representing the best conditions (free flowing) to "F" representing the worst conditions (congested), to score how well an intersection operates during morning and evening rush hour. LOS focuses on the potential impact on traffic congestion based on automobile delay and roadway capacity using traffic studies to determine whether a project will create additional delays on surrounding streets and intersections.

In 2013, Senate Bill 743 (SB 743 - Steinberg) was signed into law and changed the way transportation impacts are measured under the California Environmental Quality Act (CEQA). This is due to revamped thinking that the State cannot solve long commutes, traffic congestion, unsustainable land use patterns, and impacts to health, quality of life, and climate, by increasing roadway capacity (because expanded roads quickly fill up again due to pent- up demand) and lessening automobile delay/increasing vehicle speeds (because speeding up traffic flows would induce spreading development farther out, thus making accessibility to destinations more difficult and increasing vehicle miles and emissions).

SB 743 removed LOS as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected Vehicles Miles Travelled (VMT) as the preferred metric to comply with SB 743, as it is more aligned with the state's goals of reducing GHG emission through promotion of infill development, active transportation and other sustainable land use and transportation projects. As a result, local jurisdictions must transition from using LOS to the VMT methodology when evaluating transportation related impacts of a project for CEQA purposes.

Report Submitted By: Cuong Nguyen Planning and Development Department Date of Report: April 6, 2023

VMT is a number that represents all the miles a vehicle must travel in one day for everyday errands and commutes to work based on land uses and location. A project with a high VMT number is not good for the environment because more vehicle miles traveled, means more greenhouse gas emitted. Places that have high VMT numbers are those where a vehicle is essential for daily trips. In areas where walking, bicycling, and public transit are convenient alternatives to driving, typically have a lower VMT, thus fewer GHG emissions.

The main difference between LOS and VMT analysis is that an LOS analysis focuses *local* transportation impacts while a VMT analysis focuses on *regional* impacts. Simply stated, VMT measures the per capita number of vehicle trips generated by a project and estimates the distances that those vehicles will travel to and from a project while LOS measures congestion levels at intersections.

It is important to note that cities may still use traffic studies and LOS to understand a project's effects on streets and intersections, but those studies can no longer be used for purpose of identifying impacts pursuant to CEQA. The City of Santa Fe Springs will continue to utilize traffic studies and LOS analysis to analyze a project's local transportation impacts.

Consultant Selection

At the City Council meeting of September 26, 2019, the City Council authorized the Director of Planning to release a Request for Proposal (RFP) to qualified consultants to establish a new Vehicle Miles Traveled (VMT) methodology to evaluate transportation impacts consistent with the California Environmental Quality Act (CEQA) and meet the requirements of Senate Bill (SB) 743.

After releasing the RFP, the City received three (3) proposals. The proposals received were from EPD solutions, Inc., Minagar and Associates and Fehr & Peers. All three proposal were evaluated based on the evaluation criteria and point system as outlined in the City's RFP. Fehr & Peers was selected as the firm to create the new VMT methodology for the City.

On October 19, 2021, the City Council authorized the Mayor or designee to execute a Professional Services Agreement (PSA) with Fehr & Peers. The Planning and Development and Engineering Department staff, along with the City Attorney's office, have continued to work with Fehr & Peers to develop a Transportation Study Guidelines for Santa Fe Springs. The attached Transportation Study Guidelines is representative of said collaborative efforts.

OVERVIEW OF TRANSPORTATION STUDY GUIDELINES

In response to SB 743 and the termination of the Los Angeles County Congestion Management Plan (CMP) provisions, staff and City's transportation consulting firm,

Date of Report: April 6, 2023

Fehr and Peers, has develop a Transportation Study Guideline (TSG) to establish standard procedures for consistent analysis and evaluation.

The TSG is organized into two sections. The first section is focused on regional travel and new procedures related to evaluating VMT, as required by SB 743, and identifying significant impacts for purposes of CEQA. Project screening to evaluate the level of analysis needed, analysis methods, thresholds of significance, and example mitigation options are addressed. The second section is focused on the Local Transportation Assessment (LTA) and includes both vehicular level of service (LOS) analyses and multimodal assessments to document consistency with General Plan policies for safe and efficient local operations.

Vehicle Miles Traveled (VMT Analysis)

Pursuant to the adoption of SB 743, the implementation of CEQA guidance for transportation impact assessment in the City of Santa Fe Springs includes the following:

- *VMT Screening*: The first step in the traffic analysis process is to determine when a VMT analysis is required. The City of Santa Fe Springs requires that VMT screening be conducted based on the recommendations of the Governor's Office of Planning & Research (OPR). OPR recommends that projects be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation projects that are not adding new travel lanes may be screened from further VMT analysis. *Table 1 within the Transportation Study Guidelines provides VMT Screening Guidance*.
- VMT Analysis Methodology: If the project is not screened from needing a VMT analysis (based on the screening criteria in Table 1), the Southern California Association of Governments (SCAG) regional Travel Demand Model should be used to estimate a project's VMT. OPR recommends that VMT be reported as "Home-Based VMT" per capita for residential projects and "Home-Based Work VMT" per employee for office projects. Per OPR guidance, the City of Santa Fe Springs would evaluate each component of a mixed-use project independently and apply the significance threshold for the land use types proposed. Total VMT and/or VMT per service population (total of residents and employees) is to be reported for area plans, large-scale retail projects, or other project types, such as special event venues.

VMT analysis should provide 'project generated VMT' under the scenarios below. Project generated VMT shall include the VMT generated by the site that is then compared back to the City's threshold of significance. The VMT analysis should consider the potential impacts of the project under both existing and future/cumulative conditions as follows:

- Existing/Baseline Conditions Project-generated VMT should be estimated for the proposed land uses under existing/baseline conditions.
- Existing/Baseline plus Project The project land use would be added to the project Traffic Analysis Zone (TAZ) or a separate TAZ6 would be created to contain the project land uses.
- Cumulative Conditions Cumulative data is available from the SCAG model.
- Cumulative plus Project The project land use would either be added to the project TAZ or a separate TAZ would be created to contain and incorporate the project land uses using the future year SCAG model that reflects cumulative conditions.
- VMT Impact Thresholds: Projects exceeding a level of 15 percent below the • Baseline VMT (reported as VMT per capita, per employee, or per service population) are considered to have a significant VMT impact. For regional retail projects, projects resulting in a net increase in total Citywide VMT are considered to have a significant VMT impact. The City of Santa Fe Springs has defined the area encompassed by the City boundary and the City's Sphere of Influence (SOI) as the geographic area for impact analysis relating to residential and employment uses. The scale of analysis for retail projects will be based on changes to VMT for an area to be determined in consultation with City staff. The study area would be dependent on factors such as land use, scale, and proximity to the City's borders. The baseline VMT in the City of Santa Fe Springs and Sphere of Influence (SOI) for the year of 2020 are presented in Table 2A of the Transportation Study Guidelines. The VMT thresholds for projects and plans in the City of Santa Fe Springs are summarized in Table 2B of the Transportation Study Guidelines.
- *VMT Mitigation*: The types of mitigation that effect VMT are generally those that reduce the number of single-occupant vehicles generated by the site and/or reduce the distance of trips to/from the site. This can be accomplished by changing the land uses being proposed or by implementing transportation demand management (TDM) measures. A total of 30 TDM strategies including site modifications, programming, and operational changes that a project may consider implementing to reduce VMT are detailed in Attachment D (VMT Mitigation Strategies) of the Transportation Study Guidelines.

Local Transportation Assessment (LTA)

While LOS analysis will no longer be required for CEQA purposes, the City of Santa Fe Springs will continue to require an evaluation to identify potential safety and operational issues when applied against established City criteria. This approach continues to use Level of Service (LOS) to evaluate land development

and infrastructure projects and adds elements to ensure that multimodal transportation considerations are consistent with the City's General Plan policies.

The Local Transportation Assessment (LTA) will analyze the changes in the LOS of designated intersections and/or roadway segments through a progression of scenarios beginning with existing traffic conditions. If any significant degradation of operations is indicated, the LTA will propose feasible improvements that are needed to accommodate the additional travel needs generated by the project.

Triggers and requirements for the LTA are identified in Section 3.1 of the Transportation Study Guidelines. Lastly, in addition to a requirements that the LTA must be prepared by a registered Civil or Traffic Engineer, or qualified transportation professional, the LTA report must include the following information:

- Project Description
- Transportation Circulation Setting
 - Existing and Proposed Site Uses
 - Existing and Proposed Complete Streets Environmental Assessments
 - Existing and Proposed Roadways and Intersections
- Analysis and Identification of Operational Deficiencies
 - Trip Generation Analysis
 - o Trip Distribution
 - Related Projects List
 - o LOS analysis and City's Criteria
 - Traffic Signal Warrant Analysis
 - Operational Enhancement Measures
 - On-Site Parking Analysis
 - Access and Circulation Analysis

Lastly, the attached Transportation Study Guidelines concludes with the following list of attachments:

- A. VMT Analysis Flowchart
- B. Glossary of Terms
- C. Detailed VMT Forecasting Information
- D. VMT Mitigation Strategies

PREVIOUS PRESENTATIONS BEFORE PLANNING COMMISION

At the regularly scheduled Planning Commission meeting on March 14, 2022 and August 8, 2022, the City's transportation consultant (Fehr & Peers) provided a brief presentation to provide the commissioners with a general overview and update on SB 743 implementation, respectively.

GENERAL PLAN CONSISTENCY

The City's General Plan contains the goals, policies, and programs to address the current and future transportation challenges that the City will confront. The subject Transportation Study Guidelines will allow the city to meet the following goals and policies:

GOAL C-8: TRANSPORTATION SYSTEM DESIGNED TO REDUCE VEHICLE MILES TRAVELED

 <u>Policy C.8.1</u> Reducing Vehicle Miles Traveled. Integrate transportation and land use decisions to reduce vehicle miles traveled and greenhouse gas emissions.

GOAL C-9: A STREET NETWORK MANAGED TO MINIMIZE CONGESTION AND TRAFFIC IMPACTS

- <u>Policy C.9.1</u> *Traffic Impact Mitigation.* Require new development projects to mitigate off-site traffic impacts consistent with City policy and regulations.
- <u>Policy C.9.2</u>. *Traffic Impact Analysis.* Require new developments to include a traffic impact analysis.
- <u>Policy C.9.4</u>. *Traffic Signals*. Require new development to install traffic signals at intersections or arterials which, based on individual study, are shown to satisfy traffic signal warrants.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act California (CEQA) Guideline Sections 15378(b)(5) and 15061(b)(3), the proposed Transportation Study Guidelines is not a " project" under CEQA as it is an administrative activity of government and will not result in a direct or indirect physical change to the environment and, therefore, it has been determined that the subject project is not subject to CEQA.

FISCAL IMPACT

The fiscal impact for the City of Santa Fe Springs Transportation Study Guidelines is tied to the consultant cost and city resources required to complete the guidelines. It should be noted that \$75,000 has already been allocated for this project into Account No: 1031-9000 (Planning-Non-Recurring). No Additional Resources are being requested at this time.

STAFF REMARKS

Staff recommends that the Planning Commission adopt Resolution No. 228-2023, to recommend that the City Council adopt the City of Santa Fe Springs Transportation Study Guidelines.

Wayne M. Morel

Wayne M. Morrell Director of Planning

Attachments:

1. Resolution No. 228-2023

a. Exhibit A: City of Santa Fe Springs Transportation Study Guidelines

Attachment 1: Resolution No. 228-2023, including Exhibit A: City of Santa Fe Springs Transportation Study Guidelines

CITY OF SANTA FE SPRINGS RESOLUTION NO. 228-2023

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS ADOPT THE TRANSPORTATION STUDY GUIIDELINES

WHEREAS, SB 743, which was signed into law in 2013 and codified in Public Resources Code section 21099, required changes to the California Environmental Quality Act (CEQA) Guidelines regarding the analysis of transportation impacts. SB 743 changed the way transportation impacts are evaluated under CEQA; and

WHEREAS, The Governor's Office of Planning and Research (OPR) was tasked to amend the CEQA Guidelines to provide an alternative to the traditional metric of level of service (LOS), which is based on automobile delay and roadway capacity, in order to promote three statutory goals: 1) the reduction of greenhouse gas (GHG) emissions; 2) the development of multimodal transportation networks; and 3) a diversity of land uses. OPR concluded that the use of Vehicle Miles Traveled (VMT) would adequately analyze a project's transportation impacts while supporting all three statutory goals; and

WHEREAS, On December 28, 2018, the California Natural Resources Agency certified and adopted the revised CEQA Guidelines, adding Section 15064.3 which provides a new methodology for determining the significance of transportation projects. VMT is now the metric for transportation analysis under CEQA and LOS/ automobile delay is no longer considered a significant impact on the environment under CEQA. VMT exceeding an applicable threshold of significance may indicate a significant impact; and

WHEREAS, SB 743 does not prevent the City from continuing to analyze delay or LOS outside of the CEQA review process for other transportation planning or analysis purposes unrelated to CEQA traffic impacts such as land use adjacency, general plan consistency, safety, community benefits, and/or public health pursuant to the City's existing general plan goals; and

WHEREAS, CEQA Guidelines Section 15064.7 encourages each public agency "to develop and public thresholds of significance that the agency uses in determination of the significance of environmental effects" where a threshold is "an identifiable quantitative, qualitative, or performance level of a particular environmental effect..."; and

WHEREAS, the CEQA Guidelines make clear that the City has discretion to choose the most appropriate methodology to evaluate a project's VMT, including whether to express the change in absolute terms, per capita, per household, or in any other measure; and

WHEREAS, the City desires to establish guidelines for the preparation of analysis of impacts under the thresholds for vehicle miles traveled, pursuant to Public Resource Code Section 21082; and

WHERAS, the City further desires to establish guidelines using LOS to evaluate land development and infrastructure projects to identify potential safety and operation issues and ensure that multimodal transportation considerations are consistent with the City's General Plan policies; and

WHEREAS, the City of Santa Fe Springs Planning Commission has considered the written and oral staff report, and any public testimony, written comments, or other materials presented at the Planning Commission Meeting on April 10, 2023 concerning the City of Santa Fe Springs Transportation Study Guidelines.

NOW, THEREFORE, be it RESOLVED that the PLANNING COMMISSION of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

The Planning Commission hereby finds and determines that, in accordance with the California Environmental Quality Act California (CEQA) Guideline Sections 15378(b)(5) and 15061(b)(3), the proposed Transportation Study Guidelines is not a " project" under CEQA as it will not result in any direct or indirect physical change in the environment and thus can be seen with certainty to have no possibility for causing a significant effect on the environment. Therefore, it has been determined that the subject project is not subject to CEQA.

SECTION II, GENERAL PLAN CONSISTENCY

The City's General Plan contains the goals, policies, and programs to address the current and future transportation challenges that the City will confront. The subject Transportation Study Guidelines will allow the city to meet the following goals and policies:

GOAL C-8: TRANSPORTATION SYSTEM DESIGNED TO REDUCE VEHICLE MILES TRAVELED

• <u>Policy C.8.1</u> *Reducing Vehicle Miles Traveled*. Integrate transportation and land use decisions to reduce vehicle miles traveled and greenhouse gas emissions.

GOAL C-9: A STREET NETWORK MANAGED TO MINIMIZE CONGESTION AND TRAFFIC IMPACTS

• <u>Policy C.9.1</u> *Traffic Impact Mitigation.* Require new development projects to mitigate off-site traffic impacts consistent with City policy and regulations.

- <u>Policy C.9.2</u>. *Traffic Impact Analysis*. Require new developments to include a traffic impact analysis.
- <u>Policy C.9.4</u>. *Traffic Signals*. Require new development to install traffic signals at intersections or arterials which, based on individual study, are shown to satisfy traffic signal warrants.

SECTION III. PLANNING COMMISSION ACTION

The Planning Commission hereby adopts Resolution No. 228-2023 to find and determine that the City of Santa Fe Springs Transportation Study Guidelines is consistent with SB 743 (Senate Bill 743 – Transportation Impacts) and Sections 15064.3 (Determining the Significance of Transportation Impacts) of the CEQA Guidelines, the proposed Transportation Study Guidelines is not a "project" pursuant to CEQA Guidelines Sections 15378(b)(5) and 15061(b)(3), and to recommend that the City Council adopt the City of Santa Fe Springs Transportation Study Guidelines (Exhibit A).

ADOPTED and APPROVED this 10th day of April, 2023 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS.

Francis C Chainbe

ATTEST:

Teresa Cavallo, Planning Secretary

Exhibit A City of Santa Fe Springs Transportation Study Guidelines

City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

Introduction of Ordinance No. 1128 Amending Chapter 95 of Title IX of the Santa Fe Springs Municipal Code Relating to Public Nuisances

RECOMMENDATION

• Introduce by title only and waive further reading of Ordinance No. 1128:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 95 (PROPERTY MAINTENANCE) OF TITLE IX OF THE CODE OF SANTA FE SPRINGS RELATING TO PROPERTY MAINTENANCE

BACKGROUND

Chapter 95 of Title IX of the Santa Fe Springs Municipal Code addresses conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction to or interference with the comfortable enjoyment of adjacent property or premises, and/or hazardous or injurious to the health, safety, or welfare of the general public. It provides the City with enforcement tools by defining such conditions and uses of land as public nuisances and providing regulations and procedures for abatement.

In reviewing Chapter 95, the City Attorney's office determined that revisions to the code language were needed to comply with legal requirements, including due process. The City Attorney's office worked with Police Services to draft Ordinance No. 1128 to comprehensively review the chapter and implement the necessary changes so that the provisions of Chapter 95 may serve as an effective method of enforcement to promote the health, safety, and welfare of the Santa Fe Springs community.

LEGAL REVIEW

The City Attorney's office prepared Ordinance No. 1128.

Tom Hatch Interim City Manager

Attachments

- 1. Ordinance No. 1128
- 2. Code Revisions Redlined

Dino Torres Director of Police Services

ORDINANCE NO. 1128

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 95 (PROPERTY MAINTENANCE) OF TITLE IX OF THE CODE OF SANTA FE SPRINGS RELATING TO PROPERTY MAINTENANCE

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

SECTION 1. Chapter 95 (Property Maintenance) of Title IX of the Code of Santa Fe Springs is renamed "PUBLIC NUISANCES."

SECTION 2. Section 95.02 (Definitions) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby amended as follows:

A. The definition of "Director of Police Services" is added as follows:

DIRECTOR OF POLICE SERVICES. The Director of Police Services or their duly authorized representative(s).

B. The definition of "Hearing Officer" is deleted in its entirety and replaced with the following:

HEARING OFFICER. An impartial person that is appointed by the City Manager, or a designee thereof, to conduct review hearings of Abatement Notices and make determinations related thereto.

<u>SECTION 3</u>. Subsection (A)(22)(a)(1) of Section 95.03 (Public Nuisances Prohibited) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby amended to read as follows:

1. Render premises unsanitary or substandard as defined or described in Chapter 10 of the 1997 Uniform Housing Code, which is adopted herein. Chapter 10 is set forth in Appendix A to this chapter.

SECTION 4. Section 95.05 (Continuing Obligation of Responsible Persons to Abate Public Nuisance) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby amended to read as follows:

- A. Subsection (A) of Section 95.05 is deleted in its entirety and replaced with the following:
 - (A) Responsible persons shall not allow, cause, create, maintain or permit a public nuisance to exist on their premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by rehabilitation,

demolition or repair, removal or termination with all required city approvals, permits and inspections, when applicable.

SECTION 5. Section 95.06 (Procedures for City to Establish Right to Enter Private Real Property to Abate Public Nuisance) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby renamed "Right of Entry" and deleted in its entirety and replaced with the following:

§ 95.06. RIGHT OF ENTRY.

(A) The Director of Police Services may use all lawful means to enter upon any property in the city for the purpose of inspecting the property for a public nuisance and/or for the removal of any public nuisance from said property, as such public nuisance is defined in this chapter.

(B) If a property owner or occupant refuses to allow the Director of Police Services entry upon the property for inspection or abatement of a public nuisance, the Director of Police Services shall apply to a judge of a court of competent jurisdiction for a warrant authorizing the entrance upon such property to perform an inspection or abatement of such nuisance.

SECTION 6. Sections 95.07 through 95.13 of Chapter 95 of Title IX of the Code of Santa Fe Springs are hereby deleted in their entirety and replaced with the following:

§ 95.07 ABATEMENT NOTICE.

(A) Whenever the Director of Police Services finds that any premises or property within the city is maintained contrary to the provisions of this Chapter, an Abatement Notice may be issued to all Responsible Person(s) to abate the public nuisance.

(B) The Abatement Notice shall describe the action required to abate the public nuisance which may include corrections, repairs, demolition, removal, obtaining the necessary permits, vacating tenants or other appropriate action and shall establish time frames by which each action must occur.

(C) The Abatement Notice shall explain the consequences should the Responsible Person(s) fail to comply with the terms of the notice.

(D) The Abatement Notice shall identify all applicable hearing rights.

(E) Such notice shall be served upon all Responsible Person(s) either by personal service or by first class mail, return receipt requested. The official issuing a Notice of Abatement to an owner of real property may rely on that person's mailing address according to the last equalized assessment roll of the Los Angeles County Assessor's Office in determining a service address for the Abatement Notice. Failure of

any owner to receive a Notice of Abatement by mail shall not invalidate any action or proceeding pursuant to this chapter.

§ 95.08 NOTICE OF HEARING.

(A) In the event the Responsible Person(s) fails, neglects or refuses to comply with the Abatement Notice, a public hearing before the Hearing Officer shall be held pursuant to Section 95.09 of this Chapter. At least ten (10) calendar days before the hearing, notice of said hearing shall be personally served upon or mailed via certified mail, postage paid, return receipt requested, to the Responsible Person(s). Service by certified mail shall be deemed effective on the date of mailing. If the foregoing notice is returned undelivered by the United States Post Office, the hearing shall be continued to a date not less than ten calendar days from the date of such return and the same notice shall then be posted conspicuously on the affected premises at least ten calendar days before the hearing.

(B) The notice shall indicate the nature of the alleged nuisance, the assessor's parcel number and street address, the designation of the time and place of the hearing to determine whether the same constitutes a nuisance, and the manner of its proposed abatement if the same is found to be a nuisance.

(C) Notices of hearing shall also be sent to adjacent property owners and any other persons as may be deemed appropriate by the Director of Police Services.

(D) The failure of any person to receive the notice shall not affect the validity of any proceedings under this chapter.

§ 95.09 CONTENT AND CONDUCT OF HEARING.

(A) All hearings under this chapter shall be held before a Hearing Officer who shall hear and consider all relevant evidence offered as to whether a nuisance, in fact, exists. All hearings under this chapter are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The Responsible Person(s) and the enforcement officer issuing the Notice, as well as all other interested persons, shall have the opportunity to present evidence and to cross-examine witnesses. The Responsible Person(s) or other interested persons may represent himself, herself or themselves or be represented by anyone of his, her or their choice. The Responsible Person(s) or other interested persons may bring an interpreter to the hearing at his, her or their sole expense.

(B) The Responsible Person(s) may appear in person at the hearing or present a written statement to be considered by the Hearing Officer at the hearing.
(C) The failure of the Responsible Person(s) to appear at the hearing or present a written statement to be considered by the Hearing Officer at the hearing shall constitute a waiver of the hearing and a failure to exhaust administrative remedies concerning the Abatement Notice.

(D) At the conclusion of the hearing, if the Hearing Officer determines that a public nuisance exists, he or she shall adopt written findings declaring the subject property to be a public nuisance and order removal or abatement of the item(s) in question from the site within a reasonable period of time which shall commence upon the date the findings and order are served upon the Responsible Person(s).

(E) Nothing contained in this chapter shall obligate the city to undertake abatement actions pursuant to an Abatement Notice.

§ 95.10 ABATEMENT BY RESPONSIBLE PERSON PRIOR TO HEARING.

(A) Any responsible person shall have the right to abate a nuisance in accordance with the Abatement Notice at his or her own expense, provided all corrective actions are completed with all required city permits, approvals and inspections, prior to the date the matter is set for a hearing.

(B) A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the city, fully and lawfully abated prior thereto.

§ 95.11 [RESERVED]

§ 95.12 [RESERVED]

§ 95.13 [RESERVED]

SECTION 7. Section 95.14 (Decision of Hearing Officer; Order of Abatement) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby amended to read as follows:

(A) Within a reasonable time, not to exceed 15 calendar days following conclusion of the hearing, the Hearing Officer shall make any one or more of the following determinations in a written decision ("Order of Abatement"):

(1) A finding and description of each nuisance condition at the subject property, or the non-existence thereof. In the latter instance, the Hearing Officer shall cancel the Abatement Notice.

(2) The name of each person responsible for a nuisance condition, or conditions, at the subject property, as well as the name of any Responsible Person(s) who lacks responsibility therefor.

4

(3) The required corrective action and completion date for each unabated nuisance condition.

(4) Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.

(B) The decision of the Hearing Officer is final and conclusive. The Order of Abatement shall also contain the following statement:

"The Hearing Officer's decision is final, and judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.5 and 1094.6."

(C) A copy of the Order of Abatement shall be served on all Responsible Persons by first class mail to the address(es) on the last equalized assessment roll of the Los Angeles County Assessor's Office and the nuisance property address. Failure of a Responsible Person(s) to receive a properly addressed Order of Abatement shall not invalidate any action or proceeding by the city pursuant to this chapter.

(D) The failure of any Responsible Person(s) to comply with an Order of Abatement by completing each of the requisite corrective actions in the manner and time set forth in the Order of Abatement shall constitute a misdemeanor offense punishable in accordance with § 10.97.

SECTION 8. Subsection (D) of Section 95.15 (Abatement of Nuisance by Responsible Persons Prior to City Abatement Actions) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby deleted.

SECTION 9. Section 95.16 (Emergency action to abate imminent hazard.) of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby amended as follows:

A. Subsections (C) through (G) are hereby deleted and replaced with the following:

(C) If the Director moves to abate the nuisance, the city shall follow the provisions in Section 95.06 to gain entry to the property.

(D) Within ten business days following emergency actions of city personnel to abate an imminent hazard, the city shall serve any responsible person with a Notice of Emergency Abatement by city personnel of an imminent hazard by personal service or certified mail, return receipt requested. The city may, if a responsible person is a property owner, rely on that person's mailing address according to the last equalized assessment roll of the Los Angeles County Assessor's Office in determining a service address for this notice. Failure of any responsible person to receive a Notice of Emergency Abatement by city personnel of an imminent hazard by mail shall not invalidate any action or proceeding pursuant to this chapter.

(E) A Notice of Emergency Abatement by city personnel of an Imminent Hazard shall contain the following provisions:

(1) The name of all known Responsible Persons who are being served with the Notice of Emergency Abatement by city personnel of an imminent hazard and the address of the real property on which the imminent hazard was present.

(2) A brief description of the condition(s) and reasons why it constitutes an imminent hazard.

(3) A brief description of the law prohibiting or pertaining to the imminent hazard.

(4) A brief description of the actions city personnel took to abate the imminent hazard.

(F) Omission of any of the foregoing provisions in a Notice of Emergency Abatement by city personnel of an Imminent Hazard, whether in whole or in part, or the failure of a responsible person to receive this document, shall not render it defective or render any proceeding or action pursuant to this chapter invalid.

(G) The city shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the city shall follow the procedures set forth in this chapter.

B. Subsection (H) is added to Section 95.16 and shall read as follows:

(H) Any abatement pursuant to this section shall be limited to the actions necessary to neutralize the immediate danger only. A post-abatement hearing shall be provided to the Responsible Person(s).

SECTION 10. Subsections (C) and (D) of Section 95.19 (Collection of Costs of Abatement by Special Assessment.) of Chapter 95 of Title IX of the Code of Santa Fe Springs are hereby deleted in its entirety and replaced with the following:

(C) The Notice of Special Assessment shall be in a form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT

(Claim of the City of Santa Fe Springs)

In compliance with the authority of the provisions of Chapter 95 (Public Nuisances) of Title IX of the Santa Fe Springs Municipal Code, the City Manager of the City of Santa Fe Springs did on or about the ______ day of _____ 20 ____, cause the premises hereinafter described to be rehabilitated or the structure(s) or improvement(s) on the property to be demolished or repaired in order to abate a public nuisance on the real property; and the abatement was conducted in compliance with an order of abatement dated the ______ day of ______ 20 _____; and the City of Santa Fe Springs did on the ______ day of ______ 20 _____; assess the cost of the demolition, rehabilitation, or repair upon the real property; and the same has not been paid nor any part thereof; and that the City of Santa Fe Springs

does hereby declare the costs of the demolition, rehabilitation, or repair in the amount so assessed, to with the sum of ______ dollars (\$_____), to be a special assessment against the real property.

The special assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of municipal taxes shall be applicable to the special assessment.

However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, before the date on which the first installment of the taxes would become delinquent, the cost of abatement shall not result in a lien against the real property, but instead shall be transferred to the unsecured roll for collection.

The real property hereinbefore mentioned, and upon which the special assessment is levied, is that certain parcel of land lying and being in the City of Santa Fe Springs, County of Los Angeles, State of California, commonly known as [street address], and more particularly described as follows: [Legal description, including assessor's parcel number]

The owner of record of the parcel of land is:

[Name and address of recorded owner of the parcel].

(D) The Notice of Special Assessment shall be entitled to recordation with the Los Angeles County Recorder's Office.

SECTION 11. Section 95.22 of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 95.22 [RESERVED]

SECTION 12. Section 95.23 of Chapter 95 of Title IX of the Code of Santa Fe Springs is hereby deleted in its entirety and replaced with the following:

§ 95.23 [RESERVED]

SECTION 13. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 14. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

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

PASSED and ADOPTED this ____ day of _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Martin, Mayor

Janet Martinez, CMC, City Clerk

CHAPTER 95: PUBLIC NUISANCES

Section

- 95.01 Purposes and intent
- 95.02 Definitions
- 95.03 Public nuisances prohibited
- 95.04 Abatement of public nuisances
- 95.05 Continuing obligation of responsible persons to abate public nuisance
- <u>95.06</u> Procedures for city to establish right to enter private real property to abate public nuisance
 - 95.07 Additional requirements for demolition of buildings or structures
 - 95.08 Service of Notice of Abatement
 - 95.09 Right of appeal from Notice of Abatement
 - 95.10 Sample Notice of Abatement
 - 95.11 Consequence for untimely appeal
 - 95.12 Abatement by responsible person prior to hearing
 - 95.13 Review by Hearing Officer
 - 95.14 Decision of Hearing Officer; Order of Abatement
 - 95.15 Abatement of nuisance by responsible persons prior to city abatement actions
 - 95.16 Emergency action to abate imminent hazard
 - 95.17 Combination of notices
 - 95.18 Establishment of costs of abatement
 - 95.19 Collection of costs of abatement by special assessment
 - 95.20 Collection of costs by nuisance abatement lien
 - 95.21 Treble costs of abatement
 - 95.22 Recordation of substandard notice
 - 95.23 Code enforcement fees
 - 95.24 Recovery of attorney's fees
 - 95.25 Applicability of other laws
 - 95.99 Penalty
 - Appendix A: 1997 Uniform Housing Code, Chapter 10

Cross-reference:

Abandoned, wrecked, dismantled or inoperative vehicles as nuisance, see Ch. 90

Graffiti as nuisance, see §§ <u>132.15</u> through <u>132.27</u>

Unused or abandoned service stations declared nuisance, see §§ 150.070 through 150.083

§ 95.01 PURPOSES AND INTENT.

(A) The purposes and intent of this chapter are as follows:

(1) To define as public nuisances and violations those conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction to or interference with the comfortable enjoyment of adjacent property or premises, and/or hazardous or injurious to the health, safety, or welfare of the general public.

(2) To develop regulations that will promote the sound maintenance of property and enhance conditions of appearance, habitability, occupancy, use and safety of all structures and premises in the city.

(3) To establish administrative procedures for the city's use, upon its election, to, correct or abate violations of this chapter on real property throughout the city.

(B) This chapter is not intended to be applied, construed or given effect in a manner that imposes upon the city, or upon any officer or employee thereof, any duty towards persons or property within the city or outside of the city that creates a basis for civil liability for damages, except as otherwise imposed by law.

(Ord. 993, passed 6-26-08)

§ 95.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED PERSONAL PROPERTY. Any item, object, thing, material or substance that, by its condition of damage, deterioration, disrepair, nonuse, obsolescence or location on public real property or on private real property, causes a reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto, or that the object, thing, material or substance cannot be used for its intended or designed purpose. **ABANDONED PERSONAL PROPERTY** may include junk and vehicles.

ABANDONED STRUCTURE. A building or other structure that is vacant and is maintained in a condition of disrepair or deterioration, as discernible from a public right-of-way or adjoining real property. Factors that may also be considered in a determination of an **ABANDONED STRUCTURE** include, without limitation:

(1) Present operability and functional utility;

(2) The presence of non-functional, broken or missing doors or windows, such that entry therein by unauthorized persons is not deterred;

(3) The existence of real property tax delinquencies for the land upon which the structure is located;

(4) Age and degree of obsolescence of the structure, and the cost of rehabilitation or repair versus its market value.

ATTRACTIVE NUISANCE. Any condition, device, equipment, instrument, item or machine that is unsafe, unprotected and may prove detrimental to minors whether in a structure or in outdoor areas of developed or undeveloped real property. This includes, without limitation, any abandoned or open and accessible wells, shafts, basements or excavations; any abandoned refrigerators and abandoned or inoperable motor vehicles; any structurally unsound fences or structures; or, any lumber, trash, fences, debris or vegetation which may prove hazardous or dangerous to inquisitive minors. An **ATTRACTIVE NUISANCE** shall also include pools, standing water or excavations containing water, that are unfenced or otherwise lack an adequate barrier thereby creating a risk of drowning, or which are hazardous or unsafe due to the existence of any condition rendering such water to be clouded, unclear or injurious to health due to, without limitation, any of the following: bacterial growth, infectious or toxic agents, algae, insect remains, animal remains, rubbish, refuse, debris, or waste of any kind.

BUILDING. Any structure having, or originally designed to be used for the shelter or enclosure of persons, animals, chattels, equipment, or property of any kind, and shall also include structures wherein things may be grown, made, produced, kept, handled, stored, or disposed of, and all appendages, accessories, apparatus, appliances, and equipment installed as a part thereof.

CITY. The City of Santa Fe Springs.

CITY MANAGER. The City Manager or his or her duly authorized representative(s).

CODE or **CODES**. The Santa Fe Springs Municipal Code and laws incorporated therein by reference and any adopted and uncodified ordinances.

CODE ENFORCEMENT OFFICER. Any individual employed by the city with primary enforcement authority for city codes, or his or her duly authorized representative(s).

CONTROLLED SUBSTANCES. Any substance that is declared by state or federal law to be a controlled substance.

DIRECTOR OF POLICE SERVICES. The Director of Police Services or their duly authorized representative(s).

GRAFFITI. Any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on any real or personal property.

HAZARDOUS MATERIALS. Any material or substance of any kind that is declared by any federal, state, or local law, ordinance, or regulation to be composed of hazardous material.

HEARING OFFICER. A person that is appointed by the City Manager, or a designee thereof, to conduct review hearings of Abatement Notices and make determinations related thereto.

INCIDENTAL EXPENSES. Include, but shall not be limited to, the actual expenses and costs of the city, such as preparation of notices, specifications, contracts, inspection of work, costs of printing and mailings required hereunder, costs of any filing and/or recordation with the Los Angeles County Recorder's Office or other governmental agency, and the costs of administration and legal services.

INOPERABLE VEHICLE. Includes, without limitation, any vehicle that is immobilized or mechanically incapable of being driven on a public right-of-way. Factors that may be used to determine this condition include, without limitation, vehicles that have a "non-operational" status with the California Department of Motor Vehicles, vehicles lacking or not displaying current registration, a working engine, transmission, wheels, inflated tires, doors, windshield or any

other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

JUNK. Includes, but is not limited to, any cast-off, damaged, discarded, junked, obsolete, salvaged, scrapped, unusable, worn-out or wrecked appliance, device, equipment, furniture, fixture, furnishing, object, material, substance, tire, or thing of any kind or composition. *JUNK* may include inoperable vehicles and abandoned personal property, as well as any form of debris, refuse, rubbish, trash or waste. Factors that may be considered in a determination that personal property is junk include, without limitation, its:

(1) Condition of damage, deterioration, disrepair or nonuse.

(2) Approximate age and degree of obsolescence.

(3) Location, and, if outdoors, whether or not said personal property appears, due to its design or materials of composition, to be intended for indoor use.

(4) Present operability, functional utility and status of registration or licensing, where applicable.

(5) Cost of rehabilitation or repair versus its market value.

JUNKYARD. Real property of any zoning classification on which junk is kept, maintained, placed or stored to such a degree that it constitutes a principal use or condition on said premises. The existence of a **JUNKYARD** is not a nuisance when it is an expressly permitted use in the applicable zone and the premises are in full compliance with all provisions of the Santa Fe Springs Zoning Ordinance, and all other applicable provisions of the Santa Fe Springs Municipal Code, as well as all future amendments and additions thereto.

OWNER. Means and includes any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. **OWNERS** include persons with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers. An **OWNER** of personal property shall be any person who has legal title, charge, control, or possession of, such property.

PERSON. Any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. **PERSON** also includes any public entity or agency that acts as an owner in the city.

PERSONAL PROPERTY. Property that is not real property, and includes, without limitation, any appliance, article, device, equipment, item, material, product, substance or vehicle.

PROPERTY or **PREMISES.** Any privately owned real property, or improvements thereon, or portions thereof, as the case may be. **PROPERTY** includes any parkway or unimproved public easement abutting or adjacent to such real property.

PUBLIC NUISANCE. Anything which is, or likely to become, injurious or detrimental to health, safety or welfare, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any public park, square, street, highway or other public right-of-way. All conditions hereafter enumerated in this chapter, or that otherwise violate or are contrary to any provision of the Santa Fe Springs Municipal Code, are **PUBLIC**

NUISANCES by definition and declaration, and said enumerated conditions shall not, in any manner, be construed to be exclusive or exhaustive. A **PUBLIC NUISANCE** shall also exist when a person fails to comply with any condition of a city approval, entitlement, license or permit or when an activity on, or use of, real property violates, or is contrary to, any provision or requirement of the Santa Fe Springs Municipal Code.

PUBLIC RIGHT-OF-WAY. Every form of public property that is dedicated to, used, or reserved for, pedestrian or vehicular traffic and includes, without limitation, alleys highways, roads, streets, and sidewalks, as well as adjoining areas that a public entity owns, controls or has a right to use or improve. **PUBLIC RIGHT-OF-WAY** also means similar areas in privately owned developments that are dedicated to, used, or reserved for common or general pedestrian or vehicular traffic.

RESPONSIBLE PERSON. Any person, whether as an owner as defined in this chapter, or otherwise, that allows, causes, creates, maintains, or permits a public nuisance, or any violation of the Santa Fe Springs Municipal Code or county or state law, or regulation thereof, to exist or continue, by any act or the omission of any act or duty. A **RESPONSIBLE PERSON** shall also include employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

STRUCTURE. That which is built or constructed, an edifice, wall, fence, or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. For purposes of this chapter, this definition shall supersede any other definition of this term in the Santa Fe Springs Municipal Code.

VEHICLE. Any device, by which any person or property may be propelled, moved, or drawn upon a highway or other public right-of-way, and includes all vehicles as defined by the California Vehicle Code, and all future amendments thereto. **VEHICLE** does not include devices:

- (1) That are propelled exclusively by human power such as bicycles and wheelchairs; or
- (2) Those that are used exclusively upon stationary rails or tracks.

('64 Code, § 17A-1.17) (Am. Ord. 580, passed 3-27-80; Am. Ord. 620, passed 8-12-82; Am. Ord. 993, passed 6-26-08)

§ 95.03 PUBLIC NUISANCES PROHIBITED.

The City Council finds and declares that it is a public nuisance and unlawful for any person to allow, cause, create, maintain, or permit others to maintain, property or premises in the city in such a manner that:

(A) Any one or more of the following conditions are found to exist thereon:

(1) Land, the topography, geology or configuration of which whether in natural state or as a result of the grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent properties.

(2) Unimproved land, which contains any of the conditions that are set forth in this section.

(3) Buildings or other structures, or portions thereof, that are partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. As used herein, an **UNREASONABLE PERIOD** shall mean any portion of time exceeding the period given to a responsible person by the city for the complete abatement of this nuisance condition with all required city approvals, permit and inspections. Factors that may be used by the city to establish a reasonable period for the complete abatement of this nuisance include, but are not limited to, the following:

(a) The degree of partial construction or destruction and the cause therefor.

(b) Whether or not this condition constitutes an attractive nuisance or if it otherwise poses or promotes a health or safety hazard to occupants of the premises, or to others.

(c) The degree of visibility, if any, of this condition from public or adjoining private real property.

(d) The scope and type of work that is needed to abate this nuisance.

(e) The promptness with which a responsible person has applied for and obtained all required city approvals and permits in order to lawfully commence the nuisance abatement actions.

(f) Whether or not a responsible person has complied with other required technical code requirements, including requesting and passing required inspections in a timely manner, while completing nuisance abatement actions.

(g) Whether or not a responsible person has applied for extensions to a technical code permit or renewed an expired permit, as well as the number of extensions and renewals that a responsible person has previously sought or obtained from the city.

(h) Whether or not a responsible person has made substantial progress, as determined by the city, in performing nuisance abatement actions under a technical code permit that has expired, or is about to expire.

(i) Whether delays in completing, nuisance abatement actions under a technical code permit have occurred, and the reason(s) for such delays.

(4) Abandoned structure(s) or abandoned personal property that is/are visible from public or private property.

(5) Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls floors, basements, mezzanines, and common areas) that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values, or interferes with the peaceful use, possession and/or enjoyment of adjacent properties, or where such condition otherwise violates, or is contrary to the Santa Fe Springs Municipal Code, or state law.

(6) Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as sidewalks, driveways and parking areas, that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair and/or result in, or tend to result in, a diminution in property values, or that interfere with the peaceful use, possession and/or enjoyment of adjacent properties, or where such condition otherwise violates, or is contrary to the Santa Fe Springs Municipal Code, or state law.

(7) Clothes lines in all exterior and outdoor yard areas where visible from a public right-ofway.

(8) Exterior light fixtures with broken lamps, lens or light bulbs and/or supporting poles or structures and mounting fixtures that have become defective, dilapidated, deteriorated or that are in disrepair.

(9) Playground equipment designed and made for outdoor use including, without limitation swings, slides, seesaws, jungle gyms, teeter totters and carousels, in front or side yards, if visible from a public right-of way or adjoining property. If permissible in a location, such equipment shall not encroach in a setback area except as authorized by the Santa Fe Springs Zoning Ordinance. Playground equipment that is not in good working order and repair shall constitute junk.

(10) Furniture that is designed and made for outdoor use including but not limited to, tables, chairs and umbrellas, in the front or side yards, if visible from a public right-of way or adjoining property. Outdoor furniture that is not in good working order and repair shall constitute junk.

(11) Decorative lights of any kind that are visible from a public right-of-way, that are erected, displayed or installed on structures or premises before the fourth Thursday of November in any year, or which are not completely removed from structures or premises by February 28 of the succeeding year.

(12) Outdoor placement, whether for storage, display or sale, of products, merchandise and other items of personal property on non-residential premises, except as expressly allowed by the Santa Fe Springs Zoning Regulations.

(13) Containers that are customarily made, or customarily intended to be used, for holding, or shipping or storing freight, cargo or other items of personal property, when placed in outdoor areas of front, side or rear yards of any real property in the city, except as expressly allowed pursuant to §§ <u>155.623</u>, <u>155.639</u>, <u>155.653</u> and <u>155.654</u> of the Santa Fe Springs Municipal Code, and any future amendments thereto. This prohibition applies to such containers regardless of their actual or proposed use on premises in the city.

(14) Obstructions of any kind, cause or form that interfere with light or ventilation for a building, or that interfere with, or hinder, ingress and egress therefrom.

(15) Broken, defective, damaged, dilapidated, or missing windows or doors in a building or structure.

(16) Windows or doors that remain boarded up or sealed after ten calendar days following written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional or operable windows or doors. City actions to board up or seal windows or doors in order to deter unauthorized entry into structures shall not relieve responsible persons from installing fully functional or operable windows or doors.

(17) Overgrown vegetation including, but not limited to, any one of the following:

(a) Vegetation likely to harbor, or promote the presence of, rats, vermin and insects.

(b) Vegetation causing detriment to neighboring properties, or that is out of conformity with neighboring community standards to such an extent as to result in, or contribute to, a diminution of property values, including, but not limited to:

1. Lawns with grass in excess of six inches in height.

2. Hedges, trees, or other plant material that are damaging, or likely to damage, structures and/or not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, and/or watering.

(c) Vegetation that creates, or promotes, the existence of a fire hazard.

(d) Vegetation that overhangs or grows onto or into any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other public right-of-way, so as to cause an obstruction to any person or vehicle using such public property.

(e) Tree branches within five feet of the rooftop of a structure so as to facilitate rodent or animal access thereto.

(18) Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of healthful vegetation, that causes, contributes to, or promotes, any one of the following conditions or consequences:

(a) An attractive nuisance;

- (b) A fire hazard;
- (c) The creation or promotion of dust or soil erosion;
- (d) A diminution in property values;
- (e) A detriment to public health, safety or welfare.

(19) Any form of an attractive nuisance.

(20) (a) Items of junk in any exterior and outdoor yard area, as well as within a garage if required vehicle parking therein is impaired, obstructed or prevented by reason of said items.

(b) The existence of a junkyard is not a nuisance when it is an expressly permitted primary use or condition in the applicable zone and the premises are in full compliance with all provisions of the Santa Fe Springs Zoning Ordinance (including all approvals and permits required thereby), and all other applicable provisions of the Santa Fe Springs Municipal Code, as well as all future amendments and additions thereto.

(21) Garbage cans, yard waste containers, and recycling containers that are kept, placed or stored in front or side yards and visible from public right-of-ways and/or adjacent property, except at times that solid or yard waste, or recyclables, are scheduled for collection by the city or its permitted collector(s).

(22) (a) The keeping or disposing of, or the scattering or accumulating of combustible or other materials including, but not limited to junk and packing boxes in interior areas of building or structures, when such items or accumulations:

1. Render premises unsanitary or substandard as defined or described in Chapter 10 of the 1997 Uniform Housing Code, which is adopted herein. Chapter 10 is set forth in Appendix A to this chapter.

2. Violate the Los Angeles County Public Health Code.

- 3. Cause, create, or tend to contribute to, a fire or safety hazard.
- 4. Harbor, promote, or tend to contribute to, the presence of rats, vermin and insects.
- 5. Cause, create, or tend to contribute to, an offensive odor.

6. Result in inadequate egress from a building or structure.

7. Cause the premises to be out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution of property values.

(b) This use of land or condition shall not constitute a nuisance when expressly permitted under the applicable zone classification and the premises are in full compliance with all provisions of the Santa Fe Springs Zoning Ordinance, and all other applicable provisions of the Santa Fe Springs Municipal Code, as well as all future amendments and additions thereto.

(23) Vehicles exceeding the permissible gross vehicle weight for the public right-of-way or public property upon which they are located. A nuisance also exists under this provision when a vehicle is stopped, kept, placed, parked, or stored on private real property and when such vehicle exceeds the permissible gross vehicle weight for the public right-of-way or public property that were utilized in its placement on said private real property.

(24) Any equipment, machinery, or vehicle of any type or description that is ordinarily used in construction that is kept, parked, placed or stored on public or private real property, except when such item is being used during excavation, construction or demolition operations pursuant to an active building and/or other technical code permit.

(25) Recreational vehicles, trailers, campers, boats, mobile equipment of any kind in good repair and operational that is transported on, or by, a vehicle, as well as recreational equipment (including, but not limited to, all terrain vehicles, wave runners and jet skis), that are kept or stored in exterior and outdoor yard areas. This prohibition does not apply to such forms of personal property that are in good repair, free of graffiti, displaying current registration or licensing (if required by the State of California) and which the Santa Fe Springs Zoning Ordinance expressly authorizes in said location. Recreational vehicles, trailers, campers, boats, in which ongoing loading or unloading activities (not exceeding 24 hours) are underway, are also excluded from this prohibition. Any of the items in this division (A)(25) that are not in good working order or repair shall constitute junk if located in an outdoor area of a yard, unless they are present, as an approved and permitted primary use, in a junkyard.

(26) Vehicles displaying current registration that are in good working order and repair in outdoor yards except on paved driveways or other parking areas that are approved for vehicle parking.

(27) Maintenance of signs, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to, the Santa Fe Springs Zoning Ordinance.

(28) Specialty structures that have been constructed for a specific use, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are permitted to remain in a state of partial destruction or disrepair. Such specialty structures include, but are not limited to, the following: tanks for gas or liquid(s), lateral support structures and bulk-heads, utility high-voltage towers and poles, utility high-rise support structures, electronic transmitting antennas and towers, structures which support or house mechanical and utility equipment and are located above the roof lines of existing buildings, high rise freestanding chimneys and smoke stacks, and recreational structures such as tennis courts and cabanas.

(29) Any personal property or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other

public right-of-way, unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.

(30) Causing, maintaining or permitting graffiti, as defined in of the Santa Fe Springs Municipal Code to be present or remain on a building, structure or vehicle, or portion thereof, that is visible from a public right-of-way or from adjoining property.

(31) Storage of hazardous or toxic materials or substances on real property, as so classified by any local, state or federal laws or regulations, in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.

(32) Failure to provide and maintain adequate weather protection to structures or buildings, so as to cause, or tend to cause or promote, the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.

(33) Any condition recognized in local or state law or in equity as constituting a public nuisance, or any condition existing on real property that constitutes, or tends to constitute, blight, or that is a health or safety hazard to the community or neighboring properties.

(34) Any discharge of any substance or material, other than stormwater, which enters, or could possibly enter, the city's storm sewer system in violation of the Santa Fe Springs Municipal Code.

(35) Maintenance of any tarp or similar covering on, or over, any graded surface or hillside, except in the following circumstances:

(a) A state of emergency has been declared by local, state or federal officials directly impacting the area to be tarped.

(b) Tarping performed pursuant to an active building or grading permit.

(c) Tarps installed during the period from December 1 through March 30 of each year, when required due to forecasted rain or other weather likely to damage or erode a hillside or graded surface.

(36) Maintenance of any tarp or similar covering on, or over, any roof of any structure and/or attached to any type of structure, except during periods of active rainfall, or when specifically permitted under an active roofing or building permit.

(37) Canopy or membrane structures, whether or not freestanding, in any outdoor yard areas. This prohibition does not apply to such structures that are authorized by the Santa Fe Springs Zoning Ordinance and that are in full compliance with all approvals, permits and conditions as required by the Santa Fe Springs Municipal Code. This prohibition also does not apply to canopies or membranes over windows, provided that they are in good repair, free of graffiti and are not otherwise prohibited by the Santa Fe Springs Municipal Code.

(38) Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water, whether or not they are attractive nuisances but which are nevertheless likely to harbor mosquitoes, insects or other vectors. The likelihood of insect harborage is evidenced by any of the following conditions: water which is unclear, murky, clouded or green; water containing bacterial growth, algae, insect larvae, insect remains, or animal remains; or, bodies of water which are abandoned, neglected, unfiltered or otherwise improperly maintained.

(B) Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the State of California, the provisions of the Santa Fe Springs Municipal Code, or any other ordinance of this city, including, but not limited to the following acts:

- (1) Unlawful possession and/or use of controlled substances;
- (2) Prostitution; and/or
- (3) Unlawful gambling.

(C) A condition, use or activity is present that constitutes a public nuisance as defined by §§ 3479 or 3480 of the Cal. Civil Code, and any future amendments thereto.

(D) A condition, use or activity is present that violates any uncodified ordinance, or other provisions of the Santa Fe Springs Municipal Code, or any applicable county or state laws and regulations.

('64 Code, § 17.A-1.1 through 17A-1.16) (Am. Ord. 620, passed 8-12-82; Am. Ord. 798, passed 8-22-91; Am. Ord. 993, passed 6-26-08) Penalty, see § <u>95.99</u>

§ 95.04 ABATEMENT OF PUBLIC NUISANCES.

All conditions or uses that constitute a public nuisance as defined in § <u>95.02</u>, or that are contrary to, or in violation of, any other provision or requirement of the Santa Fe Springs Municipal Code, or of any applicable county or state law, or regulation thereof, which shall also constitute a public nuisance, shall be abated by rehabilitation, demolition or repair, removal or termination. The procedures for abatement in this part shall not be exclusive and shall not limit or restrict the city from pursuing any other remedies available at law, whether civil, equitable or criminal, or from enforcing city codes and adopted ordinances, or from abating or causing abatement of public nuisances, in any other manner provided by law.

('64 Code, § 17A-2) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08) Penalty, see § <u>95.99</u>

§ 95.05 CONTINUING OBLIGATION OF RESPONSIBLE PERSONS TO ABATE PUBLIC NUISANCE.

(A) Responsible persons shall not allow, cause, create, maintain or permit a public nuisance to exist on their premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by rehabilitation, demolition or repair, removal or termination with all required city approvals, permits and inspections, when applicable.

(B) The city may exercise its administrative, civil/injunctive and criminal remedies, or any one or combination of these remedies, to compel responsible persons to abate a public nuisance when, in its judgment, such persons have not completed nuisance abatement actions in a timely or proper manner, or when responsible persons have failed to prevent an occurrence or recurrence of a public nuisance.

(Ord. 993, passed 6-26-08) Penalty, see § 95.99

§ 95.06 RIGHT OF ENTRY.

(A) The Director of Police Services may use all lawful means to enter upon any property in the City for the purpose of inspecting the property for a public nuisance and/or for the removal of any public nuisance from said property, as such public nuisance is defined in this chapter.

(B) If a property owner or occupant refuses to allow the Director of Police Services entry upon the property for inspection or abatement of a public nuisance, the Director of Police Services shall apply to a judge of a court of competent jurisdiction for a warrant authorizing the entrance upon such property to perform an inspection or abatement of such nuisance.

('64 Code, § 17A-3) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08)

§ 95.07 ABATEMENT NOTICE.

(A) Whenever the Director of Police Services finds that any premises or property within the city is maintained contrary to the provisions of this Chapter, an Abatement Notice may be issued to all Responsible Person(s) to abate the public nuisance.

(B) The Abatement Notice shall describe the action required to abate the public nuisance which may include corrections, repairs, demolition, removal, obtaining the necessary permits, vacating tenants or other appropriate action and shall establish time frames by which each action must occur.

(C) The Abatement Notice shall explain the consequences should the Responsible Person(s) fail to comply with the terms of the notice.

(D) The Abatement Notice shall identify all applicable hearing rights.

(E) Such notice shall be served upon all Responsible Person(s) either by personal service or by first class mail, return receipt requested. The official issuing a Notice of Abatement to an owner of real property may rely on that person's mailing address according to the last equalized assessment roll of the Los Angeles County Assessor's Office in determining a service address for the Abatement Notice. Failure of any owner to receive a Notice of Abatement by mail shall not invalidate any action or proceeding pursuant to this chapter.

§ 95.08 NOTICE OF HEARING.

(A) In the event the Responsible Person(s) fails, neglects or refuses to comply with the Abatement Notice, a public hearing before the Hearing Officer shall be held pursuant to Section 95.09 of this Chapter. At least ten (10) calendar days before the hearing, notice of said hearing shall be personally served upon or mailed via certified mail, postage paid, return receipt requested, to the Responsible Person(s). Service by certified mail shall be deemed effective on the date of mailing. If the foregoing notice is returned undelivered by the United States Post Office, the hearing shall be continued to a date not less than ten calendar days from the date of such return and the same notice shall then be posted conspicuously on the affected premises at least ten calendar days before the hearing.

(B) The notice shall indicate the nature of the alleged nuisance, the assessor's parcel number and street address, the designation of the time and place of the hearing to determine whether the same constitutes a nuisance, and the manner of its proposed abatement if the same is found to be a nuisance.

(C) Notices of hearing shall also be sent to adjacent property owners and any other persons as may be deemed appropriate by the Director of Police Services.

(D) The failure of any person to receive the notice shall not affect the validity of any proceedings under this chapter.

§ 95.09 CONTENT AND CONDUCT OF HEARING.

(A) All hearings under this chapter shall be held before a Hearing Officer who shall hear and consider all relevant evidence offered as to whether a nuisance, in fact, exists. All hearings under this chapter are informal, and formal rules of evidence and discovery do not apply. The city bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The Responsible Person(s) and the enforcement officer issuing the Notice, as well as all other interested persons, shall have the opportunity to present evidence and to cross-examine witnesses. The Responsible Person(s) or other interested persons may represent himself, herself or themselves or be represented by anyone of his, her or their choice. The Responsible Person(s) or other interpreter to the hearing at his, her or their sole expense.

(B) The Responsible Person(s) may appear in person at the hearing or present a written statement to be considered by the Hearing Officer at the hearing.

(C) The failure of the Responsible Person(s) to appear at the hearing or present a written statement to be considered by the Hearing Officer at the hearing shall constitute a waiver of the hearing and a failure to exhaust administrative remedies concerning the Abatement Notice.

(D) At the conclusion of the hearing, if the Hearing Officer determines that a public nuisance exists, he or she shall adopt written findings declaring the subject property to be a public nuisance and order removal or abatement of the item(s) in question from the site within a reasonable period of time which shall commence upon the date the findings and order are served upon the Responsible Person(s).

(E) Nothing contained in this chapter shall obligate the city to undertake abatement actions pursuant to an Abatement Notice.

§ 95.10 ABATEMENT BY RESPONSIBLE PERSON PRIOR TO HEARING.

(A) Any responsible person shall have the right to abate a nuisance in accordance with the Abatement Notice at his or her own expense, provided all corrective actions are completed with all required city permits, approvals and inspections, prior to the date the matter is set for a hearing.

(B) A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the city, fully and lawfully abated prior thereto.

§ 95.11 [RESERVED]

§ 95.12 [RESERVED]

§ 95.13 [RESERVED]

§ 95.14 DECISION OF HEARING OFFICER; ORDER OF ABATEMENT.

(A) Within a reasonable time, not to exceed 15 calendar days following conclusion of the hearing, the Hearing Officer shall make any one or more of the following determinations in a written decision ("Order of Abatement"):

(1) A finding and description of each nuisance condition at the subject property, or the nonexistence thereof. In the latter instance, the Hearing Officer shall cancel the Notice of Abatement. (2) The name of each person responsible for a nuisance condition, or conditions, at the subject property, as well as the name of any Responsible Person(s) who lacks responsibility therefor.

(3) The required corrective action and completion date for each unabated nuisance condition.

(4) Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.

(B) The decision of the Hearing Officer is final and conclusive. The Order of Abatement shall also contain the following statement:

"The Hearing Officer's decision is final, and judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.5 and 1094.6."

(C) A copy of the Order of Abatement shall be served on all Responsible Persons by first class mail to the address(es) stated on the appeal form. Failure of a Responsible Person(s) to receive a properly addressed Order of Abatement shall not invalidate any action or proceeding by the city pursuant to this chapter.

(D) The failure of any Responsible Person(s) to comply with an Order of Abatement by completing each of the requisite corrective actions in the manner and time set forth in the Order of Abatement shall constitute a misdemeanor offense punishable in accordance with § 10.97.

('64 Code, § 17A-6) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08) Penalty, see § <u>95.99</u>

§ 95.15 ABATEMENT OF NUISANCE BY RESPONSIBLE PERSONS PRIOR TO CITY ABATEMENT ACTIONS.

(A) Any responsible person shall have the right to fully abate a nuisance in accordance with the Hearing Officer's Order of Abatement prior to the date of entry of city forces or agents upon the subject real property, provided that all corrective actions are completed with all required city permits, approvals and inspections, prior to said entry date. In such instances, all administrative proceedings shall be cancelled, except with regard to the city's right to recover its incurred incidental expenses, code enforcement fees and attorney's fees as provided for in this chapter.

(B) Once the city enters a subject real property to abate a public nuisance, it shall have the right to complete this action.

(C) It is unlawful and a misdemeanor to obstruct, impede, or interfere with city personnel in the performance of any act that is carried out in complying with an Order of Abatement pursuant to this chapter.

(Ord. 993, passed 6-26-08) Penalty, see § 95.99

§ 95.16 EMERGENCY ACTION TO ABATE IMMINENT HAZARD.

(A) Notwithstanding any provision of the Santa Fe Springs Municipal Code Municipal Code to the contrary, the Police Services Director, the Fire Chief, the Public Works Director, or the Building Official, or any of their designees, may cause a public nuisance to be summarily abated if it is determined that the nuisance creates an imminent hazard to a person or persons, or to other real or personal property. Prior to abating the nuisance, the City Manager, or a designee thereof, may attempt to notify a responsible person by telephone or in writing of the imminent

hazard and request its abatement by said person. A public official may, in his or her discretion, dispense with an attempt of prior notification of a responsible person if the nature or severity of the hazard justifies such inaction.

(B) If, in the sole discretion of the public official declaring an imminent hazard, the responsible person(s) fail(s) to take immediate and meaningful steps to abate the imminent hazard, the city may abate the nuisance with city personnel, and charge the costs and fees thereof to the responsible person(s).

(C) If the Director moves to abate the nuisance, the city shall follow the provisions in Section 95.06 to gain entry to the property.

(D) Within ten business days following emergency actions of city personnel to abate an imminent hazard, the city shall serve any responsible person with a Notice of Emergency Abatement by city personnel of an imminent hazard by personal service or certified mail, return receipt requested. The city may, if a responsible person is a property owner, rely on that person's mailing address according to the last equalized assessment roll of the Los Angeles County Assessor's Office in determining a service address for this notice. Failure of any responsible person to receive a Notice of Emergency Abatement by city personnel of an imminent hazard by mail shall not invalidate any action or proceeding pursuant to this chapter.

(E) A Notice of Emergency Abatement by city personnel of an Imminent Hazard shall contain the following provisions:

(1) The name of all known Responsible Persons who are being served with the Notice of Emergency Abatement by city personnel of an imminent hazard and the address of the real property on which the imminent hazard was present.

(2) A brief description of the condition(s) and reasons why it constitutes an imminent hazard.

(3) A brief description of the law prohibiting or pertaining to the imminent hazard.

(4) A brief description of the actions city personnel took to abate the imminent hazard.

(F) Omission of any of the foregoing provisions in a Notice of Emergency Abatement by city personnel of an Imminent Hazard, whether in whole or in part, or the failure of a responsible person to receive this document, shall not render it defective or render any proceeding or action pursuant to this chapter invalid.

(G) The city shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the city shall follow the procedures set forth in this chapter.

(H) Any abatement pursuant to this section shall be limited to the actions necessary to neutralize the immediate danger only. A post-abatement hearing shall be provided to the Responsible Person(s).

(Ord. 993, passed 6-26-08) Penalty, see § 95.99

§ 95.17 COMBINATION OF NOTICES.

The notices that are authorized by this chapter may be combined in the discretion of the city.

(Ord. 993, passed 6-26-08)

§ 95.18 ESTABLISHMENT OF COSTS OF ABATEMENT.

(A) The city shall keep an accounting of the costs, fees and expenses (collectively hereafter, the "costs") of abating a public nuisance.

(B) The city shall serve a Statement of Abatement Costs on the responsible persons within 20 calendar days of the city's completion of nuisance abatement actions. Service of this statement may be made in the manner provided for in § 95.08.

(C) A responsible person shall tender the costs in U.S. currency to the City within ten calendar days of the date of service of the Statement of Abatement Costs. Alternatively, a responsible person may contest the statement in the manner provided for in division (D) below.

(D) A responsible person has the right to contest a Statement of Abatement Costs by filing a written request for an appeal with the City Clerk's office (located at 11710 E. Telegraph Road, Santa Fe Springs, CA 90670) within ten calendar days of service of the Statement of Abatement Costs.

(1) A written request for an appeal shall contain the following information:

(a) Name, address, and telephone number of each responsible party who is appealing the Statement of Abatement Costs (hereinafter, "appellant").

(b) Address and description of real property upon which the city abated a public nuisance.

(c) Date of Statement of Abatement Costs being appealed.

(d) Specific action or decision being appealed.

(e) Grounds for appeal in sufficient detail to enable the City Council to understand the nature of the controversy.

(f) The signature of at least one appellant.

(2) No fee shall be due for the filing of an appeal.

(3) Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to contest a Statement of Abatement Costs. In this event, the Statement of Abatement Costs is final and binding.

(E) The city may proceed to collect its costs as contained in a final Statement of Abatement Costs in any manner allowed by law.

(F) If a timely appeal is received by the City Clerk, a hearing shall be set before the City Council no later than 45 days, and no sooner than ten days, of any request for an appeal. A notice of the date, time and location of the hearing shall be served on all responsible persons who contested the Statement of Abatement Costs by first class mail to the address(es) stated on the appeal form at least ten calendar days prior to the hearing. Failure of a person to receive a properly addressed notice shall not invalidate any action or proceeding by the city pursuant to this chapter.

(G) At the time and place fixed for receiving and considering the Statement of Abatement Costs, the City Council shall hear and pass upon the evidence submitted by city personnel, together with any objections or protests raised by responsible persons liable for said costs. Thereupon, the City Council may make such revision, correction or modification to the statement as it may deem just, after which the statement, as it is submitted, or as revised,

corrected or modified, shall be confirmed. The hearing may be continued from time to time for good cause.

(H) The decision of the City Council is final.

(I) The City Clerk shall cause a confirmed Statement of Abatement Costs to be served upon all appellants who contested the original statement by first class mail to the address(es) stated on the appeal form. This document shall also contain the following statement:

"Judicial review of the City Council's decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.5 and 1094.6."

(J) Failure of an appellant to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the city pursuant to this chapter.

(K) A responsible person shall tender the costs in U.S. currency to the city within ten calendar days of the date of service of the confirmed Statement of Abatement Costs. The city may thereafter proceed to collect its costs as contained in the confirmed Statement of Abatement Costs in any manner allowed by law.

('64 Code, § 17A-11) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08)

§ 95.19 COLLECTION OF COSTS OF ABATEMENT BY SPECIAL ASSESSMENT.

(A) The city may cause a special assessment to be made upon real property upon which a public nuisance was abated pursuant to Cal. Gov't Code § 38775.5, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

(B) A Notice of Special Assessment shall be sent to the owner(s) of the subject real property by certified mail at the time the assessment is the imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

(C) The Notice of Special Assessment shall be in a form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT

(Claim of the City of Santa Fe Springs)

In compliance with the authority of the provisions of Chapter 95 (Public Nuisances) of Title IX of the Santa Fe Springs Municipal Code, the City Manager of the City of Santa Fe

Springs did on or about the ______ day of _____ 20 ____, cause the premises hereinafter described to be rehabilitated or the structure(s) or improvement(s) on the property to be demolished or repaired in order to abate a public nuisance on the real property; and the abatement was conducted in compliance with an order of abatement dated the ______ day of ______ 20 _____; and the City of Santa Fe Springs did on the ______ day of ______ 20 _____, assess the cost of the demolition, rehabilitation, or repair upon the real property; and the same has not been paid nor any part thereof; and that the City of Santa Fe Springs does hereby declare the costs of the demolition, rehabilitation, or repair in the amount so assessed, to with the sum of dollars (\$______), to be a special assessment against the real property.

The special assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of municipal taxes shall be applicable to the special assessment.

However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, before the date on which the first installment of the taxes would become delinquent, the cost of abatement shall not result in a lien against the real property, but instead shall be transferred to the unsecured roll for collection.

The real property hereinbefore mentioned, and upon which the special assessment is levied, is that certain parcel of land lying and being in the City of Santa Fe Springs, County of Los Angeles, State of California, commonly known as [street address], and more particularly described as follows:

[Legal description, including assessor's parcel number]

The owner of record of the parcel of land is:

[Name and address of recorded owner of the parcel].

(D) The Notice of Special Assessment shall be entitled to recordation with the Los Angeles County Recorder's Office.

(E) The amount of a special assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

('64 Code, § 17A-12) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08)

§ 95.20 COLLECTION OF COSTS OF ABATEMENT BY NUISANCE ABATEMENT LIEN.

(A) As an alternative to the procedure contained in § <u>95.19</u>, the city may cause a nuisance abatement lien to be recorded upon real property upon which a public nuisance was abated pursuant to Cal. Gov't Code § 38773.1, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

(B) A lien shall not be recorded prior to serving the owner of record of the parcel of land on which the public nuisance is maintained, with a notice. This document shall be served in the same manner as a summons in a civil action in accordance with Article 3 (commencing with § 415.10) of Chapter 4 of Title 5 of Part 2 of the Cal. Code of Civ. Proc. If the owner of record,

after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation published in the county in which the property is located pursuant to § 6062 of the Cal. Gov't Code.

(C) The nuisance abatement lien shall be recorded in the Los Angeles County Recorder's office in the county in which the parcel of land is located and from the date of recording shall have the force, effect, and priority of a judgment lien.

(D) A nuisance abatement lien authorized by this section shall specify the amount of the lien for the City of Santa Fe Springs, the name of the city department on whose behalf the lien is imposed, the date of the abatement actions, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(E) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in division (D) above shall be recorded by the city. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.

(F) A nuisance abatement lien may be foreclosed by an action brought by the city for a money judgment.

(G) The city may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

(H) The amount of a nuisance abatement lien shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

('64 Code, § 17A-12) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08)

§ 95.21 TREBLE COSTS OF ABATEMENT.

Upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a public nuisance pursuant to this chapter, the court may order that person to pay treble the costs of the abatement.

(Ord. 993, passed 6-26-08)

§ 95.24 RECOVERY OF ATTORNEY'S FEES.

(A) A prevailing party in any administrative, civil or equitable judicial action to abate, or cause the abatement of a public nuisance as defined in § <u>95.02</u>, or in any appeal or other judicial action arising therefrom, may recover reasonable attorney's fees in accordance with the following:

(1) Attorney's fees are not recoverable by any person as a prevailing party unless the City Manager, or a designee thereof, or an attorney for, and on behalf of, the city, elects in writing to seek recovery of the City's attorney's fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the City.

(2) The City is the prevailing party when an administrative or judicial determination is made or affirmed by which a person is found to be responsible for one or more conditions or activities that constitute a public nuisance. A person is the prevailing party only when a final administrative or judicial determination completely absolves that person of responsibility for all conditions or activities that were alleged, in that action or proceeding, to constitute a public nuisance. An administrative or judicial determination that results in findings of responsibility and non-responsibility on the part of a person for conditions or activities that were alleged in that action or proceeding to constitute a public nuisance, shall nevertheless result in the city being the prevailing party.

(B) Provided that the city has made an election to seek attorney's fees, an award of attorney's fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the city in that action or proceeding.

(Ord. 993, passed 6-26-08)

§ 95.25 APPLICABILITY OF OTHER LAWS.

(A) This chapter does not exclusively regulate the conditions and use of property within the city. This chapter shall supplement other provisions of this code and other statutes, ordinances or regulations now existing or subsequently enacted by the city, the state or any other entity or agency having jurisdiction.

(B) The procedures for abatement set forth in this chapter are not exclusive and are in addition to any other provisions set forth in this code or by state law for the abatement of public nuisances.

(Ord. 993, passed 6-26-08)

§ 95.99 PENALTY.

(A) Notwithstanding any other provision of the Santa Fe Springs Municipal Code to the contrary, any person who maintains a public nuisance, or who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.

(B) Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation referenced on this chapter, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

('64 Code, §§ 17A-13, 17A-14, 17A-16) (Ord. 569, passed 10-25-79; Am. Ord. 993, passed 6-26-08)

APPENDIX A: 1997 UNIFORM HOUSING CODE, CHAPTER 10

CHAPTER 10 SUBSTANDARD BUILDINGS

SECTION 1001 — DEFINITION

1001.1 General. Any building or portion thereof that is determined to be an unsafe building in accordance with Section 102 of the Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard buildings.

1001.2 Inadequate Sanitation. Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

1. Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit or lodging house.

2. Lack of or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.

- 3. Lack of or improper kitchen sink in a dwelling unit.
- 4. Lack of hot and cold running water to plumbing fixtures in a hotel.
- 5. Lack of hot and cold running water to plumbing fixtures in a dwelling unit or lodging house.
- 6. Lack of adequate heating facilities.
- 7. Lack of or improper operation of required ventilating equipment.
- 8. Lack of minimum amounts of natural light and ventilation required by this code.
- 9. Room and space dimensions less than required by this code.
- 10. Lack of required electrical lighting.
- 11. Dampness of habitable rooms.
- 12. Infestation of insects, vermin or rodents as determined by the health officer.
- 13. General dilapidation or improper maintenance.
- 14. Lack of connection to required sewage disposal system.

15. Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.

1001.3 Structural Hazards. Buildings or portions thereof shall be deemed substandard when they are or contain structural hazards. Structural hazards shall include, but not be limited to, the following:

- 1. Deteriorated or inadequate foundations.
- 2. Defective or deteriorated flooring or floor supports.
- 3. Flooring or floor supports of insufficient size to carry imposed loads with safety.

4. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.

5. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed leads with safety.

6. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that sag, split or buckle due to defective material or deterioration.

7. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.

8. Fireplaces or chimneys that list, bulge or settle due to defective material or deterioration.

9. Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety.

1001.4 Nuisances. Buildings or portions thereof in which there exists any nuisance as defined in this code are deemed substandard buildings.

1001.5 Hazardous Electrical Wiring. Electrical wiring that was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not being used in a safe manner shall be considered substandard.

1001.6 Hazardous Plumbing. Plumbing that was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not free of cross-connections or siphonage between fixtures shall be considered substandard.

1001.7 Hazardous Mechanical Equipment. Mechanical equipment that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition shall be considered substandard.

1001.8 Faulty Weather Protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection, which shall include, but not be limited to, the following:

1. Deteriorated, crumbing or loose plaster.

2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.

3. Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective coating.

4. Broken, rotted, split or buckled exterior wall coverings or roof coverings.

1001.9 Fire Hazard. Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be considered substandard.

1001.10 Faulty Materials of Construction. The use of materials of construction, except those that are specifically allowed or approved by this code and the Building Code, and that have been adequately maintained in good and safe condition, shall cause a building to be substandard.

1001.11 Hazardous or Insanitary Premises. The accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions on a premises constitutes fire, health or safety hazards that shall be abated in accordance with the procedures specified in Chapter 11 of this code.

1001.12 Inadequate Exits. Except for those buildings or portions thereof that have been provided with adequate exit facilities conforming to the provisions of this code, buildings or

portions thereof whose exit facilities were installed in violation of code requirements in effect at the time of their construction or whose exit facilities have not been increased in number or width in relation to any increase in occupant load due to alterations, additions or change in use or occupancy subsequent to the time of construction shall be considered substandard.

Notwithstanding compliance with code requirements in effect at the time of their construction, buildings or portions thereof shall be considered substandard when the building official finds that an unsafe condition exists through an improper location of exits, a lack of an adequate number or width of exits, or when other conditions exist that are dangerous to human life.

1001.13 Inadequate Fire-protection or Firefighting Equipment. Buildings of portions thereof shall be considered substandard when they are not provided with fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

1001.14 Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes that were not designed or intended to be used for such occupancies shall be considered substandard.

City of Santa Fe Springs



City Council Meeting

May 2, 2023

NEW BUSINESS

Resolution No. 9862- Increasing the Compensation for Members of the Planning Commission and Traffic Commission

RECOMMENDATION

Adopt Resolution No. 9862 increasing the compensation to Planning Commission and Traffic Commission members from \$50 dollars to \$100 dollars, per meeting attended.

BACKGROUND

The compensation for Planning Commission and Traffic Commission members is \$50 per meeting and, according to the City's records, has been set at this amount since 1981. It was brought to staff's attention that this amount should be reviewed, and staff conducted a survey of seven surrounding cities and the respective stipend amount for their commissions (attached). Based on the survey, a \$50 dollar stipend per meeting is average among the seven surrounding cities researched; \$18 dollars per meeting being the lowest and \$150 being the highest. Although the survey shows that Planning Commission and Traffic Commission members are being compensated the average amount compared to surrounding cities, members of the Planning Commission and Traffic Commission are residents who significantly contribute to the City's operation and success by serving on their respective commissions, and staff is supportive of a compensation increase to \$100 per meeting attended

Sections 32.07 and 70.42 of the Code of Santa Fe Springs provide that the compensation for Planning Commission and Traffic Commission members shall be set by City Council resolution for each meeting attended. If adopted, the attached Resolution would provide for compensation at a rate of \$100 per meeting attended.

FISCAL IMPACT

Implementing an increase of compensation to Planning Commission and Traffic Commission will increase the yearly cost by approximately \$3,000 each and will be accounted for in the FY 2023-24 budget.



City of Santa Fe Springs

City Council Meeting

May 2, 2023

Afth

Tom Hatch Interim City Manager

<u>Attachment(s):</u> 1. Resolution No. 9862

2. Nearby Cities Commissions Compensation Data Report

RESOLUTION NO. 9862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS INCREASING THE COMPENSATION TO MEMBERS OF THE PLANNING COMMISSION AND MEMBERS OF THE TRAFFIC COMMISSION

WHEREAS, Section 32.07 of the Code of Santa Fe Springs provides that members of the Planning Commission shall be entitled to compensation at a rate set by City Council resolution for each meeting of the Planning Commission attended; and

WHEREAS, Section 70.42 of the Code of Santa Fe Springs provides that members of the Traffic Commission shall be entitled to compensation at a rate established by City Council resolution for each meeting of the Traffic Commission attended; and

WHEREAS, the compensation for attendance at Planning Commission and Traffic Commission meetings has not been increased for many years, and the City Council determines that an increase in compensation is warranted at this time.

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

<u>Section 1.</u> The compensation for Planning Commission members shall be \$100.00 per Planning Commission meeting attended.

<u>Section 2.</u> The compensation for Traffic Commission members shall be \$100.00 per Traffic Commission meeting attended.

<u>Section 3.</u> This Resolution shall repeal and supersede all prior directives of the City Council regarding Planning Commission and Traffic Commission compensation.

APPROVED AND ADOPTED on this 2nd day of May 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

SURROUNDING CITIES COMMISSION COMPENSATION

City	Commission	Stipend Amount (\$)	Meetings per month	Monthly Stipend
Santa Fe Springs	Planning Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Santa Fe Springs	Traffic Commissions	\$50 dollars per meeting attended	1 meeting per month	\$50
Whittier	Planning Commission	No compensation	2 meetings per month	\$0
Whittier	Cultural Arts Commission	No compensation	1 meeting per month	\$0
Whittier	Historic Resources Commission	No compensation	1 meeting per month	\$0
Whittier	Parking and Transportation Commission	No compensation	1 meeting per month	\$0
Whittier	Parks, Recreation and Community Services Commission	No compensation	1 meeting per month	\$0
Whittier	Social Services Commission	No compensation	1 meeting per month	\$0
Downey	Planning Commission	\$36 dollars per meeting attended	2 meetings per month	\$72
Downey	Recreation & Community Services Commission	\$18 dollars per meeting attended	1 meeting per month	\$18
Downey	Youth Commission	No compensation (High School students)	1 meeting per month	\$0
Norwalk	Planning Commission	\$100 dollars per meeting attended	2 meetings per month	\$200
Norwalk	Art In Public Places Commission	No compensation	1 meeting per month	\$0
Norwalk	Community Promotion Commission	No compensation	1 meeting per month	\$0
Norwalk	Historical Heritage AD HOC Commission	No compensation	1 meeting per month	\$0
Norwalk	International Friendship Commission	No compensation	TBD	\$0
Norwalk	Parks & Recreation Commission	No compensation	1 meeting per month	\$0
Norwalk	Public Safety Commission	No compensation	1 meeting per month	\$0
Norwalk	Senior Citizens Commission	No compensation	1 meeting per month	\$0
Norwalk	Social Services Commission	No compensation	1 meeting per month	\$0
La Mirada	Planning Commission	\$35 dollars per meeting attended	1 meeting per month	\$35
La Mirada	Public Safety and Traffic Commission	\$35 dollars per meeting attended	1 meeting per month	\$35
La Mirada	Community Services Commission	\$35 dollars per meeting attended	1 meeting per month	\$35
Montebello	Planning Commissions	\$50 dollars per meeting attended	2 meetings per month	\$100
Montebello	Parks & Recreation Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Montebello	Personnel Advisory Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Montebello	Youth and Education Commission	\$50 dollars per quarterly meeting attended	1 meeting quartely	\$50 every 3 month
Lakewood	Planning and Environment Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Lakewood	Recreation & Community Services Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Lakewood	Community Safety Commission	\$50 dollars per meeting attended	1 meeting per month	\$50
Bellflower	Planning Commission	\$150 dollars per meeting attended	2 meetings per month	\$300
Bellflower	Parks and Recreation Commission	\$100 dollars per meeting attended	1 meeting per month	\$100
Bellflower	Public Safety Commission	\$100 dollars per meeting attended	1 meeting per month	\$100



May 2, 2023

PRESENTATION

Introduction of Dr. Ramiro Rubalcaba, Superintendent of Los Nietos School District

RECOMMENDATION

Introduction of Dr. Ramiro Rubalcaba to the City Council.

BACKGROUND

Dr Ramiro Rubalcaba, the newly appointed Superintendent of the Los Nietos School District, visited the Library on March 23, 2023. He met with Maricela Balderas, Director of Community Services and Library staff. After touring the Library, Dr. Rubalcaba and staff discussed Library resources and as well as opportunities for collaboration with the Community Services Department. Dr. Rubalcaba was then invited to be introduced to the City Council at a Council meeting.

Dr. Ramiro Rubalcaba has served as an educator for 27 years as a Teacher's Assistant, Teacher, Assistant Principal, Principal, and Assistant Superintendent of Human Resources prior to his appointment as the Superintendent for Los Nietos School District. In addition, Dr. Rubalcaba has served as an Adjunct Professor at the University of La Verne and as a consultant and speaker for many school districts and organizations across the country including the U.S. Office for Civil Rights, the California Department of Justice, and Department of Education. Dr. Rubalcaba has been actively involved with the Association of California School Administrators (ACSA) serving on the Secondary School Principal's State Council for Region 15, as a facilitator for the Personnel Academy, and was fortunate to serve on a delegation with ACSA that went to Washington D.C. to lobby for California education. In 2021, ACSA Region 12 named Dr. Rubalcaba Personnel Administrator of the Year.

The Mayor may wish to call on Maricela Balderas, Director of Community Services to introduce Dr. Rubalcaba to the City Council. Also in attendance tonight is Maritza Nieves, member of the Board of Trustees of the Los Nietos School District.

Tom Hatch Interim City Manager

City of Santa Fe Springs

City Council Meeting

PRESENTATION

Proclamation- Proclaiming May 14-20th 2023, as "National Police Week"

RECOMMENDATION

The Mayor may wish to call upon Dino Torres, Director of Police Services, to assist with this presentation.

BACKGROUND

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week which pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community. The City of Santa Fe Springs would like to recognize "National Police Week 2023" and honor the service and sacrifice of those law enforcement officers who have lost their lives in the line of duty while protecting our communities. Law Enforcement Week and Peace Officers Memorial Day give us an opportunity to honor these heroes and recognize the sacrifices made in order to protect and serve our communities.

Please join the City of Santa Fe Springs in honoring National Police Week 2023 by recognizing and appreciating the critical contributions and sacrifices made by our Whittier Police Officers and our law enforcement partners proudly serving Santa Fe Springs. We encourage our community to express their gratitude and appreciation for our law enforcement officers who are all too seldom recognized for their commitment to the safety and well-being of our Santa Fe Springs community.

m Hatch

Tom Hatch Interim City Manager

Attachment: "National Police Week 2023" Proclamation **WHEREAS,** in 1962, President John F. Kennedy signed the first proclamation recognizing May 15 as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, Whittier Police Officers and our law enforcement partners proudly serving the City of Santa Fe Springs are dedicated to protecting and serving our neighborhoods, schools, and families; and

WHEREAS, our community members are encouraged to recognize law enforcement professionals, past and present, for their dedicated service to our communities, and for their faithful devotion to their duty to serve and protect and to put their lives on the line for our safety; and

WHEREAS, police officers risk their lives each and every day in order to ensure public safety and enforce the laws of the land; and

WHEREAS, the City of Santa Fe Springs values the courage and devotion of our community and local police, as our collective prosperity depends on the integrity with which our law enforcement officers maintain peace and security; and

WHEREAS, throughout this week, and especially on Peace Officers Memorial Day, we honor the memory of those heroes who have fallen in the line of duty, and recognize all those who put themselves at risk every day in order to provide a vital public service in safeguarding the rights and freedoms of our citizens.

NOW, THEREFORE, BE IT RESOLVED that I, Juanita Martin, Mayor of the City of Santa Fe Springs, do hereby proclaim May 15, 2023 as Peace Officers Memorial Day, and May 14 through May 20 as:

"National Police Week 2023"

in Santa Fe Springs and join in commemorating law enforcement officers in our community and communities across the nation, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

DATED this 2nd day of May, 2023.

Juanita Martin, MAYOR

ATTEST:

Janet Martinez, CITY CLERK


City Council Meeting

May 2, 2023

PRESENTATION

Proclaiming May 15, 2023 as Santa Fe Springs History Day – Celebratiing 66th Anniversary as a Municipal Government Agency

RECOMMENDATION

• Council proclaim May 15, 2023 as Santa Fe Springs History Day.

BACKGROUND

The City of Santa Fe Springs was incorporated on May 15, 1957. Last year, at the recommendation of the Historical and Community Preservation Advisory Committee (HCPAC), the City adopted its first ever Santa Fe Springs History Day to educate residents on the City's rich history, and remember and understand the past so that we can build a brighter future. This year, the City will be celebrating its 66th Anniversary as a municipal government agency.

The following is a brief summary of the history of the incorporation of Santa Fe Springs, as outlined in the publication, *Images of America: Santa Fe Springs*.

In the old days.... before there was a city called Santa Fe Springs...there was a place called Santa Fe Springs, but it was not a real city. It had no City Hall, no City Council elections and not a single municipal program. Long after World War II had ended, Santa Fe Springs was being operated as a part of Los Angeles County. Less than 500 scattered residents, outnumbered by the 600 oil derricks, called Santa Fe Springs home in 1949. There was no local shopping center or gas station. The mail they received was addressed to "Four Corners," not Santa Fe Springs. Farmland, rather than freeways dominated the scene, and cows grazed where Los Nietos Park is today.

After decades of booms and busts, Santa Fe Springs was still just another town out in the country. But the place would not be out in the country very much longer. Los Angeles was growing with post war industries, and people moving in needed affordable housing. So rural areas like this one suddenly looked attractive. The first housing tract, Imperial Crest, built in 1949, was at King's Camp, a eucalyptus grove that had shaded the shabby buildings and tents of a long-gone house of ill repute that thrived during the 1920s oil boom. By 1952, the population of the town ballooned to 8,000, and homes sold for around \$13,000. But a new set of problems arose. Schools filled quickly, traffic was getting bad, and dirt roads needed to be paved faster than the County government was capable of paving them. A homeowners association was formed in 1952, and because of the obscurity of their location, it was originally called the Little Lake Homeowners Association. Later it would be renamed the Santa Fe Springs Homeowners Association.

City of Santa Fe Springs



City Council Meeting

To incorporate as a City, an election must be held, and a majority of the voters must agree to the formation of a municipal government. The debate over incorporation was fierce at times. Opponents of incorporation claimed that taxes would be raised to fund the new government.

When the election was held on May 15, 1957, Santa Fe Springs became a city by only a 5% margin of victory.

The first City election was held. The first City Council was made up of Betty Wilson, Bill McCann and John Moreno from the residential districts and William Emmons and Foy Lee Peak from industry. City Hall was located in an old house on Telegraph Road. The first City building constructed was the Library in 1961. A new City Hall followed in 1962. Today, there are twenty eight municipal buildings providing a wide array of services that range from day camps and older adult services to public works and community development. The oil wells no longer outnumber the residents and Santa Fe Springs continues to be a great place to live, work, and play.

The Mayor may wish to call upon Deborah Raia, Library Services Manager, to assist with the presentation.

m Hatth

Tom Hatch Interim City Manager

<u>Attachment</u> Proclamation – Proclaiming May 15, 2023 as Santa Fe Springs History Day

Report Submitted By: Deborah Raia/Maricela Balderas **Department of Community Services**

Im Hatth 1: April 27, 2023

Proclamation Proclaiming May 15, 2023 as Santa Fe Springs History Day

WHEREAS, the City of Santa Fe Springs was incorporated on May 15, 1957; and

WHEREAS, on May 15, 2023, the City of Santa Fe Springs will celebrate its 66th Anniversary; and

WHEREAS, Santa Fe Springs is home to over 17,900 residents, over 3,000 businesses, over 5,500 housing units, and spans 8.91 square miles; and

WHEREAS, the City of Santa Fe Springs appreciates the diligent work of the Historical and Community Preservation Advisory Committee to recognize the significance of this monumental anniversary; and

WHEREAS, the City of Santa Fe Springs will celebrate its history and rich culture on August 19, 2023 at Pioneer Living Day.

NOW, THEREFORE, BE IT RESOLVED that the City of Santa Fe Springs will celebrate its second annual Santa Fe Springs History Day on the City's Anniversary, May 15, 2023

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CMC, CITY CLERK



City Council Meeting

PRESENTATION

Proclaiming the month of May 2023 as "Older Americans Month" in the City of Santa Fe Springs

RECOMMENDATION

 Proclaim the month of May 2023 "Older Americans Month" in the City of Santa Fe Springs.

BACKGROUND

Every year since 1963, May has been the month to appreciate and celebrate the vitality and aspirations of older adults and their contributions and achievements. It is a proud tradition that shows our nation's commitment to honor the value that elders continue to contribute to their communities.

This year's Older Americans Month theme, "Aging Unbound," is an opportunity to explore an array of aging experiences without being boxed in by expectations and stereotypes. It focuses on the positive aspects of growing older - why everyone has a role to play in combating ageism and how we all benefit when older adults remain engaged, independent, and included in their communities.

This May, communities across the nation will recognize older Americans as productive, active, and influential members of society. Communities that encourage the contributions of older adults are stronger. By engaging and supporting all community members, we recognize that older adults play a key role in the vitality of our neighborhoods, networks, and lives.

While Santa Fe Springs provides services, support, and resources to older adults year-round, Older Americans Month is a great opportunity to show special appreciation. We will continue to provide opportunities for elders to come together and share their experiences with one another, as well as with individuals of other generations.

The Mayor may wish to call members of the Senior Advisory Committee to accept the proclamation.

Tom Hatch Interim City Manager

Attachment: Proclamation

Report Submitted By: Maricela Balderas / Ed Ramirez Department of Community Services Date of Report: April 24, 2023

Attachment No. 1

WHEREAS, Santa Fe Springs includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Santa Fe Springs recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

Whereas, Santa Fe Springs can work to build an even better community for our older residents by:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

NOW THEREFORE, I, Juanita Martin, Mayor of the City of Santa Fe Springs on behalf of the entire City Council, do hereby proclaim May 2023 to be Older Americans Month in Santa Fe Springs.

Dated this 2nd day of May 2023.

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

City of Santa Fe Springs



City Council Meeting

May 2, 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

Tom Hatth

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 Rounds	NAME Maria Salazar Vacant Vacant Vacant	TERM EXPIRES DEC 31, 2024
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 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	

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

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	

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

NAME
David Ayala
Joseph Flores
Francia Carbaial*
Francis Carbajal*
John Mora
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	

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 SpringsMembership:20Council Liaison:Martin

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Jilliana Casillas	
	Jaeleen Casillas	
	Vacant	
	Vacant	
7	Vanaga Daga	
Zamora	Vanessa Doss	
	Valerie Gamboa	
	Vacant	
	Vacant	
Sarno	Aaron Doss	
	Valerie Bojorquez	
	Vacant	
	Vacant	
Dedeinuer	Zulama Oamhaa	
Rodriguez	Zulema Gamboa	
	Jisel Morales	
	Vacant	
	Vacant	
Martin	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