



AGENDA

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

November 15, 2022
6:00 P.M.

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

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

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

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

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

City of Santa Fe Springs

Regular Meetings

November 15, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PRESENTATIONS**

- a. [Milestone Recognition \(City Manager\)](#)
- b. [Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion Chief \(Fire\)](#)

6. **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, on the agenda and not on the agenda. The time limit for each speaker is three (3) minutes unless otherwise specified by the Mayor.*

PUBLIC FINANCING AUTHORITY

7. **CONSENT AGENDA**

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

- a. [Minutes of the October 18, 2022 Public Financing Authority Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. [Minutes of the October 18, 2022 Water Utility Authority Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

- c. [Status Update of Water-Related Capital Improvement Projects \(Public Works\)](#)

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

9. **CONSENT AGENDA**

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

[Minutes of the October 18, 2022 Housing Successor Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

10. **CONSENT AGENDA**

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

[Minutes of the October 18, 2022 Successor Agency Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

11. **CONSENT AGENDA**

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

- a. [Minutes of the October 18, 2022 Regular City Council Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

- b. [A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 \(pursuant to Government Code section 8630\) \(City Attorney\)](#)

Recommendation:

- Adopt Resolution No. 9829:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

c. [A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings \(City Attorney\)](#)

Recommendation:

- Adopt Resolution No. 9830:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

d. [Community Facilities District No. 2004-1 \(Bloomfield-Florence\) – Annual Special Tax Levy Report for Fiscal Year 2021-22 \(Public Works\)](#)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2021-22.

e. [Community Facilities District No. 2002-1 \(Bloomfield-Lakeland\) – Annual Special Tax Levy Report for Fiscal Year 2021-22 \(Public Works\)](#)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2021-22.

f. [Measure R Funding Agreement with Los Angeles County Metropolitan Transportation Authority – Amendment No. 3 \(Public Works\)](#)

Recommendation:

- Approve Amendment No. 3 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements; and
- Authorize the City Manager to execute Amendment No. 3.

g. [Santa Fe Springs Park – Authorization to Execute Southern California Edison License Agreement \(Public Works\)](#)

Recommendation:

- Authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

NEW BUSINESS

12. [Home Improvement Grant Program – Award of Contract \(City Manager\)](#)

Recommendation:

- Accept the proposal from Willdan Engineering (Willdan); and
- Award a Contract to Willdan to implement and manage the City's Home Improvement Grant Program in an amount not to exceed \$30,800; and
- Authorize the Mayor or designee to execute a Professional Services Agreement with Willdan.

13. [Fiscal Year \(FY\) 2021-22 Preliminary Year-End Review \(Finance\)](#)

Recommendation:

- Authorize the transfer of \$16.6 million from the FY 2021-22 increase in

available General Fund balance to the following reserves and/or funds:

- \$8.0 million of available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
- \$6.0 million of available balance to the Capital Improvement Program (CIP) Fund
- \$1.0 million of available balance to the Equipment Replacement Fund
- \$1.6 million of available balance to the Economic Contingency Reserve
- Authorize the transfer of \$2.4 million from the FY 2021-22 increase in available Water Fund balance to the Water CIP Reserve Fund.

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

15. COUNCIL COMMENTS

CLOSED SESSION (continued from 5:00 p.m. special meeting only if needed)

16. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

CLOSED SESSION

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Name of case: City of Santa Fe Springs v. SFS Hospitality, LLC, Case No. 20STCV33264

CLOSED SESSION

18. CONFERENCE WITH LABOR NEGOTIATORS

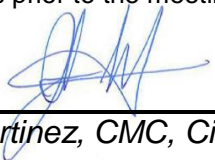
(Pursuant to Government Code section 54957.6)

Agency designated representatives: Raymond R. Cruz, Travis Hickey

Employee organizations: Santa Fe Springs City Employee Association, Santa Fe Springs Firefighters Association, and Santa Fe Springs Executive Management and Confidential Employee Association.

19. 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 www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

November 10, 2022

Date Posted



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5A

November 15, 2022

PRESENTATION

Milestone Recognition

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Enrique and Mary Arias – 60th Wedding Anniversary

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

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5B

November 15, 2022

PRESENTATION

Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion Chief

RECOMMENDATION

The Mayor may wish to call upon Battalion Chief Chad Van Meeteren to introduce Chief Christopher Shields, who has been promoted to the rank of Battalion Chief at the Santa Fe Springs Department of Fire-Rescue.

BACKGROUND

On Thursday November 3rd, Battalion Chief Ed Nilo worked his last shift as Battalion Chief at the Department of Fire-Rescue. Chief Nilo has met with the Fire Chief and expressed the desire to work as a Captain again and that request was granted. Chief Nilo's decision was personal in nature and he is in good standing with the Department. He will begin working as a Captain on November 10, 2022, and his effective date in this rank took effect on November 7, 2022. Ed will continue to work closely with his peers and his time in the rank of Battalion Chief is greatly appreciated.

With this movement, Captain Chris Shields was promoted to the Rank of Battalion Chief effective November 7th and his first shift as a Battalion Chief is November 8th, 2022. Chris will oversee the "Operations" section of the Fire Suppression Division. Areas of responsibility under this section include the Department's Hazardous Materials (HazMat) Program, Urban Search and Rescue (US&R) Program, Strike Team response, Safety Equipment, Breathing Apparatus, Business Inspection Program, Auxiliary and Explorer Program, oversee equipment, hose, and tools purchasing, and work with our partner agencies in Los Angeles County and Operational Area "E" on Automatic and Mutual aid agreements.

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

Raymond R. Cruz
City Manager

FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/2022

None

Outstanding principal at 10/31/2022

\$37,857,128

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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



Raymond R. Cruz
City Manager/Executive Director

FOR ITEM NO. 8A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

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

RECOMMENDATION

Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 10/31/2022	None
Outstanding principal at 10/31/2022	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 10/31/2022	None
Outstanding principal at 10/31/2022	\$820,000

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

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

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

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



Raymond R. Cruz
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 8C

November 15, 2022

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Utility SCADA Programming And Maintenance

The Water Utility's Supervisory Control And Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

As the SCADA system was installed more than twenty years ago, much of the hardware is outdated as is the software. Staff is preparing to advertise a Request For Proposals (RFP) for On-call SCADA Programming And Maintenance Services to ensure continued operation of the SCADA system.

INFRASTRUCTURE IMPACT

Having an On-call SCADA programming and maintenance services contract in place will ensure continued operation of the City's drinking water system. Updated software and hardware will ensure future compatible components are installed, decrease vulnerability to cyber threats, and increase reliability and functionality of the SCADA system.

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

Raymond R. Cruz
Executive Director

Attachments:
None

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: November 10, 2022

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 11A

FOR ITEM NO. 10
PLEASE SEE ITEM NO. 11A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11A

November 15, 2022

CONSENT AGENDA

Minutes of the October 18, 2022 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 October 18, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. October 18, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 18, 2022

1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

Members absent: None

3. **INVOCATION**

Councilmember Martin led the invocation.

4. **PLEDGE OF ALLEGIANCE**

The Young Marines led the Pledge of Allegiance.

5. **PRESENTATIONS**

- a. Retirement Recognition for Jean Madrid, Program Coordinator (Community Services)
- b. Presentation and Recognition of Young Marines for Being a Role Model and Advocate for Living a Healthy and Drug Free Lifestyle (Council)

6. **PUBLIC COMMENTS**

The following individuals spoke during public comment: Lee Squire, Alan C., Stella Bastida, Michele Carbajal, Anthony Santana, Rey Trillo, Bianca from Soledad Enrichment Action, Rodolfo Cortes, and Nadine.

PUBLIC FINANCING AUTHORITY

7. **CONSENT AGENDA**

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

- a. Minutes of the August 16, 2022 and September 20, 2022 Public Financing Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)
Recommendation:
 - Receive and file the report.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to approve Items 7A and 7B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

WATER UTILITY AUTHORITY

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 Water Utility Authority.

- a. Minutes of the August 16, 2022 and September 20, 2022 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve Items 8A through 8C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

HOUSING SUCCESSOR

9. CONSENT AGENDA

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

Minutes of the August 16, 2022 and September 20, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Sarno, seconded by Councilmember Mora, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

SUCCESSOR AGENCY

10. CONSENT AGENDA

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

Minutes of the August 16, 2022 and September 20, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

CITY COUNCIL

11. CONSENT AGENDA

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

- a. Minutes of the August 16, 2022 and September 20, 2022 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Adopt Resolution No. 9825:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9826:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Residential Street Improvements Slurry Seal 2022 – Award of Contract (Public Works)

Recommendation:

- Appropriate an additional \$490,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Transfer Funds from Slurry Seal Programs, from years 2023 (PW 230001), and 2024 (PW 240001) to Residential Street Improvements Slurry Seal 2022 Project account (PW 220008);
- Accept the bids; and
- Award a contract to Doug Martin Contracting Company, Inc. of La Habra, in the amount of \$605,810.82.

e. Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to R.J. Noble Company of Orange, California, for \$39,479.00(Less 5% Retention) for the subject project.

f. Proposition A Discretionary Incentive Grant Program-Approval of Memorandum of Understanding (Public Works)

Recommendation:

- Authorize the Mayor to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

g. Little Lake Park Parking Lot Improvements – Rejection of All Bids (Public Works)

Recommendation:

- Reject all of the bids submitted for the Little Lake Park Parking Lot Improvements project;
- Authorize the City Engineer to execute a task order to Coory Engineering of Orange, California in the amount of \$30,000 to redesign the Little Lake Park Parking Lot Improvements project specifically to reduce the cost and scope of the work.

h. Approval of First Amendment to Investment Advisory Agreement with PFM Asset Management LLC (Finance)

Recommendation:

- Approve the First Amendment to Investment Advisory Agreement with PFM Asset Management LLC.
- Authorize the City Manager to execute the Agreement.

It was moved by Councilmember Martin, seconded by Councilmember Sarno, to approve Items No. 11A through 11H, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None

Absent: None

NEW BUSINESS

12. Amendment Number Three to the Exclusive Negotiating Agreement Between the City and Westland Industries Inc. for the Development of Real Property Owned by the City (APN # 8009-007-930, southwest corner of Norwalk Boulevard and Telegraph Road) (Planning)

Recommendation:

- Approve Amendment Number Three between the City and Westland Industries, Inc. to extend the Negotiation Period through May 16, 2023; and
- Authorize the Mayor or designee to execute Amendment Number Three.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve Amendment Number Three between the City and Westland Industries, Inc. to extend the Negotiation Period through May 16, 2023, and authorize the Mayor or designee to execute Amendment Number Three, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

13. Municipal Services Yard Warehouse and Administration Office Roof Replacement – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13. Mayor Pro Tem Zamora inquired if there was any way to include solar panels as part of this project. City Manager, Raymond R. Cruz added that staff can look to include grants and solar panels to future projects. Director Negrete stated that roof projects that are currently under development can be placed on hold to incorporate solar panels into the estimate. Council agreed to not place the current projects on hold, and to instead consider adding solar panels to completed projects and future projects.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to approve the specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

14. Purchase New Light Emitting Diodes (LED) Streetlights for City Street Light Poles (Public Works)

Recommendation:

- Issue a Purchase Order to West-Lite Supply Company, Inc. in the amount of \$116,523.80; and
- Authorize the Director of Purchasing to execute the Purchase Order.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 14.

It was moved by Councilmember Mora, seconded by Councilmember Martin, to issue a Purchase Order to West-Lite Supply Company, Inc. in the amount of \$116,523.80, and authorize the Director of Purchasing to execute the Purchase Order, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

15. Review of Traffic Concerns at Orr & Day Road and Whiteland Street (Public Works)

Recommendation:

- Receive and File.

City Manager, Ray Cruz stated the presentation is being brought forward to the Council since a traffic study is being initiated to address the intersection and is estimated to be completed within two months.

There was a consensus amongst the City Council to initiate a traffic study during a time frame where traffic is consistent and not during a holiday period.

City Manager Cruz and Director Negrete added that there are certain liabilities that can arise from installing traffic reduction procedures that are not in keeping with traffic study findings.

Mayor Rodriguez opened public comments at 7:13 p.m.

The following people spoke during public comments: Stella Bastida.

Director Negrete was given direction to wait for the CIP subcommittee to further discuss the intersections that require further traffic study and bring forward to the Traffic Commission.

It was moved by Councilmember Sarno, seconded by Councilmember Martin, to receive and file, along with Council's recommendations, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nays: None

Absent: None

16. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about attending the Santa Fe Springs Firefighter Association Retirement Dinner.
- Director of Public Works, Noe Negrete spoke about scheduling holiday decoration placement on City streetlights.
- Director of Planning, Wayne M. Morrell provided a brief update on the grant projects that he is currently working on with consultant Jack Wong. He also spoke about finalizing the grant for the vehicle charging station across City facilities. Last he spoke

about working on energy audits in conjunction with Public Works.

- Director of Police Services, Dino Torres spoke about the Walk to School Day 2022 event, promoted the Trick-or-Treat at the Police Services Center on October 31st, promoted the Great Shake Out exercise on October 20th, and encouraged applications to the Whittier Police Department.
- Fire Chief, Brent Hayward spoke about the Open House event celebrating Fire Prevention Week.
- Director of Finance, Travis Hickey spoke about Human Resources staff attending a Neogov Conference and also summarized the California Department of Finance Finance Bulletin.
- Parks and Recreation Services Manager, Gus Hernandez spoke about the Walk to School Day 2022, and Dia De Los Muertos event, the Leela Dance Collective at the Library, and the Pee Wee Football League. Lastly, he announced various upcoming Halloween activities across the City.

17. COUNCIL COMMENTS

Councilmember Martin expressed her excitement at various offerings by the City, highlighting the upcoming Red Ribbon Week Parade. She also spoke about the Miss Santa Fe Springs Court accepting item donations.

Councilmember Mora also spoke about the City events and highlighted the several ribbon cutting events hosted by the Chamber of Commerce. He spoke about attending the SPIRITT Family Services 50th Anniversary Event and thanked everyone for the well wishes.

Councilmember Sarno thanked the Fire Department for the Open House event, and thanked the Parks & Recreation Services Staff for the events they provide. Lastly, he thanked retiring employee Jean Madrid for her years of service.

Mayor Pro Tem Zamora thanked the Young Marines for their attendance, and thanked Jean Madrid for her service towards the City. He also highlighted the Fire Department Open House and commended Parks & Recreation Services staff for their work on the Dia De Los Muertos event.

Mayor Rodriguez also thanked the Young Marines for their attendance and highlighted the events offered by the City. She spoke about the upcoming Red Ribbon Week Parade and thanked the residents for their attendance.

18. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:51 p.m.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11B

November 15, 2022

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9829:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9829

RESOLUTION NO. 9829

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

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

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

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 15th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11C

November 15, 2022

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9830:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

November 15, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9830

RESOLUTION NO. 9830

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

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

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED:
ITEM NO.:

APPROVED and ADOPTED this 15th day of November 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11D

November 15, 2022

CONSENT AGENDA

Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2021-22

RECOMMENDATION

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2021-22.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

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

Raymond R. Cruz
City Manager

Attachments:

1. Special Tax Levy Annual Report for CFD 2004-1 for Fiscal Year 2021-22

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: November 10, 2022



CITY OF SANTA FE SPRINGS

**ANNUAL REPORT FOR SPECIAL TAXES LEVIED
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(BLOOMFIELD-FLORENCE)
FISCAL YEAR 2021-22
LOS ANGELES COUNTY, CALIFORNIA**

October 2022

PREPARED BY



Harris & Associates

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Bloomfield-Florence)**

TABLE OF CONTENTS

Introduction.....	1
I. Facilities and Services Financed by the District.....	1
II. Improvement Area	2
III. Administrative Fees	3
IV. Sources and Obligations	4
V. Special Tax Roll	4

APPENDIX

Exhibit A	Boundary Map
Exhibit B	Amended and Restated Rate and Method of Apportionment of the Special Tax
Exhibit C	Reimbursement Agreement
Exhibit D	Debt Service Schedule
Exhibit E	Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2004-1 (Bloomfield-Florence) (“CFD”, “CFD No. 2004-1”, or the “District”) for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2004-1 is included in the Appendix as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Reimbursement (Payment) Agreement as shown in the Appendix as Exhibit B and C. In compliance with the proceedings governing the formation of CFD No. 2004-1, the special tax has been levied on each assessable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval (“DPA No. 778-785”) authorizing the principal sum of \$700,000 on February 26, 2004. The Reimbursement Agreement that was provided for in the DPA established a 15-year, fully amortized repayment schedule with interest accruing from the date of the loan.

The payments should have commenced in Fiscal Year 2004-05 and continued until Fiscal Year 2018-19. As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2004-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011. Prior to Amending the District, the property owners were offered the option of paying off their portion of the loan interest free (including unpaid interest).

The Special Taxes as hereinafter defined shall be levied on all remaining Assessor’s Parcels in CFD No. 2004-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2004-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and administrative cost associated with the District for the years prior to Fiscal Year 2011-12.

In March 2016, parcel 8011-016-026 paid off their lien. The debt schedule and tables in this report were revised to reflect that change. In an audit done after the FY 20-21 tax bills went out, it was discovered that the applied interest rate in making the revised debt schedule in 2016 was incorrect. As a result, assessments collected for debt service have been less than the debt service amount. Assessments will be adjusted to collect the shortfall during the remaining 5 years of collection starting in FY2021-22.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2004-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the installation of a new traffic signal and a reclaimed water line to serve the area within the boundaries of CFD No. 2004-1, together with appurtenances and appurtenant work. All improvements are complete.

Development Status

Construction has been complete since 2005. The total Assessed Value and number of properties sold since 2004 are shown in the following table.

**TABLE 1
PARCEL STATUS**

	Total Parcels 2021-22	Total Assessed Value 2021-22	Properties Sold Since 2004
Developed Non-Residential Property	8	\$ 47,370,342	2
Undeveloped Non-Residential Property	0	\$ -	0
Total	8	\$ 47,370,342	2

II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the revised annualized tax schedule after applying the paid lien in 2016.

**TABLE 2
COMMUNITY FACILITIES DISTRICT**

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
12661 Corral Pl	19,973	Paid 2016	-	
12681 Corral Pl	112,014	\$208,792.14	\$21,619.54	\$0.1930
12662 Corral Pl	26,573	Paid 2011	-	
10818 Bloomfield Ave	35,384	\$65,955.16	\$6,829.38	\$0.1930
10838 Bloomfield Ave	16,356	\$30,487.30	\$3,156.83	\$0.1930
10928 Bloomfield Ave	21,399	Paid 2011	-	
10988 Bloomfield Ave	45,964	Paid 2011	-	
12680 Corral Pl	97,877	Paid 2011	-	
Total	375,540	\$305,234.60	\$31,605.75	

Note: Figures may be off slightly due to rounding.

III. ADMINISTRATIVE FEES

The RMA allows for the collection of fees associated with the servicing of the loan.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the administrative fee based on the relative square footage of the building on each property in accordance with the RMA. The total administrative fee for Fiscal Year 2021-22 is \$7,904.84. When the District was Amended and Restated in Fiscal Year 2011-12, four of the original eight properties paid off their apportioned share of the loan and the City agreed to absorb the administrative costs that would have been paid by those four parcels. In 2016 an additional parcel paid off their share of the loan. Rather than reapportioning the total administrative fee to the remaining three properties, the City decided to keep ratio the same as prior years to avoid placing an additional burden to the remaining parcels. The tables have been modified to reflect this modification, resulting in an Administrative Fee of \$3,661.64, which is the amount that was collected from the remaining three parcels.

The following table represents proportional spread of the administrative fee for Fiscal Year 2021-22. The fee is subject to increase as set forth in the amended RMA.

TABLE 3

ADMINISTRATIVE FEE

Address	Bldg SF	Annual Expense	Annual Exp./SF
12661 Corral Pl	19,973	-	-
12681 Corral Pl	112,014	\$2,504.70	\$0.02236
12662 Corral Pl	26,573	-	
10818 Bloomfield Ave	35,384	\$791.21	\$0.02236
10838 Bloomfield Ave	16,356	\$365.73	\$0.02236
10928 Bloomfield Ave	21,399	-	
10988 Bloomfield Ave	45,964	-	
12680 Corral Pl	97,877	-	
Total	375,540	\$3,661.64	

Note: Figures may be off slightly due to rounding.

IV. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2004-1 for Fiscal Year 2021-22 is presented in Table 4. The Special Tax Requirement for Fiscal Year 2021-22 was determined as specified in the adopted RMA.

TABLE 4
SOURCES AND OBLIGATIONS

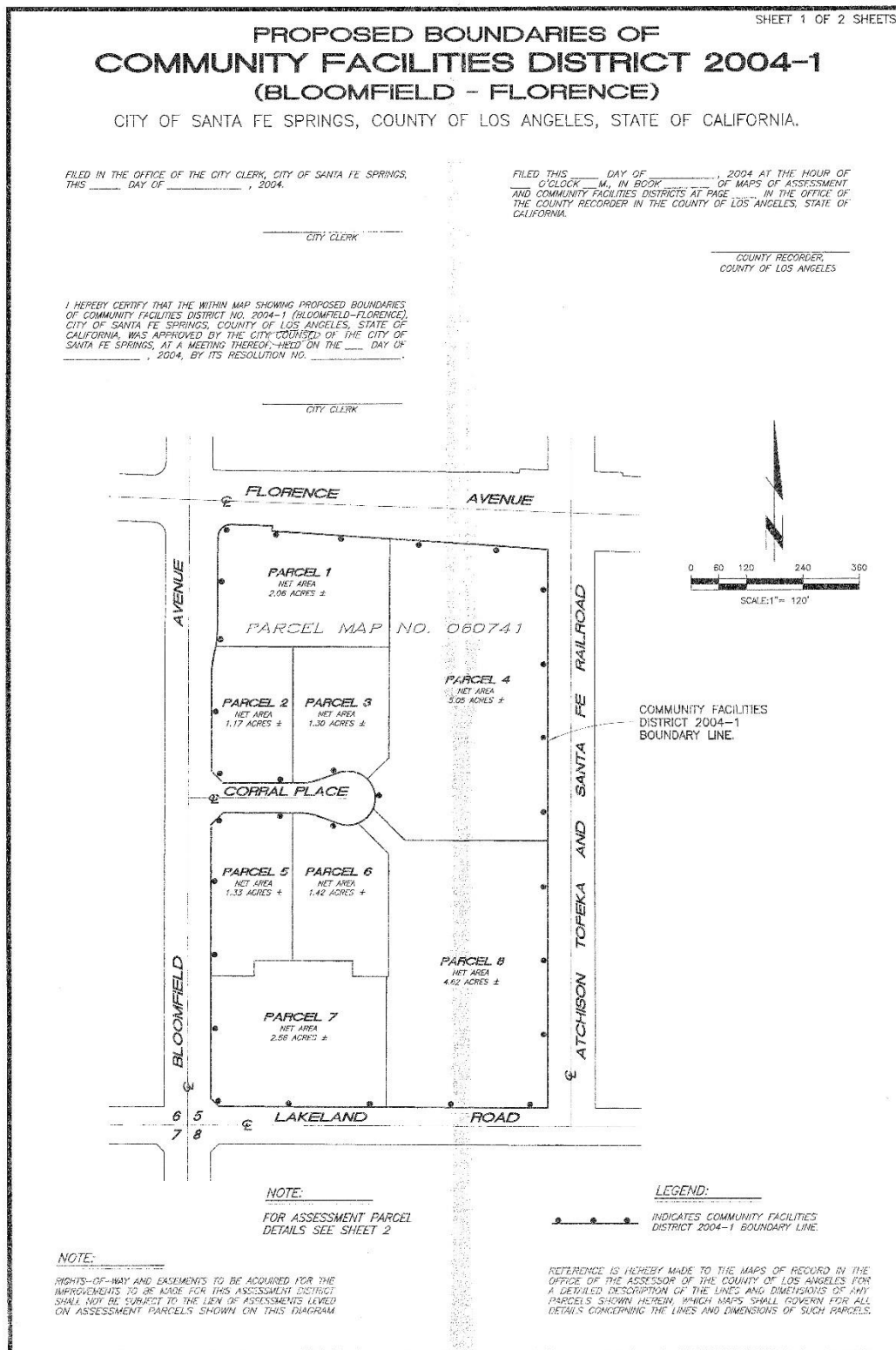
<u>Sources</u>	Fiscal Year 2020-21 <u>Amount</u>	Fiscal Year 2021-22 <u>Amount</u>
Annual Special Tax Roll		
Developed Property	\$33,914.74	\$35,267.39
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$33,914.74	\$35,267.39
Total Special Taxes From All Sources	\$33,914.74	\$35,267.39
<u>Obligations</u>		
Debt Service	\$30,331.92	\$31,605.75
Collected Administration and Incidentals	\$3,582.82	\$3,661.64
Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$33,914.74	\$35,267.39
Surplus/(Shortage) to District	\$0.00	\$0.00
Total Obligations For Special Taxes	\$33,914.74	\$35,267.39

V. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2004-1 for Fiscal Year 2021-22. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

EXHIBIT A

Boundary Map



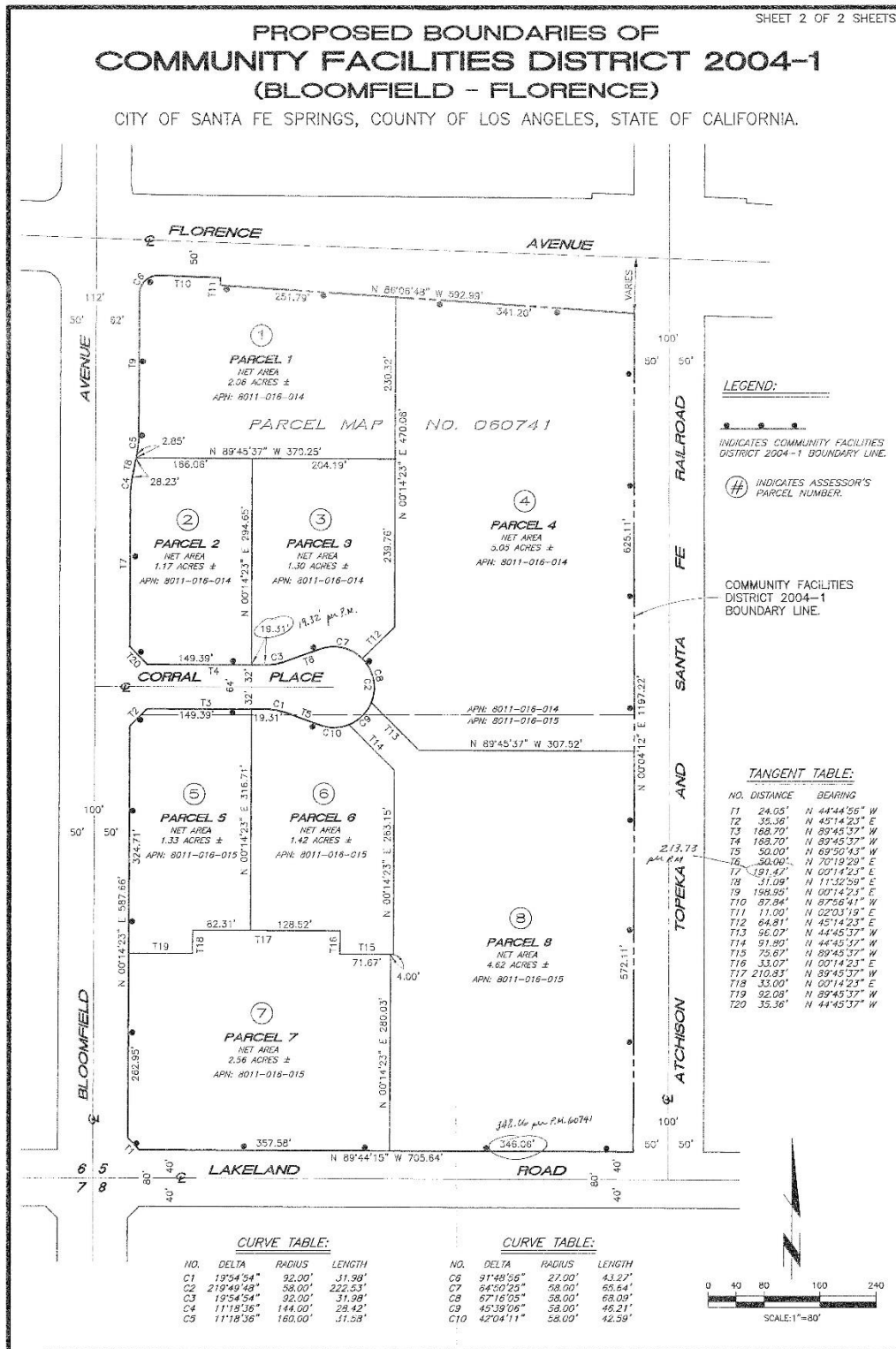


EXHIBIT B

Amended and Restated Rate and Method of Apportionment of the Special Tax

EXHIBIT C
REIMBURSEMENT AGREEMENT

Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into as of September 23, 2004, by and between the City of Santa Fe Springs ("City"), the Community Development Commission of the City of Santa Fe Springs ("CDC") and Bloomfield Partners II, LLC, a Delaware limited liability company ("Developer").

RECITALS:

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A" attached hereto (the "Property").
- B. On February 23, 2004, City's Planning Commission granted Development Plan Approval No. 778-785 (the "DPA") for Developer's proposed development of the Property (the "Project"); on February 26, 2004, CDC also approved the DPA. A copy of the DPA is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. The DPA requires that the parties enter into this Agreement.
- D. Developer intends to subdivide the Property into eight (8) separate legal parcels.

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

1. City shall pay for and contract for the construction of the following items of public infrastructure pertaining to the Project: (a) the new traffic signal to be located at the intersection of Bloomfield Avenue and the new cul-de-sac street (Corral Place) to be constructed to lead into the Property; and (b) the reclaimed water line to be located beneath Bloomfield Avenue (both set forth in DPA Condition No. 30).
2. CDC shall loan to Developer an amount not to exceed \$700,000 (the "Loan"), to be used by Developer to pay for the construction of the following items of public infrastructure and related costs pertaining to the Project: (a) a public cul-de-sac street (DPA Condition No. 2); (b) the resurfacing of portions of the streets adjacent to the Project (DPA Condition No. 5); (c) a sidewalk on Bloomfield Avenue (DPA Condition No. 6); (d) street sign replacements (DPA Condition Nos. 11 and 12—to be performed by City and reimbursed by Developer); (e) re-striping required by traffic study (DPA Condition No. 13); (f) storm drain costs (DPA Condition No. 20); (g) demolition of existing improvements to make way for new public improvements; (h) landscaping within public right-of-way along Bloomfield, Lakeland and Florence; (i) costs associated with the mitigation of environmental impacts; (j) costs for public storm drain facilities; (k) any other public improvements deemed appropriate by mutual agreement of the parties; (l) all permits, fees, soft costs or other costs associated with the public infrastructure, including City art fees; and (m) interest accruing from the date of funding until the date of issuance of the last of the eight building permits.
3. The loan shall bear simple interest at an annual rate of 5.75%. Principal and interest shall be paid on a 15-year, fully amortized schedule with interest accruing from the date of the loan. Funding of the loan from CDC to Developer shall be completed within ten (10) business days of the submission of a written request for such funding from Developer to CDC.

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CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2004

MPA



Reimbursement Agreement

4. It is the intention of the parties that City will form a Community Facilities District ("CFD") comprised entirely of the eight (8) parcels ("Parcels") to be created by Developer's subdivision of the Property, for the purpose of repaying the Loan. The percentage of the special tax on each subdivided parcel shall be based on the relative size of the building to be constructed on each such parcel. The amount of the special tax for each subdivided parcel shall, in combination with the special tax amounts for the other subdivided parcels, be equivalent to the annual payment obligation of the loan and shall, when delivered to the City, constitute the annual payment of the loan. See the proposed CFD Repayment Allocation Schedule attached as Exhibit "C". It is the intention of the parties that Developer pay the cost of forming such CFD.

5. No funds shall be released until after the CFD is formed. Upon formation of the CFD, the City shall record separate special tax liens against each of the Parcels so the tax can appear on the tax roll. Thereafter, payments on the loan shall be made to City semi-annually, through the property tax bills on the Parcels. The first payment shall be due the later of (i) December 2005 or (ii) the first tax payment date on which the special tax lien is reflected on the tax bills of the Parcels.

6. This Agreement shall be assignable and shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns.

7. This document contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS


Mayor

Attest:


City Clerk

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE
SPRINGS


Chairman

Attest:

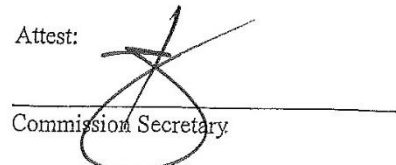
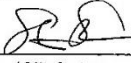

Commission Secretary

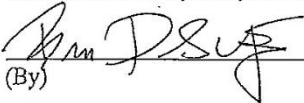
EXHIBIT C
Reimbursement Agreement

Approved as to form.



City/CDC Attorney

BLOOMFIELD II, LLC, a Delaware limited liability company



(By)

Approved as to form.



Attorney for Developer

EXHIBIT C
Reimbursement Agreement

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, AS RECORDED AS PARCEL MAP NO. 06741 IN BOOK _____, PAGES _____ TO _____.

EXCEPT THEREFROM ANY STREETS OF RECORD.

Reimbursement Agreement



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
February 27, 2004
Re: Development Plan Approval Case No. 778-785
Modification Permit Case No. 1154

Peter Rooney
Sares-Regis Group
18802 Bardeen Avenue
Irvine, California 92612-1521

Dear Mr. Rooney:

The Planning Commission and Community Development Commission, at their respective meetings held February 23, 2004 and February 26, 2004, took action on your request for Development Plan Approval Case Nos. 778-785 to allow the construction of eight (8) concrete, tilt-up industrial buildings totaling approximately 383,177 sq ft and a Modification of Property Development Standards (Modification Permit Case No. 1154) to reserve and not provide a portion of the required number of parking spaces on the 19.51-acre property located on the east side of Bloomfield Avenue between Florence Avenue to the north, Lakeland Road to the south and the Burlington Northern Santa Fe Railroad (BNSF) track to the east, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.

The Planning Commission and Community Development Commission approved your requests subject to the following conditions:

1. The owner and/or developer shall dedicate a street right-of-way easement as required to accommodate construction of a northbound right-turn-only lane on the southeast corner of Bloomfield Avenue and Florence Avenue. Dedication shall be at no cost to the City. The dedicated area shall be kept clear of any permanent structure and shall be landscaped and maintained until such time as the lane is constructed by the City.
2. The owner and/or developer shall construct the new cul-de-sac street in accordance with City requirements and shall dedicate a street right-of-way easement to the City for the new street. All work and dedication is to be done at no cost to the City.

Gustavo R. Velasco, Mayor¹ Betty Putnam, Mayor Pro-Tempore
City Council
Louie González • Ronald S. Kernes • Joseph D. Serrano, Sr.
City Manager
Frederick W. Latham

Item No.



Reimbursement Agreement

3. The owner and/or developer shall prepare a Street Improvement Plan for all street improvements to be completed on all street frontages, including new improvements and modifications to existing improvements. This includes the new cul-de-sac street and any changes needed to implement traffic mitigation measures. Said Plan shall be prepared by a Registered Civil Engineer in accordance with City standards and approved by the City Engineer before any street improvements are installed.
4. The owner and/or developer shall install streetlights on the new cul-de-sac in accordance with plans to be prepared by the City and shall reimburse the City for 100% of the actual cost of design, engineering and inspection of the streetlights.
5. The owner and/or developer shall slurry/resurface the Bloomfield Avenue, Lakeland Road and Florence Avenue street frontages to the centerline of each street, excluding intersections and concrete areas, if required, to the satisfaction of the City Engineer.
6. The owner and/or developer shall construct 5-foot-wide meandering sidewalks within a dedicated easement along Bloomfield Avenue.
7. The owner and/or developer shall agree to the addition of a cost-of-living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
8. The owner and/or developer shall install all water mains and facilities needed to supply fire, domestic and irrigation water to the site in accordance with City requirements. Minimum water main size is 12-inch diameter. A Water System Plan shall be developed that shows how all systems and buildings will connect to off-site water lines and how all on-site lines serving the site will be located. Water system for the site will need to be supplied through two points of connection to off-site mains. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the Public Works and Fire Departments before any water facilities are installed.
9. The owner and/or developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner and/or developer will receive credit for demolition of any buildings which formerly occupied the site to the extent they generated traffic. If owner and/or developer cannot meet the mitigation requirements, the owner and/or developer shall pay a mitigation fee to be determined by the City Engineer for offsite transportation improvements.

Reimbursement Agreement

10. The owner and/or developer shall agree to participate in a future street maintenance district or other type of benefit assessment district to slurry seal, resurface and reconstruct the street frontage on regular intervals (5-year, 10-year and 20-year intervals, respectively, as determined by the City Engineer). The owner shall retain the right to challenge the costs and method of spreading future assessments.
11. The owner and/or developer shall reimburse the City for 100% of the actual cost for the installation/replacement of street name signs, traffic control signs and pavement markings. The City will complete the work.
12. Adequate "on site" parking shall be provided per City requirements, and adjacent public streets, including the new cul-de-sac street, shall be posted "No Stopping Any Time." The City will cause off-site signage to be installed. The cost of sign installation shall be paid by the owner/developer.
13. A traffic study has been prepared by a Professional Engineer and submitted as required by the City. The traffic study shows the present traffic in the area and projected traffic after the development of the property and includes an analysis of the following intersections: Florence Avenue and Bloomfield Avenue; Florence Avenue and Shoemaker Avenue; Florence Avenue and Norwalk Boulevard; Telegraph Road, Bloomfield Avenue and Santa Fe Springs Road; Telegraph Road and Norwalk Boulevard; Lakeland Road and Norwalk Boulevard; and Florence Avenue and Pioneer Boulevard. Owner and/or developer agree that the improvements and mitigation measures recommended by the study shall be completed to the satisfaction of the City Engineer before the project is occupied.
14. The owner and/or developer shall agree to modify the southbound left-turn lane on Bloomfield Avenue at the intersection with the proposed cul-de-sac street or implement on-site mitigation measures to limit the number of trucks using the left-turn lane to eliminate the backup of left-turning traffic into the southbound through-lane of Bloomfield Avenue should that situation begin to occur on a regular basis.
15. The landscape irrigation system shall be connected to the reclaimed water line to be installed by the City. Separate meter(s) shall be installed by owner and/or developer to accommodate connection of irrigation systems to the water line.
16. Access to the site from existing public streets and any new streets shall be approved by the City Engineer. All points of access must be located, sized and designed to accommodate the volume and type of traffic that will be entering and leaving the site. Access points shall be located so that traffic generated by the development will not adversely affect the flow of traffic on any adjacent City Street.

Reimbursement Agreement

17. A grading plan shall be submitted for drainage approval by the City Engineer. The owner/developer shall pay drainage review fees in conjunction with this submittal. The grading plan shall be prepared by a professional engineer registered in the State of California.
18. A hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be conducted by a Professional Engineer.
19. A soils report shall be prepared and submitted as directed by the City Engineer.
20. A Storm Drain Plan shall be developed that shows all on-site and off-site drainage facilities. The existing drainage ditch located in the southeast corner of the site shall be replaced with an underground system that is not located under any permanent structure. New easements shall be granted to accommodate the new location of this facility. The storm drain system shall be designed and constructed in accordance with City Standards and requirements. Property owner shall obtain a Storm Drain Connection permit for any connection to the City or County storm drain system. Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any storm drain facilities are installed.
21. The east and south frontages of the development shall be designed to accommodate the future grade separation on Lakeland Road at the BNSF Railroad. Areas needed for temporary or permanent easements shall be kept clear of any permanent structures. Owner shall be entitled to the full use of said easement areas until such time as construction is ready to begin and shall be compensated for said easements by separate agreement prior to the beginning of construction.
22. The owner and/or developer shall install all sewer mains and facilities needed to supply sewer service to the site in accordance with City requirements. A Sewer System Plan shall be developed that shows how all systems and buildings will connect to off-site sewer lines and how all on-site lines serving the site will be located. A sewer study shall be submitted to document how sewer mains have been sized. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any sewer facilities are installed.
23. The owner and/or developer shall comply with all requirements of, make application to, and pay all fees required by the County Sanitation Districts of Los Angeles County to provide for sewer service to the project site.

Reimbursement Agreement

24. Upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and AutoCAD V.14 drawing files to the office of the City Engineer.
25. Final parcel map checking of \$3,900 plus \$260 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
26. No common driveways shall be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, streetlights, water meters, etc.
27. All known abandoned oil wells, pipelines, tanks and related lines, between the existing curb and right-of-way, and within the right-of-way line, excluding the two utility casings in Bloomfield Avenue, and one utility casing in Lakeland Road, and within the areas to be dedicated for the right-turn-only lane, new cul-de-sac street, and meandering sidewalk easement, that hinder construction of improvements within those areas shall be removed unless otherwise approved by the City Engineer.
28. Developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMP's) on all construction sites in accordance with Chapter 52 of the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over 5 acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality at (916) 657-1977 or by downloading the forms from their website, at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
29. The owner and/or developer shall provide at no cost to the City one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

Reimbursement Agreement

30. An Agreement shall be executed and recorded in the Office of the Los Angeles County Recorder that addresses the obligations of the owner and/or developer and City regarding the following work that is to be completed and paid for by the City:
- Installation of a traffic signal at the intersection of Bloomfield Avenue and the new cul-de-sac street.
 - Extension of a reclaimed water line southerly in Bloomfield Avenue from Florence Avenue to a point south of Lakeland Road.

Agreement shall be subject to the approval of the City Attorney and executed by the owner and/or developer before a certificate of occupancy is issued by the City.

31. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirement for landscaping and all common areas of the development. Level of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association. Such CC&R's shall be subject to the approval of the Director of Planning and Development.
32. A Reciprocal Access Easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.
33. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp of approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
34. That if the Department of Planning and Development requires that the double-check detector assembly be screened by shrubs or any other material, the screening shall only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly.

Reimbursement Agreement

35. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact Recycling Coordinator, Department of Planning and Development at (562) 868-0511.
36. That the owner/developer shall comply with Public Resource Code, Section 42900 et. seq. (California Solid Waste Reuse Recycling Access Act of 1991 (Act) relating to providing adequate areas for collection and loading of recyclable materials in development projects.
37. That the applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
38. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system.
39. That the owner shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study.
40. That the interior gates or fences are not permitted across required Fire Department access roadways.
41. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant.
42. That the minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet with a minimum clear height of thirteen (13) feet six (6) inches. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
43. That prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
44. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
45. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

Reimbursement Agreement

46. That prior to issuance of building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
- A. Owner/developer shall obtain a "Closure Letter," "No Further Action Letters" or other appropriate documentation certifying that the required soil remediation standards have been achieved shall be secured from the Los Angeles Regional Water Quality Control Board.
 - B. Owner/developer shall submit a soils management plan (SMP) which addresses site monitoring and potential soil remediation activities during site development is required. The SMP must be approved by the Fire Department prior to the issuance of a grading permit. A final SMP report must be submitted and approved once the grading is complete.
 - C. Permits and approvals. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits or other approvals, which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.
 - D. Covenants.
 - 1. Owner/developer shall provide a written covenant to the Planning Commission that, except as may be revealed by the environmental remediation described above and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
 - 2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.

Reimbursement Agreement

3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
4. Owner/developer understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees, will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.
47. That all known abandoned pipelines, tanks and related facilities shall be removed unless approved by the City Engineer and Fire Chief. Appropriate permits for such work shall be secured before abandonment work begins.
48. That the owner shall require all tenants, prior to occupancy, to acquire a Business Operations Tax Certificate (BOTC) from the Department of Finance and submit an approved Statement of Intended Use Form to the Santa Fe Springs Fire Department.
49. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
50. That the owner shall comply with all conditions, limitations and requirements of the approved Industrial Wastewater Discharge Permit in addition to applicable sections of the Wastewater Ordinance and Chapter 97 of the City Code, as it relates to industrial waste disposal. The owner/operator shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

Reimbursement Agreement

51. That the owner shall comply with for the Regional Water Quality Control Board's Stormwater Pollution Prevention Plan permit requirements.
52. That the owner/developer shall submit for approval to the Police Services Department of the City a lighting and security plan for the property. The lighting shall be installed to provide adequate lighting throughout the property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance.
53. That the owner/developer shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. Emergency information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.
54. That approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
55. That all roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street at ground level shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning and Development.
56. That the owner/developer shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used and shall include 2 to 3 foot high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage.
57. That the owner shall be responsible for his tenants and require that all work is performed inside the building. No portion of the required off-street parking area shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning and Development and the Fire Marshall.

Reimbursement Agreement

58. That in order to facilitate the removal of unauthorized vehicles parked on the property, the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of vehicles and indicate that vehicles will be removed at the owner's expense and that a citation may be issued for the violation. The sign shall also contain the telephone number of the local law enforcement agency. The lettering within the sign shall not be less than one inch in height.
59. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and may result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
60. That the location of electrical transformers shall be subject to the approval of the Planning Department.
61. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Fire Department and the Department of Planning and Development.
62. That pursuant to the sign standards of the Zoning Ordinance and related sign guidelines of the City, a comprehensive sign program for the proposed development shall be prepared and submitted to the Director of Planning and Development for approval. All signs shall be installed in accordance with the approved sign program.
63. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development.
64. That the "mainline railroad right-of-way," which is considered as a "public way" as per Los Angeles County Building Code Manual No. 505.1, Article 1, and is located adjacent to Buildings 4 and 8 as depicted on the approved site plan dated February 17, 2004, for the proposed development, may be used to increase the basic allowable area of Buildings 4 and 8, as per Section 505.1 of the Los Angeles County Building Code (2002 Edition).
65. That the final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning and Development.

EXHIBIT C
Reimbursement Agreement

66. That the development shall otherwise be substantially in accordance with the plot plan, floor plan and elevations submitted by the owner and on file with the case.
67. That Development Plan Approval Case Nos. 778-785 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Commission may deem to impose.
68. That Development Plan Approval Case Nos. 778-785 shall not be effective for any purpose until the owner/developer has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the conditions of approval.
69. That the owner/developer agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning Development Plan Approval Case Nos. 778-785 when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding and shall cooperate fully in the defense thereof.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of this approval. Two copies of an affidavit are enclosed for this purpose. One copy is to be returned to this office upon completion; the second copy is for your files.

The Zoning Ordinance sets forth an appeal period of fourteen days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

EXHIBIT D

Debt Service Schedule
(Revised 2016)

Debt Service Schedule (Revised 2016)

\$230,268 Principal Amount
5.75% Interest Rate
FY 25-26 last year of collection
4 years of payment left after current collection
\$31,605.75 total annual installment due starting FY21-22

Fiscal Year	Beginning Principal Balance	Principal	Interest	Principal + Interest Amount
FY 11-12	\$342,464	\$14,995	\$19,692	\$34,687
FY 12-13	\$327,469	\$15,857	\$18,830	\$34,687
FY 13-14	\$311,612	\$16,769	\$17,918	\$34,687
FY 14-15	\$294,843	\$17,733	\$16,954	\$34,687
FY 15-16	\$277,109	\$18,753	\$15,934	\$34,687
FY 16-17	\$230,268.06	\$17,676.13	\$13,240.41	\$30,331.92
FY 17-18	\$212,591.93	\$18,692.50	\$12,224.04	\$30,331.92
FY 18-19	\$193,899.43	\$19,767.32	\$11,149.22	\$30,331.92
FY 19-20	\$174,132.11	\$20,903.94	\$10,012.60	\$30,331.92
FY 20-21	\$153,228.17	\$22,105.92	\$8,810.62	\$30,331.92
FY 21-22	\$134,045.28	\$23,898.15	\$7,707.60	\$31,605.75
FY 22-23	\$110,731.75	\$25,272.29	\$6,333.46	\$31,605.75
FY 23-24	\$86,044.08	\$26,725.45	\$4,880.30	\$31,605.75
FY 24-25	\$59,903.25	\$28,262.16	\$3,343.59	\$31,605.75
FY 25-26	\$32,225.71	\$29,887.23	\$1,718.52	\$31,605.75

EXHIBIT E
Special Tax Roll

EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total Special Tax Amount FY 2021-22
8011-016-027	112,014	\$24,124.24
8011-016-033	35,384	\$7,620.59
8011-016-034	16,356	\$3,522.56
	163,754	\$35,267.39



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11E

November 15, 2022

CONSENT AGENDA

Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2021-22

RECOMMENDATION

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2021-22.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). The report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

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

Raymond R. Cruz
City Manager

Attachments:

1. Special Tax Levy Annual Report for CFD 2002-1 for Fiscal Year 2021-22

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: November 10, 2022



CITY OF SANTA FE SPRINGS

**ANNUAL REPORT FOR SPECIAL TAXES LEVIED
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(BLOOMFIELD-LAKELAND)
FISCAL YEAR 2021-22
LOS ANGELES COUNTY, CALIFORNIA**

October 2022

PREPARED BY



Harris & Associates

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Bloomfield-Lakeland)**

TABLE OF CONTENTS

Introduction.....	1
I. Facilities and Services Financed by the District.....	1
II. Improvement Area	2
III. Special Tax for Services.....	3
IV. Administrative Fees	3
V. Sources and Obligations.....	4
VI. Special Tax Roll	4

APPENDIX

Exhibit A	Boundary Map
Exhibit B	Amended and Restated Rate and Method of Apportionment of the Special Tax
Exhibit C	Payment Agreement
Exhibit D	Amended Debt Service Schedule
Exhibit E	Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (hereinafter referred to as “CFD”, “CFD No. 2002-1”, or the “District”) for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2002-1 is included in the Appendix of this report as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Payment Agreement as shown in the Appendix as Exhibits B and C. In compliance with the proceedings governing the formation of CFD No. 2002-1, the special tax has been levied on each taxable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval (“DPA No. 737-739”) authorizing the principle sum of \$800,000 on March 14, 2002. The Payment Agreement that was provided for in the DPA established a repayment period that was to commence the 1st day of the month following the Permit Anniversary Date and continue until the Payment Sum has been paid in full (approximately 175 months or 14.5 years).

The payments should have commenced in Fiscal Year 2003-04 and continued until Fiscal Year 2016-17 (established by the Permit Issue dates according to the RMA). As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2002-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011.

The Special Taxes as hereinafter defined shall be levied on all Assessor’s Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and maintenance cost associated with the District for the years prior to Fiscal Year 2011-12. The annual street maintenance will continue as originally established in the RMA and will also be levied on the county tax bill as long as the City provides for the maintenance of streets within the District.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2002-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the grading and construction of streets, curbs, gutters, sidewalks, street lighting, storm drainage, water, sewer and utility improvements (both on and off-site) to serve the area within the boundaries of CFD No. 2002-1, together with appurtenances and appurtenant work. All improvements are complete.

In addition to the improvements above, the CFD is anticipated to cover the on-going costs for maintenance services and administration of those improvements.

Development Status

Construction was completed for the whole project on May 16, 2003. The total Assessed Value and number of properties sold since 2003 are shown in the following table.

**TABLE 1
PARCEL STATUS**

<u>Development Status</u>	<u>Total Parcels 2021-22</u>	<u>Total Assessed Value 2021-22</u>	<u>Properties Sold Since 2020-21</u>
Developed Non-Residential Property	3	\$ 45,068,489	0
Undeveloped Non-Residential Property	0	\$ -	0
Total	3	\$ 45,068,489	0

II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the annualized tax schedule.

**TABLE 2
COMMUNITY FACILITIES DISTRICT**

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
11020 Bloomfield	84,651	\$148,410.28	\$15,032.03	\$0.1776
11130 Bloomfield	240,252	\$421,210.24	\$42,663.12	\$0.1776
11320 Bloomfield	131,405	\$230,379.48	\$23,334.45	\$0.1776
Total	456,308	\$800,000.00	\$81,029.60	

Note: figures may be off slightly due to rounding.

III. SPECIAL TAX FOR SERVICES

The RMA for Services establishes the apportionment of Street Maintenance Services.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Street Maintenance Services based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Street Maintenance Service for Fiscal Year 2021-22 was \$6,567.12, which included a CPI increase of 2.2% over Fiscal Year 2020-21.

The following table represents the proportional spread of the maintenance services tax for Fiscal Year 2021-22.

TABLE 3
STREET MAINTENANCE

Address	Bldg SF	Annual Expense	Annual Exp./SF
11020 Bloomfield	84,651	\$1,218.29	\$0.01439
11130 Bloomfield	240,252	\$3,457.67	\$0.01439
11320 Bloomfield	131,405	\$1,891.16	\$0.01439
Total	456,308	\$6,567.12	

Note: figures may be off slightly due to rounding.

IV. ADMINISTRATIVE FEES

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Administrative Fees based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Administrative Fee was \$7,904.87, which included a CPI increase of 2.2% over Fiscal Year 2020-21.

The following table represents the proportional spread of the administrative fees for Fiscal Year 2021-22.

TABLE 4
ANNUAL ADMINISTRATION FEE

Address	Bldg SF	Annual Administration	Annual Exp./SF
11020 Bloomfield	84,651	\$1,466.46	\$0.01732
11130 Bloomfield	240,252	\$4,162.02	\$0.01732
11320 Bloomfield	131,405	\$2,276.39	\$0.01732
Total	456,308	\$7,904.87	

Note: figures may be off slightly due to rounding.

V. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2002-1 for Fiscal Year 2021-22 is presented in Table 5. The Special Tax Requirement for Fiscal Year 2021-22 was determined as specified in the adopted RMA of the Special Tax.

TABLE 5
SOURCES AND OBLIGATIONS

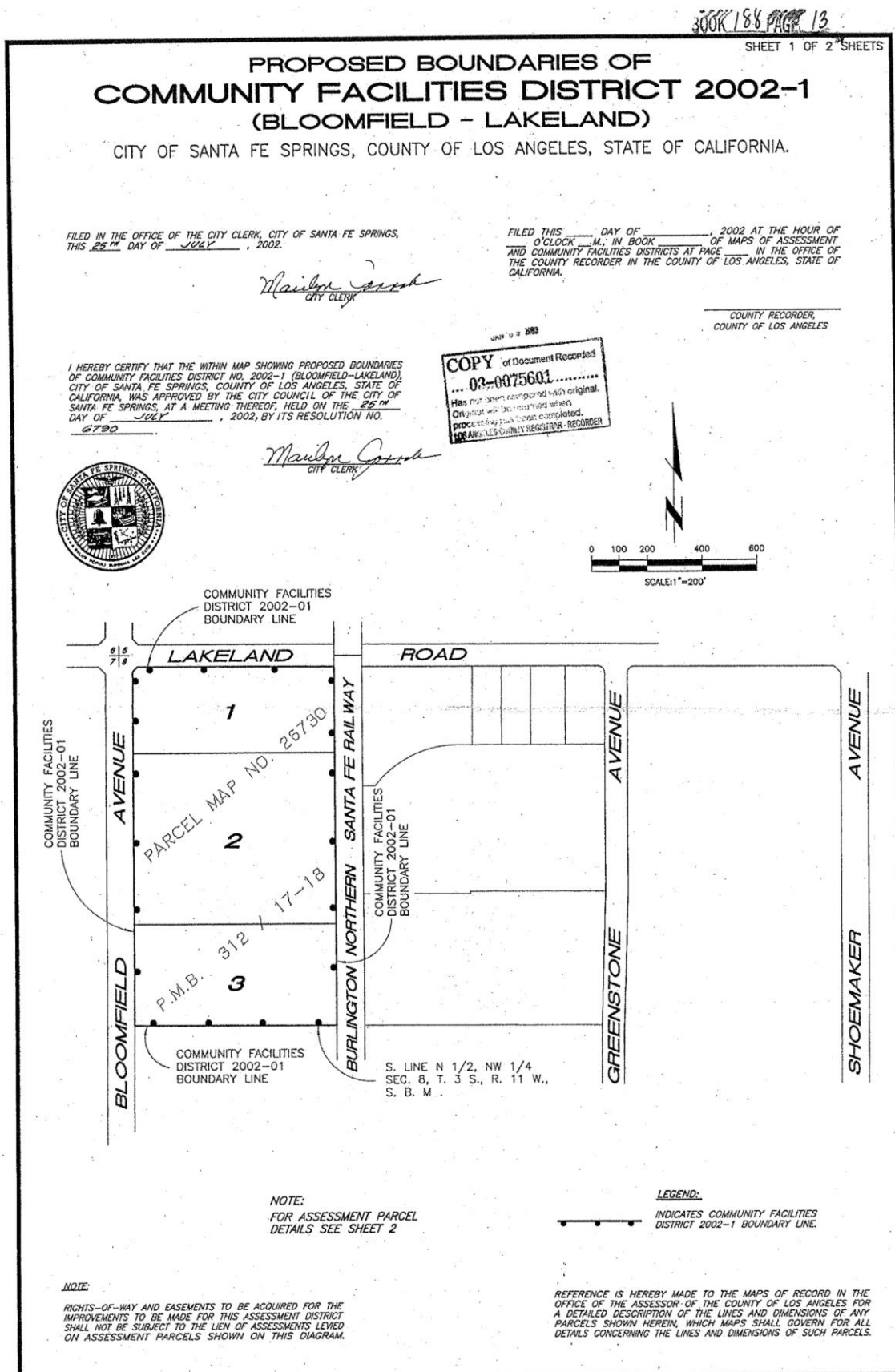
	Fiscal Year 2020-21 <u>Amount</u>	Fiscal Year 2021-22 <u>Amount</u>
<u>SOURCES</u>		
Annual Special Tax Roll		
Developed Property	\$95,190.06	\$95,501.59
Undeveloped Property	\$0.00	\$0.00
Subtotal	<u>\$94,926.03</u>	<u>\$95,501.59</u>
TOTAL SPECIAL TAXES FROM ALL SOURCES	<u>\$94,926.03</u>	<u>\$95,501.59</u>
<u>OBLIGATIONS</u>		
Debt Service	\$81,029.60	\$81,029.60
Special Tax for Maintenance Services	\$6,425.75	\$6,567.12
Administration and Incidentals	\$7,734.71	\$7,904.87
2020 Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	<u>\$94,926.03</u>	<u>\$95,501.59</u>
Surplus/Shortage to District	\$0.00	\$0.00
TOTAL OBLIGATIONS FOR SPECIAL TAXES	<u>\$94,926.03</u>	<u>\$95,501.59</u>

VI. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2002-1 for Fiscal Year 2021-22. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

EXHIBIT A
Boundary Map

EXHIBIT A
Boundary Map



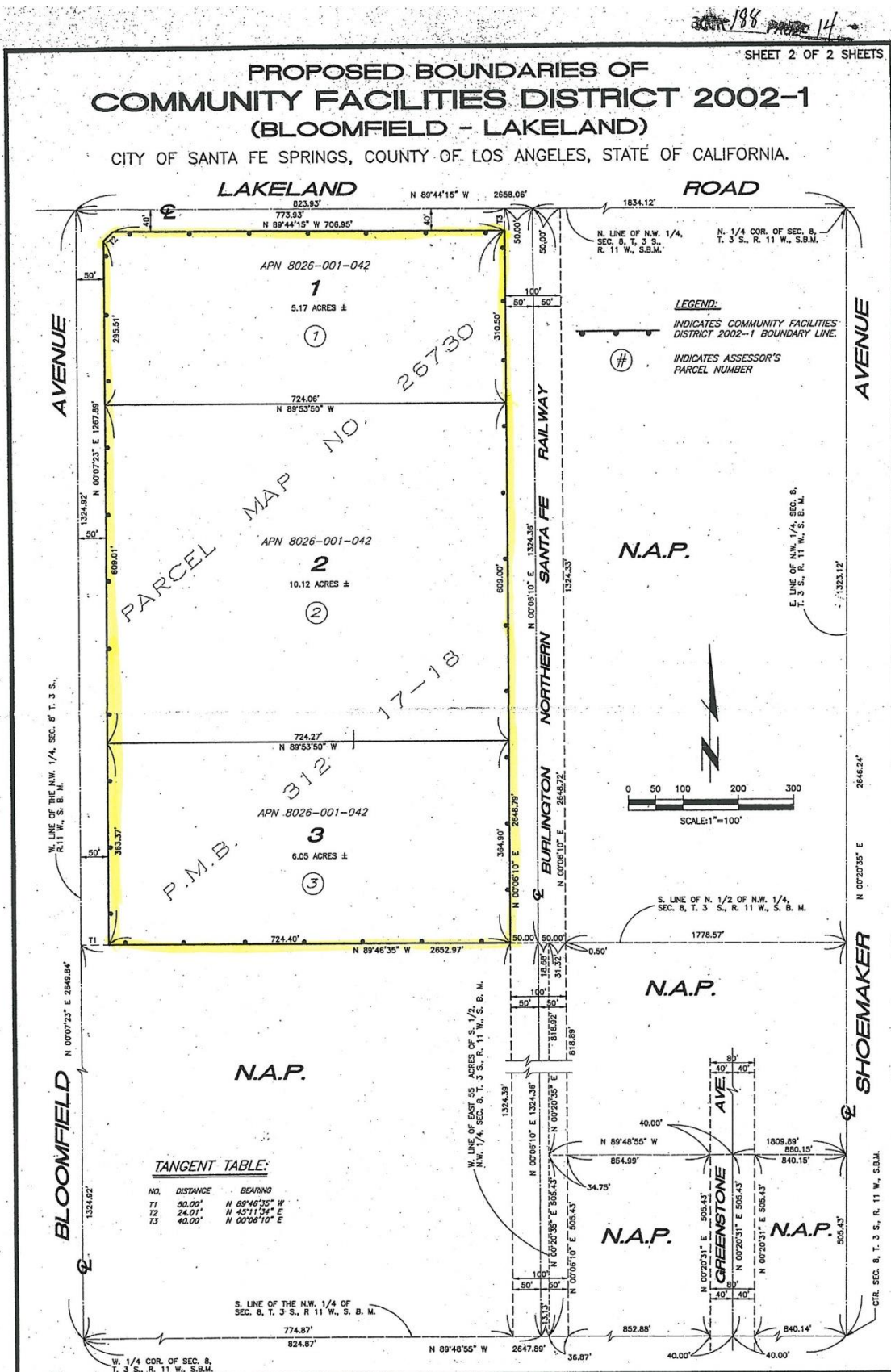


EXHIBIT B

Amended and Restated Rate and Method of Apportionment of the Special Tax

Amended and Restated Rate and Method of Apportionment of Special Tax

**AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX**

This Amended and Restated Rate and Method of Apportionment of Special Tax amends and restates in its entirety that certain Rate and Method of Apportionment of Special Tax (the "Original Rate and Method"). The Original Rate and Method was attached as Exhibit B to the Notice of Special Tax Lien for City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) ("CFD No. 2002-1"), which was recorded in the real property records of the County of Los Angeles on January 9, 2003, as Document No. 03-0077048.

The Special Taxes as hereinafter defined shall be levied on all Assessor's Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2002-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2002-1 or any designee thereof of complying with disclosure requirements of the City, CFD No. 2002-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2002-1 or any designee thereof related to any appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2002-1 for any other administrative purposes of CFD No. 2002-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes. The maximum amount for the Administrative Expenses is set at \$6,500 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years shall be equal to (i) the maximum amount for the Administrative Expenses for the previous year plus (ii) the product of multiplying (A) the maximum amount for the Administrative Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Annual Debt Service" means the annual amount of principal and interest required to satisfy the \$800,000 loan amount set forth in the Payment Agreement, over a 15 year period commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

"Assessor's Parcel" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County of Los Angeles designating parcels by Assessor's Parcel number.

"Building Square Footage" means the building area as shown on the building permit.



Amended and Restated Rate and Method of Apportionment of Special Tax

"CFD Administrator" means the person or firm that the City chooses to make responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2002-1" means City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland).

"City" means the City of Santa Fe Springs.

"City Council" means the City Council of the City of Santa Fe Springs, acting as the legislative body of CFD No. 2002-1.

"County" means the County of Los Angeles.

"CPI" means the Consumer Price Index for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas, published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index is no longer published, a reasonably equivalent index selected by the CFD Administrator.

"Exempt Property" means all Assessor's Parcels not subject to the Special Tax for Payment Amount as described under Section I.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maintenance Expenses" means the expenses of the City, whether incurred by the City or designee of the City, or both, in the furnishing of services (as defined in Section 53317 of the Act) and materials for maintenance of certain streets as specified in condition No. 26 of the Development Plan Approval No. 737-739 approved by the City's Community Development Commission on March 14, 2002 and attached as Exhibit B to the Payment Agreement. The maximum amount for Maintenance Expenses, including reserve funding, is set at \$5,400.00 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years will be equal to (i) the Maintenance Expenses for the previous year plus (ii) the product of multiplying (A) the Maintenance Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Maximum Special Tax for Payment Amount" means the maximum Special Tax for Payment Amount, determined in accordance with Section C below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance" means the maximum Special Tax for Maintenance, determined in accordance with Section G below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Parcel" means Assessor's Parcel.

"Payment Agreement" means that certain Payment Agreement, dated as of March 28, 2002, by and between the City and Bloomfield Partners, LLC, which Payment Agreement is attached as Exhibit A.

"Proportionately" means for Taxable Property, in any Fiscal Year, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2002-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2002-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County, the City, a public utility

Amended and Restated Rate and Method of Apportionment of Special Tax

or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Privately-owned property that is otherwise constrained by public or utility easements making impractical its utilization for other than the purposes set forth in the easement shall be considered Public Property.

"Special Tax for Maintenance" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Maintenance Requirement.

"Special Tax for Maintenance Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the maximum amount for Maintenance Expenses and the maximum amount of Administrative Expenses.

"Special Tax for Payment Amount" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Payment Amount Requirement.

"Special Tax for Payment Amount Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the Annual Debt Service.

"Special Taxes" means, collectively, the Special Tax for Payment Amount and the Special Tax for Maintenance.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2002-1 which are not Exempt Property.

B. CLASSIFICATION OF PROPERTIES

All Assessors' Parcels shall be classified as Taxable Property or Exempt Property.

Once classified as Taxable Property, a parcel may not be subsequently re-classified or changed to Exempt Property without the Special Tax for Payment Amount being paid off in full in accordance with Section E. The Special Tax for Maintenance cannot be prepaid and any parcel of Taxable Property that is re-classified as Exempt Property with respect to the Special Tax for Payment Amount shall remain subject to the Special Tax for Maintenance.

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

The Maximum Special Tax for Payment Amount for Assessor's Parcels of Taxable Property shall be calculated for each Fiscal Year as follows:

First: the City shall calculate the Annual Debt Service for the Fiscal Year.

Second, the amount calculated in First shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2002-1 may directly bill the Special Taxes, may



Amended and Restated Rate and Method of Apportionment of Special Tax

collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount may be prepaid, in whole or in part, at any time.

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount shall be levied on Taxable Property for a period not to exceed 15 years; provided, however, that the Special Tax for Payment Amount may be levied for a longer period of time if, as a result of delinquencies in the payment of the Special Tax for Payment Amount, it has not collected an amount sufficient to pay the Payment Sum (as defined in the Payment Agreement).

G. SPECIAL TAX FOR MAINTENANCE RATE

Maximum Special Tax for Maintenance

Commencing with Fiscal Year 2011-12 and for each subsequent Fiscal Year, the Council shall levy the Special Tax for Maintenance on all Assessor's Parcels of Taxable Property up to the applicable Maximum Special Tax for Maintenance to fund the Special Tax for Maintenance Requirement.

The Special Tax for Maintenance Requirement shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

H. TERM OF SPECIAL TAX FOR MAINTENANCE

The Special Tax for Maintenance shall be levied in perpetuity to fund the Special Tax for Maintenance Requirement unless no longer required as determined at the sole discretion of the Council.

If the levy of the Special Tax for Maintenance is repealed by initiative or any other action participated in by the owners of the Assessor's Parcels in CFD 2002-1, the City shall have no obligation to provide the services for which the Special Tax for Maintenance was levied.

I. EXEMPTIONS

The CFD Administrator shall classify Assessor's Parcels of Public Property as Exempt Property.

Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which Assessor's Parcels become Public Property. However, should an Assessor's Parcel no longer be classified as Public Property, its tax exempt status will be revoked.

J. ENFORCEMENT

If not paid when due, the City shall have the right to foreclose any delinquent Special Tax for Payment Amount by appropriate action in a court of competent jurisdiction, such action to include all court costs, attorney fees and costs of sale.

EXHIBIT C
PAYMENT AGREEMENT

PAYMENT AGREEMENT

This Payment Agreement ("Agreement") is made and entered into as of March 28, 2002, by and between the City of Santa Fe Springs ("City"), and Bloomfield Partners, LLC, a Delaware limited liability company (together with its successor and assigns, "Developer").

Recitals

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A", attached hereto (the "Property").
- B. On March 11, 2002, City's Planning Commission granted Development Plan Approval ("DPA No. 737-739") for Developer's proposed development of the Property (the "Project"); on March 14, 2002, the Community Development Commission of the City of Santa Fe Springs also approved DPA No. 737-739. A copy of DPA No. 737-739 is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. DPA No. 737-739 provides that the parties may enter into this Agreement.
- D. Developer intends to apply for a subdivision of the Property ("Proposed Subdivision"), pursuant to which the Property would be divided into three (3) separate legal parcels. A number of the conditions contained in DPA No. 737-739, including, but not limited to, those described in Section 1 below, were imposed in anticipation of said Proposed Subdivision (the "Proposed Subdivision Conditions").
- E. The conditions imposed in conjunction with DPA No. 737-739 were intended to address all impacts anticipated by the City and likely to arise in connection with the full permitting and development of the Project ("Anticipated Impacts").

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- 1. Developer shall pay to City the principal sum of \$800,000.00 (the "Payment Sum") in accordance with the provisions of this Agreement, which payment shall constitute full satisfaction of the following, except as set forth in Sections 2 and 3, below:
 - (i) Developer's obligations set forth in DPA No. 737-739 Condition Nos. 5, 6, 7, 14, 21, 22, 25, 26.a and 27, as well as similar conditions that may be imposed in respect of the Anticipated Impacts, including similar conditions that may be imposed in respect of the Proposed Subdivision Conditions. Developer shall not be obligated to construct any of the items described in such conditions, and City holds Developer harmless from and against such obligations, notwithstanding: (a) the fact that the Payment Sum has not yet been fully paid (so long as Developer is making payments in accordance with Section 4 below); and
 - (ii) the failure of City to commence or complete such construction (although the City shall have no obligation to Developer to undertake such construction).

EXHIBIT C
Payment Agreement

(ii) Developer's obligation to pay any City imposed fees or charges in connection with the planning, permitting, or inspection of the Project (collectively, the "Project Fees"), including, without limitation, fees and charges in respect of (a) the City's review, processing and approval of any building, grading, drainage, utility, street and sidewalk, subdivision (including, without limitation, any filing fees or map checking fees required in connection with the Proposed Subdivision), environmental compliance (including, without limitation, any fees required in connection with soil or methane gas monitoring programs), excavation or similar plans, (b) any applications for building, mechanical, electrical, plumbing, structural, occupancy, environmental, or similar permits, (c) any building, grading, fire, health and safety, street and sidewalk or other inspections; and (d) any development impact fees, including the City's Heritage Artwork in Public Places Program.

2. In the event that the total amount chargeable to Developer in Project Fees exceeds \$300,000.00, then Developer shall pay to City the amount by which such Project Fees exceed \$300,000.00, prior to the issuance of any building permits for the Project. The payment of such amount shall be a condition precedent to the issuance of any such permits by City. Such payment shall be separate from, and in addition to, the payment of \$800,000.00, as described in Section 1, above.

3. As to DPA No. 737-738 Condition No. 25, the payment described in Section 1, above, satisfies Developer's obligations, except that it does not satisfy the obligation to agree to adjustments to the existing Street Light Assessment District, as set forth in Condition No. 25.

4. Developer shall pay the Payment Sum to City in accordance with the following:

A. Interest shall accrue at a fixed annual rate of Five and Three Quarters Percent (5.75%), which both the City and Developer agree is the Prime Rate plus One Hundred (100) basis points on the date of this Agreement, and shall be payable in installments as set forth in Section 4B. Interest shall begin to accrue as of the first date any Project Fees would have otherwise been due and payable to the City but for the agreements set forth herein.

B. Developer shall make monthly installment payments of principal and interest of \$6,750.00 ("Installment Payments"), beginning and continuing as provided in Section 4.C. That portion of the Installment Payments not allocated to accrued interest under Section 4.A shall be allocated to the principal amount of the Payment Sum. The parties hereto estimate that the term of the Installment Payments will be 175 months.

C. Payment of Installment Payments shall begin on the first day of the month following the Permit Anniversary Date, and shall continue on the first day of each month thereafter until the Payment Sum has been paid in full.

EXHIBIT C
Payment Agreement

D. As used herein, "Permit Anniversary Date" shall mean the date 12 months following issuance of first building permit for development of the Property.

E. It is expressly stipulated and agreed to be the intent of the parties at all times to comply with applicable state law regarding prevailing wages (including, but not limited to, California Labor Code Sections 1720 and 1771) and that this Section shall control every other covenant and agreement in this Agreement and other related documents between the parties regarding the interest rate paid thereunder. If the applicable prevailing wages law, for any reason, is ever found or judicially interpreted to: (i) render the interest rate under this Agreement to be a public works and/or paid for in whole or in part out of public funds (and such interest rate does not comply with any de minimus exception under the applicable prevailing wages law); and/or (ii) subject the terms of this Agreement to prevailing wages, then it is the parties' express intent that (1) Bloomfield Partners LLC shall immediately pay to the City of Santa Fe Springs, as to all payments previously made under this Agreement, the difference between the interest rate paid pursuant to this Agreement and the appropriate interest rate which would not subject this Agreement to prevailing wages, and (2) the provisions of this Agreement and other related documents immediately be deemed reformed to reflect the appropriate interest rate, without the necessity of the execution of any new documents, so as to not subject the terms of this Agreement to the applicable prevailing wages law.

Upon the commencement of Installment Payments, the parties agree to execute and deliver in a timely fashion an agreement which specifically sets forth the remaining term of the Developer's obligations to make Installment Payments under Section 4B above. Further, upon full repayment of the Payment Sum, City shall provide to Developer, at Developer's request, a letter or similar document reasonably acceptable to Developer, confirming that the Developer's payment obligations under this Section 4 are satisfied.

5. In the event that the City approves the Proposed Subdivision, the Payment Sum shall be apportioned between the newly created parcels, based on the relative square footage of the building to be built on each parcel. As of the date of the recording of the final parcel map for the Proposed Subdivision, the owner of each newly created parcel shall be separately obligated to pay to City its apportioned share of the Payment Sum, and shall be relieved of any liability to pay sums allocable to any other parcel owner. In no event shall a default by one parcel owner be attributable to any other parcel owner.

6. Developer shall secure the Payment Sum by providing City with security as follows: a letter of credit in favor of the City obtained by Developer in the amount of \$800,000. The form of the letter of credit and any letter of credit agreement necessary to describe the security arrangement shall be proposed by Developer and approved by the City Attorney, which approval shall not be unreasonably withheld. The letter of credit or letter of credit agreement shall contain customary provisions releasing the security provided thereby proportionately as the principal amount of the Payment Sum is reduced.

EXHIBIT C
Payment Agreement

The letter of credit or letter of credit agreement shall also contain provisions permitting the Developer to replace existing security with other security of comparable value, subject to approval by the City Attorney, which approval shall not be unreasonably withheld. The approval and perfecting of such security is a condition precedent to City's issuance of any building permits for the Project.

7. Developer and City have agreed to form a Community Facilities District No. 2002-1 (the "Community Facilities District"). After the Ordinance of the City Council of the City of Santa Fe Springs levying special taxes within such Community Facilities District becomes effective, City acknowledges and agrees that all of Developer's obligations under this Agreement, except as specifically provided in this Section 7 (collectively referred to herein as the "Payment Amount") shall be deemed fully satisfied and complied with including, without limitation, Developer's obligation (i) to pay the Payment Sum to the City or to satisfy the DPA Conditions as described in Section 1, (ii) to provide security for the Payment Sum under Section 6, and any letter of credit issued pursuant thereto shall be released by the City and terminated immediately upon formation of the Community Facilities District, and (iii) to comply with the conditions set forth in DPA No. 737-739 Condition No. 26. Provided, however, Developer acknowledges and agrees that notwithstanding formation of the Community Facilities District, Developer shall not be relieved of its obligation to pay to the City (a) Project Fees in excess of \$300,000 as, and to the extent, described in Section 2 above, or (b) the amount equal to any adjustments to the existing Street Light Assessment District as, and to the extent, described in Section 3 above.

8. This Agreement shall be assignable by Developer and (subject to Section 5 above) shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns. In the event of an assignment of all or any portion of Developer's obligations, the assignor shall be relieved of liability as to that portion assigned, but only if the security described in Section 6, above, is left in place, or replaced with equivalent security, or the obligation is deemed satisfied pursuant to Section 7 above.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

10. This Agreement shall be governed by the laws of the State of California.

11. If any lawsuit, arbitration, or other action is brought by either party against the other party, the prevailing party shall be entitled to recover the reasonable attorneys' fees and court costs it incurred in connection therewith.

EXHIBIT C
Payment Agreement

Intending to be legally bound, the parties have executed this Agreement, below,
as of the date first set forth above.

City of Santa Fe Springs

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Bloomfield Partners LLC, a Delaware
limited liability company

By: Calsmart L.L.C., a Delaware limited liability company
its Manager

By: RREEF America, L.L.C., a Delaware limited liability company
its authorized agent

By: _____


EXHIBIT C
Payment Agreement

LEGAL DESCRIPTION OF PROPERTY

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH; RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY.

EXCEPT THEREFROM THE FOLLOWING THREE (3) STRIPS OF LAND:

STRIP NO. 1; BLOOMFIELD AVENUE:

BEING THE WEST 50.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF.

STRIP NO. 2; LAKELAND ROAD:

BEING THE NORTH 40.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

STRIP NO. 3; CORNER CUT-OFF:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID STRIP NO. 2 WITH THE EAST LINE OF SAID STRIP NO. 1;

THENCE SOUTHERLY 17.00 FEET ALONG SAID EAST LINE;

THENCE NORTHEASTERLY IN A DIRECT LINE TO A POINT ON SAID SOUTH LINE, DISTANT EAST THEREON, 17.00 FEET FROM THE POINT OF BEGINNING OF THIS STRIP;

THENCE WESTERLY ALONG SAID SOUTH LINE 17.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

DESCRIBED PARCEL CONTAINS 21.35 ACRES MORE OR LESS.



March 12, 2002

Sares Regis Group
Attn: Peter Rooney
18802 Bardeen Avenue
Irvine, CA 92612-1521

RE: Development Plan Approval Case No. 737-739

Dear Mr. Rooney:

The Planning Commission, at their regular meeting of March 11, 2002, acted on your request for approval of development plans to allow the construction of three concrete tilt-up industrial buildings totaling approximately 455,783 sq ft in area on a 21.32-acre property located on the southeast corner of Bloomfield Avenue and Lakeland Road in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project.

The Planning Commission subsequently approved your request for Development Plan Approval for the proposed industrial buildings and related improvements subject to the following list of conditions:

SUGGESTED CONDITIONS OF APPROVAL

1. The owner/developer shall construct a meandering sidewalk within a dedicated easement along Bloomfield Avenue frontage.
2. The owner/developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner/developer will receive credit for demolition of any buildings which formerly occupied the site.
3. Existing public fire hydrants shall be upgraded, if required by the City Engineer.

Louie Gonzalez, Mayor • Ronald S. Kernes, Mayor Pro-Tempore
City Council
George Minnehan • Betty Putnam • Gustavo R. Velasco
City Manager
Frederick W. Latham



EXHIBIT C
Payment Agreement

4. Adequate "on-site" parking shall be provided per City requirements, and streets shall be posted "No Stopping Any Time." The cost of sign installation shall be paid by the owner/developer.
5. The owner/developer shall provide \$50,000 to the City to mitigate traffic impacts from this development to the Bloomfield Avenue intersections at Telegraph Road, Florence Avenue and Lakeland Road.
6. The landscape irrigation system shall be connected to a reclaimed water distribution system when available in the street. Separate meter(s) shall be installed for landscape irrigation systems. Owner/Developer shall provide funds to design and construct a 6" reclaimed water distribution pipeline along frontage of development.
7. Point of access to each parcel shall be approved by the City Engineer. Owner/developer shall be responsible for the cost of the design and construction of raised landscaped medians adjacent to the property on Bloomfield Avenue, as approved by the City Engineer.
8. Sanitary sewers shall be constructed in accordance with City specifications to serve subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.
9. The owner/developer shall comply with all requirements of the Department of County Engineer-Facilities, make application for and pay the sewer maintenance fee.
10. No common driveways shall be allowed unless approved by the City Engineer. If proposed driveways conflict with existing fire hydrants, street lights, water meters, etc., owner/developer shall pay for relocation.
11. Owner/developer's general contractor shall implement storm water and urban runoff pollution prevention controls and Best Management Practices (BMP's) on construction sites in accordance with Chapter 52, Storm Water Runoff, of the City Code (Ordinance 851). The contractor may also be required to file a Notice of Intent (NOI) with the Regional Water Quality Control Board and prepare a Storm Water Pollution Prevention Plan (SWPPP) as specified in the State of California General Permit for Storm Water Permit for Storm Water Discharges associated with the construction activities in accordance with the NPDES mandate to protect receiving waters and storm drains from construction activity, related erosion and pollution. A copy of the September 8, 1992 instructions and NOI form are available from the

EXHIBIT C
Payment Agreement

Public Works Department. In addition, this project shall conform to Ordinance 915, which amends Chapter 52 "Stormwater/Urban Runoff" of the City Code and implements the requirements of the approved Standard Urban Stormwater Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak flow discharges.

12. Planning and Development and Public Works Departments shall approve the location of double-check valves. All sprinkler plans shall have a stamp of approval from Planning and Development prior to Fire Department submittal. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of City Water Department. The valve on water main line shall be operated only by the City upon approval of test results.
13. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project construction waste per approval of the Department of Planning and Development.
14. The Owner/Developer shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 755.
15. The owner/developer shall comply with the requirements of Ordinance 829 with respect to Oil and Gas Regulations.
16. Prior to issuance of building permits, the applicant shall comply with the following environmental assessment conditions to the satisfaction of the City of Santa Fe Springs:
 - A. Environmental Audit. Recognizing that NFA letters have been issued by both the DTSC and RWQCB and a large volume of site assessment work has already been performed, only limited additional assessment work will be required. This additional assessment shall focus on properly closing the six (6) UST's that were previously removed but not closed. A Soil Management Plan for mitigating contamination in excess of City standards must be submitted and approved by the Fire Department.
 - B. Permits and Approval. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City in furtherance of complying with Paragraph 16 (A) set forth herein. Permits shall be secured prior to beginning work related to the permitted activity.

C. Covenants.

1. Owner/developer shall provide a written covenant to the Planning Commission that, except as revealed in previous studies as part of DTSC and RWQCB NFA certification and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know or have reasonable cause to believe that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer's knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
4. Owner/developer understands and agrees that any representations, actions or approvals by the City, except to the extent that it acts as the lead environmental agency, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City,

EXHIBIT C
Payment Agreement

Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.

17. Owner/Developer agrees to comply with all portions of Cleanup and Abatement Order Nos. 85-18 and 97-118 issued by the Regional Water Quality Control Board (RWQCB) as it relates to this property.
18. Not used.
19. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs and all other applicable codes and regulations.
20. That the subject property shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.
21. In order to meet the current public health and safety standards relating to emergency response and to provide for safety of responders and the community at large, the owner/developer shall install one (1) Emergency traffic signal control device (Opticom) to aid in the rapid and safe response of emergency vehicles at the intersection of Bloomfield Avenue and Lakeland Road.
22. The owner/developer shall install two 4-inch schedule 80 PVC ducts and appurtenances encased in concrete along the eastside of Bloomfield Avenue from a point 1,300 feet south of Lakeland Road centerline. Said ducts for future fiber optic system shall be placed in locations designed by the City Engineer.
23. The owner/developer, or successors in interest, shall be obligated to pay for a portion of the cost of undergrounding existing overhead utilities on Bloomfield Avenue and Lakeland Road adjacent to the subject property. The owner/developer, or successors in interest, shall satisfy said obligation by paying to the City an amount equal to the fair market value of the property to be acquired from owner/developer, or successors in interest, in fee or in easement, by CalTrans, the BNSF Railroad, or other public or

EXHIBIT C
Payment Agreement

quasi-public agency, for construction of a grade separation on Lakeland Road at the BNSF railroad crossing. Payment shall be provided per terms of the "Agreement" between the Sares-Regis Goup (owner/developer) and the City.

24. The owner/developer shall remove the existing wall along Bloomfield Avenue at the south end of the property.
25. The owner/developer shall pay to the City the entire costs of design, engineering, installation and inspection of five (5) street lights on Bloomfield Avenue. The City shall design and cause construction of the street lighting system (\$25,000 Estimated Cost). The owner/developer shall also agree to the addition of a cost of living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
26. The owner/developer shall enter into an agreement with the City for the City to maintain the south half of Lakeland Road between Bloomfield Avenue and the easterly property line at the BNSF right-of-way and the east half of Bloomfield Avenue between the southerly property line and Lakeland Road. Maintenance may include slurry seal every five years, resurfacing approximately every ten years and reconstruction at the end of twenty years, if needed, as determined by the City Engineer as reasonably related to the condition of the individual roadway. This condition may be satisfied by the creation of assessment districts, Mello-Roos Districts or other methods of financing approved by the City pursuant to the Agreement, or eliminated in any areas constructed with Portland Cement Concrete (PCC) pavement. (\$27,000 Estimated Annual Cost)
- 26a. The owner/developer shall pay \$96,500 for past and immediate resurfacing of the Lakeland Road and the Bloomfield Avenue frontage to the street centerline, the funding of which shall be provided per terms of the Agreement.
27. The developer shall pay to the City one-fourth (1/4) of any and all costs to construct a Portland cement concrete street intersection at Bloomfield Avenue and Lakeland Road.
28. Owner/developer may defer completion of satisfaction of Conditions 5, 6, 7, 14, 21, 22, 25, 26, 26a .and 27, as numbered above, contingent on owner/developer entering into an agreement with the City regarding such performance. Entry into such agreement shall be a condition precedent to the issuance of any necessary permits (e.g., building permits) or other approvals (e.g., parcel map) for development of the subject property. Such agreement shall: (a) require developer

to provide adequate security for such performance in a form approved by the City, which approval will not be unreasonably withheld; (b) provide for interest, at a market rate, on developer's financial obligations to the City; (c) provide for completion of performance or repayment within seven (7) years of the date of approval hereof unless otherwise approved by the City; and (d) provide for the potential, with the City's approval, of incorporating work into street maintenance, landscaping or lighting districts.

29. A grading plan shall be submitted for drainage approval by the City Engineer. The site is subject to storm water retention, and the drainage plan shall incorporate retention on site. The owner/developer shall pay drainage review fees in conjunction with this submittal. The hydrology study to be conducted shall evaluate the amount and disposition of storm water on the subject property. The hydrology study shall be conducted by a Professional Engineer and subject to the approval of the City Engineer. The grading plan shall also accommodate the existing drainage from the railroad right-of-way at southeast portion of property.
30. The owner/developer shall pay to the City a one-time cost (not to exceed \$2,500) for the replacement of street name signs, traffic control signs, raised pavement markers and pavement markings, as required by the City Engineer.
31. Land and access rights shall be reserved for a future grade separation on Lakeland Road between Bloomfield Avenue and the BNSF Railroad. Sufficient right-of-way includes: construction easement, utilities easement and slope easement along Lakeland Road frontage and railroad shoofly along portion of east property line. Project design shall accommodate the future grade separation. No permanent structure shall be placed within the reservation area.
32. All buildings shall be protected by an approved automatic sprinkler system.
33. All buildings that are to be used for high-piled storage shall be equipped with required access doors as per Article 81 of the Uniform Fire Code.
34. Interior gates or fences are not permitted across required fire access roadways.
35. On-site fire hydrants must be provided along required Fire Department access roads. Minimum flow shall be 2500 GPM.

EXHIBIT C
Payment Agreement

36. The minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
37. Prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. Plan must be between 20 and 40 scale. Include on plan all entrance gates that will be installed.
38. Knox boxes are required on all new construction. All entrance gates shall also be equipped with Knox boxes.
39. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirements for landscape maintenance, including the pedestrian walkways, if the property is subdivided. Levels of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association.
40. That the applicant shall submit for approval a detailed Xeriscape landscape and irrigation system for the on-site and parkway landscape areas for the development design pursuant to the Landscape Design Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used.
41. That no portion of the required off-street parking and loading areas shall be used for outdoor storage, manufacturing or similar uses at any time, unless approved by the Director of Planning and Development.
42. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Director of Planning and Development.
43. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development.
44. That a security and lighting plan for the proposed industrial development shall be submitted to the Department of Police Services for review and approval.
45. That all truck yard areas shall be screened from the public streets in the area by a decorative screen wall subject to the approval of the Director of Planning and Development.

EXHIBIT C
Payment Agreement

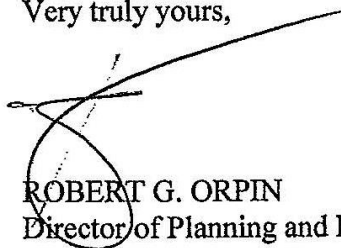
46. The applicant understands that other than indicated within these conditions, the applicant shall comply with the requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations as pertain to this property.
47. That Development Plan Approval Case No. 737-739 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Board deems necessary to impose.
48. That Development Plan Approval Case No. 737-739 shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating he is aware of and accepts all the conditions of this approval.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of approval. **Two copies of an affidavit are enclosed for this purpose. One copy should be returned to this office upon completion; the other copy is for your files.**

The Zoning Ordinance sets forth an appeal period of four (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

If you have any questions regarding this matter, please feel free to call me at (562) 868-0511, Ext. 211.

Very truly yours,



ROBERT G. ORPIN
Director of Planning and Development

cc: City Council
Frederick W. Latham, City Manager
Marina Sueiro, Director of Intergovernmental Relations
Building Division
Fire Department
Property Maintenance Officer
Sue Janikowski, Assistant Planner
Monica Mendoza, Planning Intern

Payment Agreement

MAY 01 '02 09:55AM SARES-REGIS GROUP (949) 756-5955

P.12/12

ACCEPTANCE OF CONDITIONS
IN DEVELOPMENT PLAN APPROVAL CASE

AFFIDAVIT

I Dwight L. Merriman, HEREBY STATE THAT I am the owner, or the authorized agent of the owner, of property involved in Development Plan Approval Case No. 737-739.

I FURTHER STATE THAT I have read, understand and accept, and will comply with all the conditions of approval established by the Planning Commission at its meeting of March 14, 2002.

I AM ALSO AWARE THAT if any of the provisions of this approval are violated or held to be invalid, or any law, statute or ordinance is violated, the Permit shall be void and the privileges granted thereunder shall lapse.

signature

title (if any)

company name (if any)

mailing address

city, state, zip

phone

Principal

RREEF America L.L.C. (c/o Bloomfield Partners L.L.C.)

101 California Street, 26th Floor

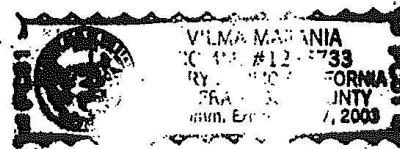
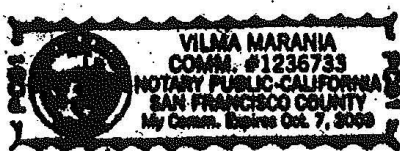
San Francisco, CA 94111

(415) 781-3300

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS.

On May 13, 2002 before me, Vilma Marania, Notary Public

personally appeared Dwight L. Merriman Name and Title of Officer
Name(s) of Signer(s)



- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.

Vilma Marania
Notary Public

EXHIBIT D
Amended Debt Service Schedule

Amended Debt Service Schedule

\$800,000 Principal Amount
5.75% Interest Rate
FY 25-26 Last year of collection
15 Years
0.101287 Level debt factor (A/P)
\$81,030 Total annual installment due

Fiscal Year	Principal Balance	Principal	Interest	Principal + Interest Amount
FY 11-12	\$800,000	\$35,030	\$46,000	\$81,030
FY 12-13	\$764,970	\$37,044	\$43,986	\$81,030
FY 13-14	\$727,927	\$39,174	\$41,856	\$81,030
FY 14-15	\$688,753	\$41,426	\$39,604	\$81,030
FY 15-16	\$647,328	\$43,808	\$37,222	\$81,030
FY 16-17	\$603,520	\$46,327	\$34,703	\$81,030
FY 17-18	\$557,193	\$48,991	\$32,039	\$81,030
FY 18-19	\$508,203	\$51,808	\$29,222	\$81,030
FY 19-20	\$456,395	\$54,787	\$26,243	\$81,030
FY 20-21	\$401,609	\$57,937	\$23,093	\$81,030
FY 21-22	\$343,672	\$61,268	\$19,762	\$81,030
FY 22-23	\$282,404	\$64,791	\$16,239	\$81,030
FY 23-24	\$217,614	\$68,517	\$12,513	\$81,030
FY 24-25	\$149,097	\$72,456	\$8,574	\$81,030
FY 25-26	\$76,642	\$76,642	\$4,388	\$81,030

EXHIBIT E
Special Tax Roll

EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total Special Tax Amount Fiscal Year 2021-22
8026-001-069	84,651	\$17,716.77
8026-001-070	240,252	\$50,282.81
8026-001-071	131,405	\$27,502.01
	456,308	\$95,501.59



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11F

November 15, 2022

CONSENT AGENDA

Measure R Funding Agreement with Los Angeles County Metropolitan Transportation Authority – Amendment No. 3

RECOMMENDATION

- Approve Amendment No. 3 to Funding Agreement MR 315.40 for the Valley View Avenue and Rosecrans Avenue Intersection Improvements; and
- Authorize the City Manager to execute Amendment No. 3.

BACKGROUND

In 2008, the voters of Los Angeles County approved Measure R. Measure R is a half-cent sales tax for Los Angeles County that took effect January 2009, to help finance new transportation projects and programs, and accelerate those already in progress.

At the August 13, 2020, Council meeting, the City and Los Angeles County Metropolitan Transportation Authority (Metro) entered into an agreement to construct intersection improvements at Valley View Avenue and Rosecrans Avenue. The City requested an increase in funds for the Intersection Improvements from \$824,000 to \$1,254,000 due to rising construction costs. The Metro Board approved the budget increase on June 23, 2022.

LEGAL REVIEW

The City Attorney has reviewed Amendment No. 3 to Measure R Funding Amendment with Metro for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project.

FISCAL IMPACT

The Valley View Avenue and Rosecrans Avenue Intersection Improvements project will receive the additional \$430,000 in Measure R funds for Fiscal Year 2022-2023. LACMTA will reimburse the City for costs incurred for the project up to the designated project budget amount. The new total budget is \$1,254,000.

INFRASTRUCTURE IMPACT

The Rosecrans Avenue and Valley View Avenue intersection improvements project will improve vehicle, truck, and bicycle traffic circulation and safety within the City.

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

Raymond R. Cruz
City Manager

Attachment:

1. Amendment No. 3

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: November 10, 2022

**AMENDMENT No. 3 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of September 15, 2022 by and between the City of Santa Fe Springs ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR315.40, dated November 1, 2017, which was amended on May 11, 2020 and November 19, 2021, (as amended, the "Existing FA"), which Existing FA provides for the Valley View Ave Intersection at Rosecrans Ave Improvements (the "Project"); and
- B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$430,000 from \$824,000 to \$1,254,000. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$1,254,000 which was approved by the LACMTA Board on June 23, 2022; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$524,000 in Measure R Funds in FY 2015-16, \$300,000 in Measure R Funds in FY 2017-18 and \$430,000 in Measure R Funds in FY 2022-23. The total designated amount for the Project is \$1,254,000; and
- D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$1,254,000 (the "Funds") for the Project. LACMTA Board of Directors actions on December 3, 2015, October 26, 2017, and June 23, 2022 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: \$524,000 in FY 2015-16; \$300,000 in FY 2017-18; and \$430,000 in FY 2022-23."

2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2023. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2023. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025."

3. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-3, attached.

4. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.

5. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.

6. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____

Deputy



Date: 11/8/2022

GRANTEE:

CITY OF SANTA FE SPRINGS

By: _____

Raymond R. Cruz
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Ivy M. Tsai
City Attorney

Date: _____

ATTACHMENT A-3 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA.9200000000MR315.40 A-3

Project Title: Valley View Ave Intersection at Rosecrans Ave Improvements Project#: MR315.40

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	\$ 824,000					\$ 430,000	\$ 1,254,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ 824,000					\$ 430,000	\$ 1,254,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ 824,000	\$ -	\$ -	\$ -	\$ -	\$ 430,000	\$ 1,254,000	100%

ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.40
 Project Title: Valley View Intersection at Rosecrans Ave Improvements Project#: MR315.40 A-3

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Expenditures	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:										
MEASURE R FUNDS:										
PAED										\$0
PS&E										\$0
RW Support	\$12,983									\$12,983
Const. Support						\$40,000	\$90,000	\$20,000		\$150,000
RW					\$50,636					\$50,636
Construction						\$500,000	\$540,381			\$1,040,381
Total MEASURE R	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000
PROP C 25%										
PAED										\$0
PS&E										\$0
RW Support										\$0
Const. Support										\$0
RW										\$0
Construction										\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000
PROJECT FUNDING FY21-22 and FY22-23	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000
SUMMARY OF ALL FUNDS										
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$12,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,983
Const. Support	\$0	\$0	\$0	\$0	\$0	\$40,000	\$90,000	\$20,000	\$0	\$150,000
RW	\$0	\$0	\$0	\$0	\$50,636	\$0	\$0	\$0	\$0	\$50,636
Construction	\$0	\$0	\$0	\$0	\$0	\$500,000	\$540,381	\$0	\$0	\$1,040,381
TOTAL MILESTONES	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000
SUM PROG LACMTA FUNDS	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$12,983	\$0	\$0	\$0	\$50,636	\$540,000	\$630,381	\$20,000	\$0	\$1,254,000

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE:

Valley View Avenue and Rosecrans Avenue Intersection Improvements

PROJECT LOCATION:

The project is located at Valley View Avenue and Rosecrans Avenue in the City of Santa Fe Springs (and a shared boundary in the City of La Mirada), approximately 1 mile north of the I-5 Freeway.

PROJECT LIMITS:

This project limits are include the intersection of Rosecrans Avenue and Valley View Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to restripe the intersection to provide a striped bicycle lane along Valley View Avenue, as well as increased left turn pocket storage on the northbound side, and a second left turn lane and a striped through lane on the southbound side. Along Rosecrans Ave., it's proposed to increase curb radius returns in both directions and to add a striped right through lane for both eastbound and westbound traffic. The improvements also include the construction of a raised median along Valley View Avenue on both sides of the intersection. Right-of-way is required on the southwest and northeast corners of the intersection.

PROJECT BACKGROUND: The projects was identified, and is compatible with the long-term design concepts, as part of the 91/605/405 Feasibility Study as an intersection “Hot Spot.” Improvements are needed in the intersection to improve Level of Service and Operational performance.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	N/A Completed by Metro
PS and E	N/A Completed by Metro
R/W Support	\$12,983
R/W Capital	\$50,636
Construction Support	\$150,000
Construction Capital	<u>\$1,040,381</u>
Total Budget	\$ 1,254,000

SCOPE:

The Project features include, but are not limited to, the following: Right-of-Way Support, including but not limited to the land acquisition, agreements, offers, exhibits, appraisals, negotiations, legal services, and record keeping, Right-of-Way Capital, Construction Capital and Construction Support necessary to provide construction oversight, including to procure a consultant for the construction engineering, project management, inspection, award of contract to contractor for construction and performance of the necessary tasks to complete the job.

Two (2) properties are impacted and need a combination of land acquisition and/or temporary construction easements. Below includes a table of the Assessor Parcel Numbers (APN's) of the property impacts.

	<i>Valley View / Alondra Right of Way Impacts</i>	
--	--	--

No.	APN	Impact Type (Acquisition / TCE)
1	8061-017-013	Partial Acquisition and TCE
2	8069-006-004	Partial Acquisition and TCE

The tasks necessary to complete the job include the following:

DESIGN:

I. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

- A. Consultant to prepare construction specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.
- B. Consultant to prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.
- C. Metro to provide final plans to the City.

II. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, presentation of “Summary Letter Report”, progress meetings and preparation for the Community Information Workshop at 95% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:

Tasks to be performed include, but are not limited, to the following:

- A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. Identify right-of-way acquisitions, and/or temporary construction easements to provide for the optimal roadway alignment, which shall incorporate roadway widening, and preserve the existing improvements.
- C. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- D. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

Tasks to be performed include, but are not limited to, the following:

- A. Order title reports/litigation guarantees.
- B. Present conceptual plans to property owners adjacent to project.
- C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. Authorize appraisals and improvements pertaining to properties.
- E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. Set just compensation.
- G. Present written offer letters and appraisal summaries to property owners.
- H. Conduct negotiations to settlement.
- I. Legal services, if necessary.
- J. Relocate utilities in conflict.

CONSTRUCTION:

Grantee expects to provide construction oversight, and procure a consultant for construction management and inspection. Grantee will award a contract for construction and to perform the following tasks:

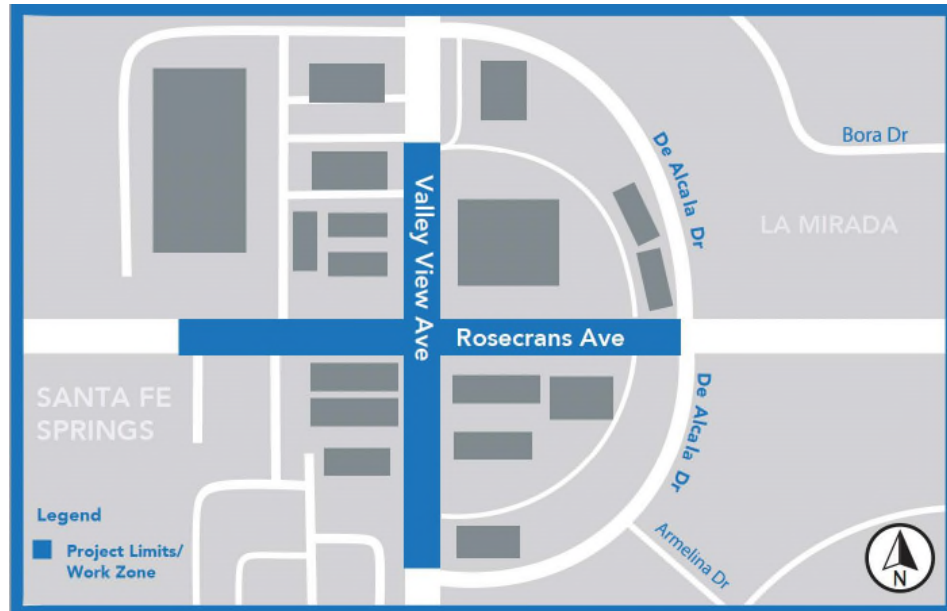
- A. Contract with a separate engineering firm to provide Construction Management and Inspection for the Project. This will be accomplished using Grantee On-Call Engineering Firms.
- B. Contract with a Contractor for construction.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

<i>Task</i>	<i>Original Start Date</i>	<i>Original Completion Date</i>	<i>Revised Start Date</i>	<i>Revised Completion Date</i>
Right of Way				
Certification/Mapping	November 2017	November 2017	March 2018	June 2018
Appraisal	November 2017	November 2017	March 2018	June 2018
Title Report	November 2017	December 2017	March 2018	August 2018
Meet with Property Owners	November 2017	October 2018	March 2018	July 2019
SFS Council Approval	May 2018	June 2018	June 2019	July 2019
Acquire Property	July 2018	October 2018	August 2019	May 2020
Physical Possession	October 2018	October 2018	June 2020	July 2020
Bidding & Construction				
Ready to List	November 2018	November 2018	August 2020	August 2020
Advertise	November 2018	November 2018	September 2020	October 2020
Bid Opening	December 2018	December 2018	November 2020	November 2020
Award of Contract	January 2019	January 2019	December 2020	January 2022
Fully Executed Contract	February 2019	February 2019	January 2021	February 2022
Construction	February 2019	May 2019	February 2021	August 2022

ATTACHMENT C – Location Map(s)





City of Santa Fe Springs

City Council Meeting

ITEM NO. 11G

November 15, 2022

CONSENT AGENDA

Santa Fe Springs Park – Authorization to Execute Southern California Edison License Agreement

RECOMMENDATION

- Authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

BACKGROUND

A significant portion of Santa Fe Springs Park is located on SCE property. The park is adjacent to the San Gabriel River and underneath existing overhead power lines.

SCE permits the City to use this property as a park under a 5-year license agreement. The proposed license agreement is for a term of five (5) years, 2023-2027. The First year license fee is \$1,598.24 with a 5% increase each year thereafter. The yearly amounts are as follows:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2023	\$1,598.24	May
Second Year	2024	\$1,678.15	May
Third Year	2025	\$1,762.06	May
Fourth Year	2026	\$1,850.16	May
Fifth Year	2027	\$1,942.67	May

LEGAL REVIEW

The City Attorney's office has reviewed the SCE License Agreement.

FISCAL IMPACT

The cost of the annual license fee is included in the FY 2022-2023 Park Maintenance Budget for Santa Fe Springs Park.

INFRASTRUCTURE IMPACT

Santa Fe Springs Park is one of several community facilities that play a critical role in the health and welfare of the residents.

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

Raymond R. Cruz
City Manager

Attachments:

1. SCE License Agreement-Contract No. 9.5125
2. Site Map

Report Submitted By: Noe Negrete
Director of Public Works

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

Date of Report: November 10, 2022

CITY OF SANTA FE SPRINGS

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and , CITY OF SANTA FE SPRINGS called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 8007-001-801, 8007-001-802, 8007-001-803, and 8007-014-800, situated in the City of Santa Fe Springs, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2023 and ending on the last day of April, 2028. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Five Hundred Ninety Eight and 24/100 Dollars (\$1,598.24) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2023	\$1,598.24	May
Second Year	2024	\$1,678.15	May
Third Year	2025	\$1,762.06	May
Fourth Year	2026	\$1,850.16	May
Fifth Year	2027	\$1,942.67	May

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary

Initial (____)/(____/____)
Licensor/Licensee

for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$2,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any

Initial (____)/(____/____)
Licensor/Licensee

nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

Initial (____)/(____/____)
Licensor/Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property,

Initial (____)/(____/____)
Licensor/Licensee

including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities

Initial (____)/(____/____)
Licensor/Licensee

now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (d) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial

Initial (____)/(____/____)
Licensor/Licensee

seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licenser shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licenser provides an initial written notice of such failure. After providing initial notice under this provision, Licenser will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licenser.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licenser's initial use of the Property. Licensee agrees to pay such expenses to Licenser upon demand.

Initial (____)/(____/____)
Licenser/Licensee

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However,

Initial (____)/(____/____)
Licensor/Licensee

potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

(THIS SPACE LEFT BLANK INTENTIONALLY)

Initial (____)/(____/____)
Licensor/Licensee

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Business Telephone No. (562) 941-5484

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Initial (____)/(____/____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

CAROLINA BEDOLLA
Real Estate Specialist
Land Management – Metro Region
Vegetation & Land Managment

Date

LICENSEE:

CITY OF SANTA FE SPRINGS

By_____

ANNETTE RODRIGUEZ, Mayor

Date

Initial (____)/(____/____)
Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (____)/(____/____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

Initial (____)/(____/____)
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

Initial (____)/(____/____)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

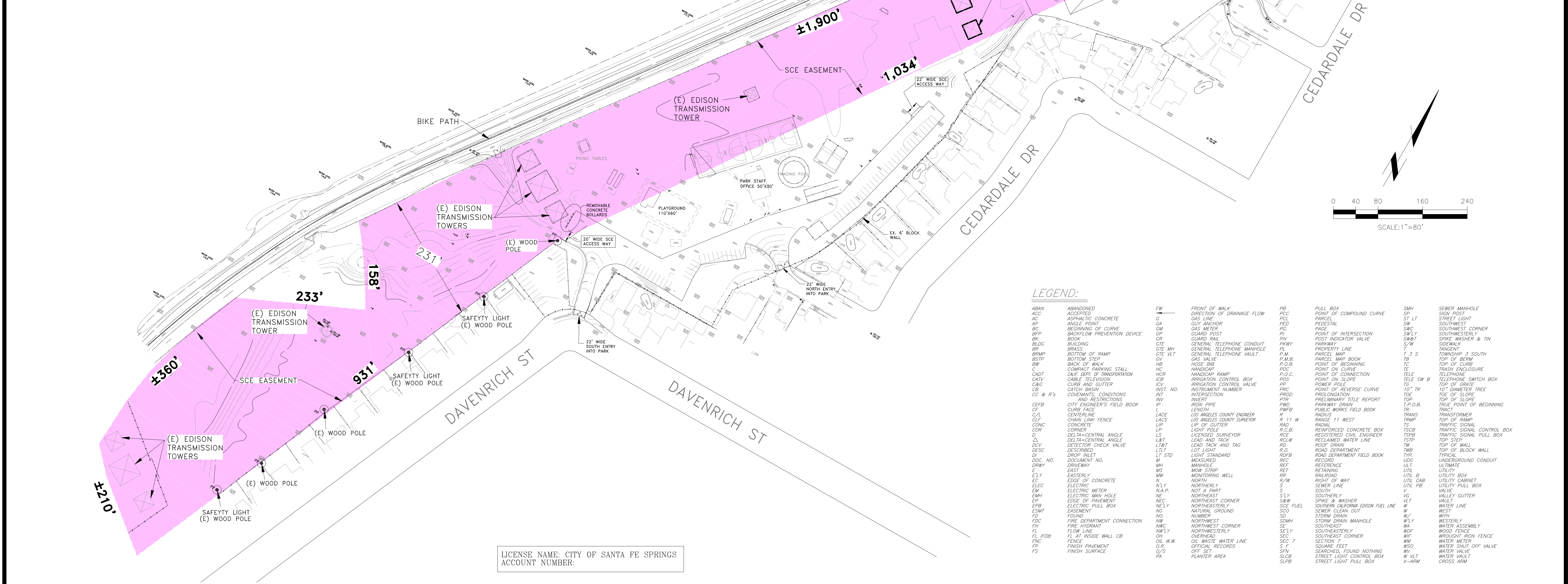
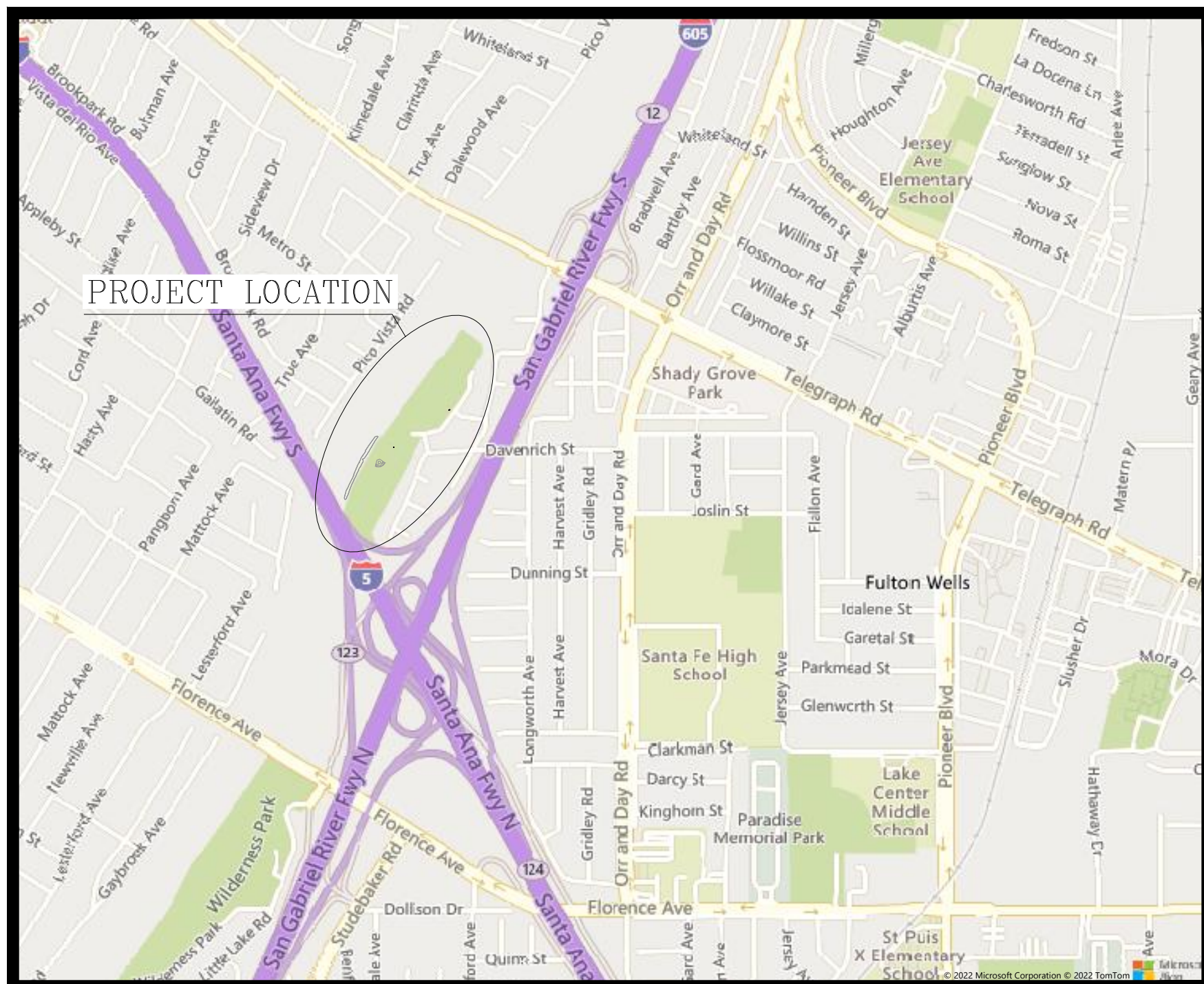
Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee



REVISIONS			BASIS OF BEARINGS:		BENCHMARK:		PREPARED FOR:		PREPARED BY:		SITE PLAN			
NO.	DESC	DATE	COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83). ZONE VI, 1983 NAD, (2004.0 EPOCH NGS SANCTIONED).		L.A. CO. PUBLIC WORKS BENCHMARK NO. "Y-9210" FLOOD CONTROL MONUMENT AT THE NORTH WEST CORNER OF A BRIDGE MARKED 1937 OVER THE SAN GABRIEL RIVER, 8 METERS NORTH OF THE CENTER LINE OF TELEGRAPH RD. MARKED (BM 77-73 1952)		CITY OF SANTA FE SPRINGS 11710E TELEGRAPH ROAD SANTA FE SPRINGS, CA 90670 PHONE: (562) 868-0511 FAX: (562) 868-7112		 PENCO ENGINEERING, INC. Civil Engineering Planning Surveying One Technology Park Building J-725 Irvine, California 92618 TEL: (949) 753-8111 FAX: (949) 753-0775		SANTA FE SPRINGS PARK & NURSERY <div> CHECKED BY: WES DRAWN BY: CFO SCALE: 1" = 80' DATE: FEBRUARY 03, 2004 JOB# 01275.01 </div>			
△	-	-	ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED, TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 1.000015601		ELEVATION = 146.658' (NAVD '88 / RIVERA QUAD / 2000 ADJ.)						SANTA FE SPRINGS, CALIFORNIA SHEET 1 OF 1			



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

November 15, 2022

NEW BUSINESS

Home Improvement Grant Program – Award of Contract

RECOMMENDATION(S)

- Accept the proposal from Willdan Engineering (Willdan); and
- Award a Contract to Willdan to implement and manage the City's Home Improvement Grant Program in an amount not to exceed \$30,800; and
- Authorize the Mayor or designee to execute a Professional Services Agreement with Willdan.

BACKGROUND

The City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). For FY 2022-2023, the City was granted a CDBG allocation of \$130,000. These funds can be utilized for any proposed CDBG project that meets one of the following three national objectives:

1. Benefit low and moderate-income persons
2. Elimination of slums or blight
3. Meet an urgent need.

At the City Council meeting of February 15, 2022, the City Council authorized the allocation of \$104,000 for the establishment of a Home Improvement Grant Program. Said Program would provide financial assistance in the form of a grant of up to a maximum of \$5,000, to families from Low-to Moderate-Income households for the rehabilitation of owner-occupied, single-family dwelling, including mobile homes, and condominiums/townhomes, and 1-4 unit rental properties.

The amount of \$104,000 for the Home Improvement Program was subsequently increased by an additional \$50,000. The grant amount was also increased from \$5,000 to \$8,000. Total monies available for the Home Improvement Grant Program are \$154,000. Twenty percent (\$30,800) is allocated for administrative cost

On September 26, 2022, a Notice of Request For Proposal was sent to thirteen (13) consultant firms seeking proposals to implement and manage the City's Home Improvement Grant Program. By the Deadline to Submit Proposals of October 11, 2022, only one proposal in the amount of \$29,876, from Willdan was received. After consulting with a representative of the LACDC, staff was advised that in order to meet the procurement requirement for price competition, even if there is only one response, the City needs to reach out and find out why there were no responses from the solicited firms, and recirculate the RFP for an additional three weeks. If at the end of the three weeks, no additional proposals were received, it would be acceptable to award the

Report Submitted By: Maribel Garcia
City Manager Office

Date of Report: November 10, 2022

contract to Willdan Engineering. As a result, the RFP was recirculated on October 9, 2022, to the same Thirteen (13) consulting firms, with a new extended deadline of November 9, 2022. At the end of the November 9, 2022, Deadline to Submit Proposals, once again, Willdan was the only proposal received.

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. They have administered all aspects of CDBG programs for municipalities and are operating or has operated CDBG-funded residential and/or commercial rehabilitation program, including housing rehabilitation, first-time homebuyer assistance, commercial rehabilitation, and public works/community facility projects, in a number of cities, including, but not limited to, the cities of Temple City, La Verne, La Canada Flintridge, Alhambra, Anaheim, Arcadia, Azusa, Baldwin Park, Costa Mesa, Hawaiian Gardens, La Mirada, Montebello, Rosemead, Sierra Madre, and Upland.

Willdan is well qualified to implement and administer the City's Home Improvement Grant Program.

LEGAL REVIEW

The City Attorney's office has reviewed the Professional Services Agreement.

FISCAL IMPACT

There is no fiscal impact to the General Fund since the cost to implement and administer the Program is covered through the 20% administrative cost from the total grant amount and Willdan's cost proposal is less than the 20% administrative cost.



Raymond R. Cruz
City Manager

Attachments:

1. Professional Services Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
WILLDAN ENGINEERING (WILLDAN)**

This Professional Services Agreement ("Agreement") is made and effective as of November 15, 2022 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Willdan Engineering, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A ("Request for Proposal") and Exhibit B ("Proposal"), both attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit B is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceeding Twenty-Nine Thousand Eight Hundred Seventy-Six Dollars (\$29,876.00) 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. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached hereto and made a part 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 Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

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

To Consultant: Willdan Engineering
 2401 East Katella Avenue, Suite 300
 Anaheim, CA, 92806-5909
 Attention: Salvador Lopez, Jr, Director of Planning

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. 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.

23. 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.

24. 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.

25. WAIVER

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

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. 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.

29. ELECTRONIC SIGNATURES

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

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Annette Rodriguez, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Request For Proposal
	Exhibit B	Proposal
	Exhibit C	Fee Schedule
	Exhibit D	Insurance Requirements

EXHIBIT A
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP) Home Improvement Grant Program



City Manager's Office



Table of Contents

I. INTRODUCTION	3
II. BACKGROUND (CITY OF SANTA FE SPRINGS).....	3-4
III. HOME IMPROVEMENT PROGRAM	4
IV. SCOPE OF WORK.....	5-6
V. ELIGIBLE USES OF CDBG GRANT FUNDS.....	6-7
VI. INELIGIBLE USES OF CDBG GRANT FUNDS	7
VII. WORK PRODUCTS	7
VIII. SELECTION PROCESS	8-9
A. EVALUATION CRITERIA AND POINT SYSTEM	
IX. SUBMITTAL REQUIREMENTS	9
X. PROPOSAL AND FORMAT REQUIREMENTS.....	9-11
A. LETTER OF TRANSMITTAL	
B. TABLE OF CONTENTS	
C. EXECUTIVE SUMMARY	
D. QUALIFICATIONS	
E. FORMAT	
F. INSURANCE	
XI. ADDENDA, CHANGES, AND AMENDMENTS	11-12
XII. CONDITIONS FOR RESPONSES TO RFP	12-13
XIII. APPENDICES:	
APPENDIX A – STANDARD CONSULTING SERVICES AGREEMENT	

I. INTRODUCTION

The City of Santa Fe Springs (“City”) invites proposals from consulting firms to implement and manage its Home Improvement Grant Program. The Program is funded through the U.S. Department of Housing and Urban Development (HUD) with Community Development Block Grant (CDBG) funds. The selected firm should be experienced in managing housing rehabilitation for low to moderate income residents and knowledgeable in the use, requirements, and processing of Community Development Block Grant (CDBG) funds. Approximately \$154,000 in CDBG funds have been allocated for the Program and City anticipates the completion of 15 projects within the 2022-2023 Fiscal Year.

The consultant selected through this process will serve as an independent contractor. The tasks are more particularly described in the Scope of Work.

The *new extended* deadline for submitting proposals is 5:00 pm, November 9, 2022. No facsimiles or electronic transmissions will be accepted. For more information concerning the submission requirements, please refer to Section VIII. The City intends to follow, but will not be bound by, the following timeline:

Distribution of RFP	October 19, 2022
Deadline to Submit Proposals	November 9, 2022 at 5:00 p.m.
Review of Submittals	November 10-14, 2022
Schedule Interviews	November 22-23, 2022
City Council Award of Contract	December 6, 2022

For further information and questions concerning the RFP, please send your questions to Maribel Garcia, Municipal Affairs Manager, at maribelgarcia@santafesprings.org. All requests for information and responses to questions will be posted on the City’s website. Please check the City’s website for the latest information and queries concerning this RFP.

II. BACKGROUND

The City wishes to request proposals from qualified consulting firms to implement and manage its Community Development Block Grant (CDBG) funded, Home Improvement Grant Program. The selected firm should be familiar with all applicable CDBG requirements.

The City was incorporated in 1957. It is approximately 8.9 square miles and is located in Los Angeles County. Santa Fe Springs is surrounded by the cities of Cerritos, Downey, Norwalk, La Mirada, Whittier, and Pico Rivera. It is served by the 5 and 605 Freeways. Telegraph Road is the city’s main thoroughfare. According to the latest Census data Quick Facts, the city has 18,678 residents and 5,494 housing units. The racial composition of Santa Fe Springs is 73.3% Hispanic or Latino, 12.7% White alone, not

Hispanic or Latino, 7.6% Asian alone, 5.4% Black or African American alone, 1.2% American Indian and Alaska Native alone, and 1.6% other.

Santa Fe Springs is a largely built-out community and is mostly zoned for industrial uses: 3,500 acres industrial, 520 acres residential, 315 acres commercial, 115 acres public/institutional facilities, and 125 acres parks and open space. The vast majority of the City is designated as a disadvantaged community by CalEPA for the purpose of SB 535, and much of the city qualifies as an AB 1550 low-income community.

III. HOME IMPROVEMENT PROGRAM

The City participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement", every year, the City must make specific application to the County defining the projects to be funded.

For FY 2022-2023, the City was granted a CDBG allocation of \$130,000. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

1. Benefit low-and moderate-income persons
2. Elimination of slums or blight
3. Meet an urgent need.

At the City Council meeting of February 15, 2022, the City Council authorized the allocation of the \$130,000 in the following manner:

- | | | |
|---|-----|-----------|
| • Public Service Authority-Teen Program | 20% | \$26,000 |
| • <i>Home Improvement Program</i> | 80% | \$104,000 |

Teen Program - The City is able to utilize \$26,000 or 20% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Home Improvement Program - This project would provide financial assistance in the form of a grant of up to a maximum of \$5,000, to families from low-to- moderate income households for the rehabilitation of owner-occupied, single-family dwellings, including mobile homes, and or condominiums/townhomes, and 1-4 unit rental properties.

The amount of \$104,000 for the Home Improvement Program has since been increased by an additional \$50,000. The grant amount was also increased from \$5,000 to \$8,000. Total monies available for the Home Improvement Grant Program are \$154,000. Twenty percent (\$30,800) is allocated for administrative cost.

IV. SCOPE OF WORK

The City is seeking a Consultant that has extensive experience in managing housing rehabilitation for low to moderate income residents and knowledgeable in the use, requirements, and processing of CDBG funds, to implement and manage its Home Improvement Program.

General Information.

A. Required Services will include, but not limited to, the following:

1. Create application, guidelines and other forms, documents, etc., required to implement and manage the Home Improvement Grant program.
2. Create and maintain a waiting list.
3. Certify income eligibility as defined in 24 CFR 5.609 to determine household income eligibility.
 - The HUD Income Limits are published by HUD each year. The income limits in place at the time of grant approval will apply when determining income eligibility.
 - HUD income guidelines may be found at this link. <https://www.huduser.gov/portal/datasets/il.html>
4. Verify property ownership.
5. Verify that property is in the City of Santa Fe Springs.
6. Verify that property is owner-occupied.
7. Conduct application review and qualifications, as needed.
8. Provide liaison between Program participants, construction contractors, and City staff.
9. Conduct property inspections to identify requested work eligibility before, during, and after construction work, including providing photos to City staff.
10. Obtain required signatures, put out to bid, perform bid openings, evaluate bids, etc.,
11. Keep updated Contractor's list with all eligible requirements, including proof of insurance,
12. Prepare work write-ups, describing necessary repairs and improvements including line item cost estimates.
13. Conduct final inspections and close out project with all necessary lien releases, notices of completion and Building Inspector's final. Interface with the City's Building and Planning Division as necessary.
14. Conduct pre-construction conferences with the contractor and homeowner.
15. Ensure professional plans are submitted to the Building Division and that contractors obtain permits.
16. Ensure all rehabilitated projects funded with CDBG funds meet local zoning ordinances and building codes.

B. Coordinate bid walks, manage construction contracts, change orders, bid review, and construction contractor selection.

- C. Collect and report information per each application about the uses of CDBG funds at least monthly, including, but not limited to:
 - Proper location and activity
 - Funds budgeted and expended
 - Beginning and ending dates of activities
 - Other data needed to support HUD reporting requirements and performance measures
 - Income, family composition and other information required to document eligibility
- D. Verify construction contractor eligibility (and provide documentation) for:
 - Contractor State License Board license Board license in good standing)
 - Non-debarment or suspension
 - City/Program insurance requirements
 - Valid City business license
- E. Provide oversight of construction progress.
- F. Provide City with regular status reports of rehabilitation projects as requested.
- G. Verify compliance of all Program participants.

V. ELIGIBLE USES OF CDBG GRANT FUNDS

A. INTERIOR/EXTERIOR HOME REPAIRS

1. Painting and refinishing of walls and ceilings Interior and exterior surfaces
2. Wall resurfacing
 - Exterior resurfacing-stucco
 - Interior resurfacing-Plastering, Wallboard and Patching
3. Installation of devices for the elderly or handicapped
 - Ramps, handrails and bathroom fixtures with large handles for the disabled
 - Handrails
4. Roofing repairs
 - Roofing, gutters, downspouts, caulking and tarring
5. Minor and moderate electrical repairs
 - Update existing equipment; rewire non-complying wiring
 - lighting devices and security lights, services, feeders and safety switches
6. Minor and moderate plumbing repairs
 - Water piping, gas piping, sanitary waste and drainage piping, water heater, plumbing fixtures and power clean lines
7. Repair of heater or heating system
 - Existing system, new units and thermostats
8. Minor and moderate cement, masonry or asphalt repairs
 - Concrete work such as walkways, driveway and walls
9. Repair or replacement of interior/exterior openings
 - Doors, windows and locks and screens
10. Minor or moderate tile work only when repairs are needed
 - Bathroom & Kitchen tile work
11. Minor or moderate pest control

- Fumigation and subsequent repairs
- 12. Mold**
 - Address cause as well as remediation
- 13. Testing and removal of lead-based paint according to Federal Law**
- 14. Other repairs necessary for bringing homes into compliance with the rehabilitation standards set forth in City Building Code**

B. ENERGY CONSERVATION ACTIVITIES

1. Weather-stripping doors and windows
 - Caulking and replacement glazing
2. Insulation
 - Attic, walls and water heater
3. Install energy efficient lighting fixtures
4. Installation of ventilation of barriers
5. Installation of energy efficient plumbing fixtures
6. Other eligible energy conservation activities

C. SECURITY/SAFETY IMPROVEMENTS

1. Security devices
2. Dead bolt locks, door security view holes, security fencing and security lights
3. Safety devices such as smoke detectors and safety lighting

VI. INELIGIBLE USES OF CDBG GRANT FUNDS:

1. Materials, fixtures, equipment, or landscaping of a type and quality that exceeds adequate service or that is not customarily used for properties in the same general area.
2. Purchase, installation, or repair of furnishings or fixtures such as intercom systems, portable fans, barbecues, bathhouses, greenhouses, swimming pools, saunas, television antennas, tennis courts, dishwashers etc.
3. Construction of new accessory structures such as garages, patios, decks, storage sheds unless rehabilitating or reconstructed to be code compliant.
4. Acquisition of land.
5. Property tax payments.
6. Room additions or extensions unless there is an overcrowding issue.

VII. WORK PRODUCTS

The format for all textual materials and products will be 8-1/2" x 11", black ink on white paper. In addition, the Consultant shall provide the final textual documents in a format consistent with the word processing program in use by the City at the time of final document delivery (the City currently utilizes the Microsoft Office 2016 suite).

VIII. SELECTION PROCESS

City staff will evaluate all eligible responses in accordance with the criteria listed below. Upon completion of the evaluation phase, staff will interview the appropriate consultants to determine those most eligible. The decision on the number of consultants to interview is solely within the discretion of the Municipal Affairs Manager, who will forward a recommendation to the City Council for final consideration and award of contract.

The City of Santa Fe Springs will select the Consultant on the basis of qualifications and experience. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Firm has five or more years of relevant experience performing services on similar projects.
2. Firm is to provide, with proposal, three to five satisfactory municipal references for work performed in the past five years. Include references from cities of a similar size and character to Santa Fe Springs, the responsibilities of the consultant/sub-consultant, proposed and final budget, and proposed and actual completion dates.
3. Firm can demonstrate understanding of the services requested, the challenges, and opportunities, and knowledge of the disciplines necessary to complete the requested services.

A. Evaluation Criteria and Point System

Firms responding to this RFP will be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Each proposal will be evaluated, in the following areas:

- Firm's experience, project understanding and approach, past performance and quality on similar projects, including qualifications and experience of the key project staff members as demonstrated by their past experience and performance on similar projects. Include resumes of supervisory staff that will have direct charge of the project with educational background and qualifications. City may request copies of such work later in the evaluation process but the Consultant may submit work samples as part of the Proposal for City consideration. **(85 cumulative points)**
- Ability to begin work upon issuance of the notice to proceed **(10 points)**
- Overall cost to the City. Price is not the sole determining factor. The cost estimate is to be submitted in a separate sealed envelope **(5 points)**

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project

cost, backed by itemization of how the costs were developed to implement the Home Improvement Grant Program. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect, "not to exceed" amounts.

IX. SUBMITTAL REQUIREMENTS

Five (5) copies and one (1) electronic copy (thumb drive, CD, etc.) of the proposal must be received by the City of Santa Fe Spring City Manager's Office no **later than 5:00pm on November 9, 2022**. Late proposals, electronic transmittals, and facsimiles will not be accepted.

All proposal and documents submitted become the property of the City of Santa Fe Springs. The **Budget Proposal must be submitted in a separate sealed envelope** with the firm's name and "DO NOT OPEN – HOME IMPROVEMENT GRANT PROGRAM".

Proposals may be submitted by mail or in person to the address shown below.

Maribel Garcia
Municipal Affairs Manager
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals, to accept any proposal, or portion thereof, to waive any irregularity, and to take the proposals under advisement for a 90-day time period as may be required to provide for the best interests of the City of Santa Fe Springs. In no event will an award be made until all necessary investigations are made as to the qualifications of the applicant and a standard consulting services agreement has been awarded by the City Council.

X. PROPOSAL AND FORMAT REQUIREMENTS

The Consultant should demonstrate not only an ability to be a problem solver, but also be capable of presenting innovative approaches to managing waste and recycling management issues.

The Consultant will submit a detailed Scope of Work with a budget. The City may elect to eliminate or modify specific features of any proposal. Therefore, it is imperative that the Consultant provides a meticulously detailed breakdown of the proposal, by each of the identified items under the Scope of Work (where appropriate), project function, timeline, person-hours, hourly rates, and costs.

Proposals must be concise and focused on the specific Scope of Work specified in this RFP and, at a minimum, shall contain the following information in the following order:

A. Letter of Transmittal, signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days. The letter shall also include a) a statement concerning any personal, financial, and/or organizational conflicts of interest prohibited by law, b) a statement that the Consultant has read and agrees to the Standard Consulting Services Agreement and Insurance Requirements or, if there are areas of clarification or disagreement, the Consultant will indicate such in the cover letter. If there are no exceptions, then the proposer agrees to be bound by, and thereby represent its ability to satisfy all terms of the Agreement, if awarded a contract. Alterations or changes to the agreement, which were not in the Consultant's response, will not be made after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

B. Table of Contents: Include page numbers.

C. Executive Summary: Briefly summarize your understanding of the City's intent and purpose for The Home Improvement Grant Program. The Executive Summary should introduce your Proposal and your understanding of the City of Santa Fe Springs, the proposed project, significant steps, methods, and procedures to be employed by your firm to ensure quality products that can be delivered within the required time frames and your identified budget.

D. Qualifications: The proposal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- Corporate organization chart indicating key management team members.
- Number of years in business.
- Description of the firm's capabilities to provide the requested product(s)/service(s).
- Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- Overview of approach and description of methodology to be used.
- Description of project structure and detailed project timelines and phases (if applicable).
- References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the City. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country
 - iv. Contact Name, Title, Phone Number, and Email address

- v. Year(s) service(s) provided
- vi. Comments (include details regarding the current status of the product/service provided by proposer)

E. Format: Limit your proposal to no more than fifteen (15) typed 8.5" x 11" pages. You may attach company brochure materials if you wish, but these must be as separate attachments and independent from the required elements noted above.

- Use a minimum font size of 11 points. Use a 1" margin on all borders.
- Organize your submittal in the order described above.
- Provide five (5) copies of your firm's response and one electronic version (*PDF* on CD or USB/flash drive).
- Prominently label the package: "Waste and Recycling Program Management Services" and include the name of the lead or primary respondent.

F. Insurance: The consultant shall at their own cost and expense, procure and maintain during the term of this agreement, the following:

- Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.
- Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000, combined single limits per accident applicable to all owned, non-owned, and hired vehicles.
- Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employees' Liability policies shall contain the insurer's waiver of subrogation in favor of Agency and City, and their elected officials, appointed officials, agents, employees, officers, volunteers, and servants.
- Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission in an amount not less than \$1,000,000. Said policy shall contain a provision that the same shall not be canceled without at least thirty (30) days noticed to the City thereof. Consultant's insurance shall be written by insurers authorized to do business in State of California with a minimum "Best's" insurance guide rating of "A:VII +"

XIV. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.santafesprings.org), which is deemed adequate notice. Any prospective respondent may submit, via U.S. mail or by e-mail, a

request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

XII. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion, to procure any project-related service by other means, to modify the scope of the project, to modify its obligation or selection criteria, or take other actions needed to meet its goal.
- The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
- No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source. The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.
- The City reserves the right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- The City reserves the right to conduct a background check of any respondent. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential respondent.
- The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City; the City will attempt to provide reasonable notice of the changes.
- Respondents shall not issue any news release pertaining to this RFP, without prior written approval of the City.
- All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City Manager's Office. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure.

Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate respondents. The City reserves its absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- The City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level, or additional services.
- Should a contract be subsequently entered into between the City and respondent, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful respondent shall secure a Santa Fe Springs business license through the City's Department of Finance & Administrative Services at the time the contract is awarded.
- The respondent shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the City, and it shall be under the control of the City only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.

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

This Professional Services Agreement ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and _____, a [sole proprietorship/partnership/limited liability partnership/corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [Insert date] and shall remain and continue in effect until the services described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

dollars (\$__.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. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part 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 Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent 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 CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

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

To Consultant: _____

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 _____ 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 _____ from Consultant's employ. Should he/she 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. LICENSES

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

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement

and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. SERVICES SCHEDULED/TIME OF COMPLETION

[Note: This section is optional and should be included only when the project is particularly time-sensitive.]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code section 53069.85 and that each party hereto is familiar with and understands the obligations of Section 53069.85.

22. AMENDMENTS

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

23. 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.

24. 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.

25. 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.

26. WAIVER

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

27. SEVERABILITY

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

28. COUNTERPARTS

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

29. 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.

30. ELECTRONIC SIGNATURES

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

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

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

EXHIBIT A
SERVICES

EXHIBIT B
FEE SCHEDULE

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.

[Note: Verify minimum limit for each coverage with Risk Manager.]

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.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

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.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Umbrella or excess liability insurance. [Optional depending on limits required]. 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;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class 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.

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.

EXHIBIT B
PROPOSAL



Letter of Transmittal

October 11, 2022

Maribel Garcia
Municipal Affairs Manager
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, CA 90670

Subject: Proposal for Administration of the City of Santa Fe Spring's Home Improvement Grant Program

The City of Santa Fe Springs is seeking an experienced and qualified consultant to provide administration and management for the City's Home Improvement Grant Program, a portion of their overall CDBG program. Willdan is confident that our team can successfully provide the full range of services being requested by the City and in a manner fully consistent with the City's requirements and in a timely manner. Willdan Engineering believes the project team we have assembled is particularly well qualified to assist the City of Santa Fe Springs with their CDBG Program for the reasons outlined below.

Extensive Grant Management and Administration Experience Willdan assists with overall management of grants, including federally funded programs. Our proposed team members understand the grant cycle process from the proposal stage to the grant/contract close-out. Willdan has administered all aspects of various federally funded programs for municipalities and has operated federally funded residential and/or commercial rehabilitation programs such as CDBG, HOME, ESG, and NSP in a number of cities.

Strong Project Management Team Ms. Jennifer Maria will serve as the CDBG Program Administrator. She will be the primary contact for the City and be responsible for day-to-day management of services provided under the contract. Ms. Maria possesses 17 years of experience at the federal and local level drafting, reviewing, and aligning program policies and HUD regulations pursuant to 24 CFR 570, Federal Register, and HUD CPD notices. Ms. Maria is knowledgeable in federally funded program planning.

Full-Service Capabilities Willdan's team can undertake any conceivable Community Development Block Grant (CDBG) assignment the City may encounter. Our team's past assignments encompass a wide range of tasks involving preparing and reviewing environmental assessments; implementing HCD-funded housing projects; performing labor compliance; developing financial and performance reports; and reviewing, selecting, and monitoring subrecipients and contractors.

Mr. Salvador Lopez Jr., Director of Planning, is authorized to act as the principal/management contact representing Willdan Engineering during contract negotiations and execute the agreement. He can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by office phone at (562) 908-6200 extension 6287; by cell phone at (626) 831-1133; or by email at slopez@willdan.com.

Willdan's commitment is to provide the highest degree of value to the City of Santa Fe Springs. To the best of our knowledge, Willdan Engineering has no known conflicts on a personal, financial and/or organizational level. This proposal remains valid for ninety (90) days from the date of this letter. Willdan has read and agrees to the Standard Consulting Services Agreement and Insurance Requirements.

We appreciate the opportunity to present our experience and qualifications and are excited to possibly expand our working relationship with the City. Should you have any questions or need additional information, please contact me at (562) 364-7600, or via email at slopez@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Salvador Lopez Jr.
Director of Planning



Jennifer Maria
Grants Administration Manager



Table of Contents

Letter of Transmittal	1
Table of Contents	3
Executive Summary.....	4
Understanding and Intent	4
Qualifications	4
Methodology	6
References.....	7
List of Similar Services Previously Provided	9
Key Personnel and their Responsibilities	10



Executive Summary

Understanding and Intent

Willdan Engineering understands that the City was awarded \$154,000 as part of the CDBG Program and is seeking a qualified consulting firm to manage and implement this grant for the 2022 – 2023 Fiscal Year. The City is seeking a consulting firm to assist with development of their overall Housing Rehabilitation Program design and administrative processes, marketing plan for program rollout, program implementation, and regulatory reporting of program progress/accomplishments, amongst other critical processes needed to establish a successful housing program intended to serve the residents of the City of Santa Fe Springs.

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) programs for municipalities and are operating CDBG- funded residential and/or commercial rehabilitation programs in a number of cities. Our community development staff has procured grants and other forms of funding from the Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) for a variety of purposes, including housing rehabilitation, first-time homebuyer assistance, commercial rehabilitation, and public works/community facility projects. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing condition surveys, housing element updates, and affordable housing strategies.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity, including those associated with CDBG funds awarded. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines. Additionally, our staff applies sound technical and creative approaches to addressing grant administration issues that arise. We have developed good working relationships with the respective funding agencies, including HUD, HCD, and the LACDA. Our staff regularly attends workshops and seminars sponsored by these agencies to remain current with their regulations and procedures.

Qualifications

Willdan Engineering (Willdan), a California corporation founded in 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – offering a portfolio of diversified strengths. Willdan infuses a corporate culture of *Customer-First* throughout our entire staffing resources and all services provided to our clients.

Willdan's corporate-wide staffing resources encompass over 1,600 employees nationwide. Our organization enables staff to efficiently communicate project challenges and goals companywide – capitalizing on Willdan's full resources to deliver the highest quality and most cost-effective services.



Throughout our 58-year history, Willdan has served as a full-service, multidisciplinary firm specializing in municipal engineering and planning services along with a full complement of support disciplines. Our services and in-house support disciplines encompass traffic, civil, structural, geotechnical, right-of-way, city, and special district engineering; environmental CEQA/NEPA; urban and regional planning; program/construction management and inspection; plan, study, and report review; building safety; drainage and flood control; mapping; and other services such as GIS, utility coordination and relocation, and landscape architecture. With this depth of experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities.

Housing Improvement Program

The Housing Improvement Coordinator will carry out all work items in conjunction with City staff's direction, input, and review. Although the list is not inclusive, additional requirements may be included based upon unforeseeable program changes initiated by the City, CDC, and/or HUD.

As a general scope, Willdan's staff will:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Provide general information to public regarding program and maintain application forms, information brochures, and program guidelines ▪ Conduct preliminary interviews to determine owner's eligibility status and desired improvements for dwelling unit ▪ Process applications for Housing Rehabilitation Program assistance to eligible homeowners utilizing CDBG funds ▪ Obtain required supporting documentation, including income verification, value of property, condition of title, and credit worthiness of applicant ▪ Conduct property inspections and prepare work write-ups and cost estimates ▪ Complete applicable program documents relating to improvement activities, including asbestos and lead-based paint requirements, historical preservation review, etc. ▪ Prepare specifications and bid documents and review received bids with homeowner ▪ Prepare staff reports, correspondence, and/or monthly progress reports to City | <ul style="list-style-type: none"> ▪ Approve selected contractor; prepare and execute documents for home improvement financial assistance ▪ Obtain contractor clearances from State Contractor's License Board and verify non-inclusion on Federal Debarred List ▪ Conduct pre-construction meeting with homeowner and contractor to review proposed work ▪ Conduct progress inspections to ensure work is proceeding in timely manner and to authorize and process progress payments ▪ Execute and record Notice of Completion upon final inspection certifying improvements have been completed in accordance with contract requirements ▪ Acquire lien releases from contractor and subcontractor(s), obtain homeowner's authorization for final payment, and execute closeout of housing rehabilitation work by ensuring permanent file contains required documentation for monitoring and audit purposes ▪ Maintain and update all applicable program data in the County's Rehab Panel for each participant file |
|--|--|



Estimated Schedule

Willdan staff has substantial training and experience providing a variety of community development services to governmental agencies across California. We have administered all aspects of federally funded housing rehabilitation programs for municipalities and are operating CDBG funded residential and/or commercial rehabilitation programs in a number of cities.

Through this long-term involvement in administering housing and community development programs, our team members developed a thorough understanding of program requirements and established sound practices and procedures to maintain a high level of accuracy and productivity. Our community development team members possess strong organization skills and the broad expertise required to apply technical and creative approaches to address administrative challenges that may arise.

The schedule for completing a home improvement project can vary, depending upon the size of the project and the number of contractors involved with the project. However, for a typical home rehabilitation project entailing minor alternations, the improvements could be completed with the project closed out in approximately three (3) months or less. Larger projects involving major roof, plumbing, or electrical improvements could be completed within a six-month timeframe. Program implementation and administration is ongoing throughout the life of the contract

Methodology

Willdan is proposing to provide to the City of Santa Fe Springs the appropriate range of services needed to assist the City with the administration of its Home Improvement Grant Programs in order to ensure HUD compliance and allow City staff to direct their attention and efforts to the many other tasks required of them. Willdan will provide these services to minimize demands upon the time and effort of City staff. Willdan's technical approach to assisting with the administration of the City's CDBG-funded projects/programs involves assigning a well-qualified team, under the direction of a senior member of our staff, to provide the services being requested by the City. Our designated CDBG Program Administrator, Jennifer Maria, will take the lead in providing CDBG administration services and report directly to the department manager in delivering the desired services. She will also be responsible for delegating specific tasks to the other team members, as necessary, and monitoring their performance.

Progress Reports

Willdan shall provide progress reports on a monthly basis, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well. Our team is more than happy to monitor/tailor progress reports to meet the City's needs.



Communication Plan

Prior to commencing administrative CDBG program functions, the Project Manager will meet with City staff to ensure that all information pertaining to the City's goals and objectives are heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of the CDBG programs. Our team will also coordinate with City staff to determine the best method for data sharing to perform various CDBG-related tasks.



Understanding of City Operations

It is our goal to become an extension of the City of Santa Fe Springs's team and to take on any tasks or projects that may be required in accordance with CDBG operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall CDBG administration. Although federal implementation guidelines for the CDBG are generally consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.



Coordination with LACDA

Our team will promptly communicate with the City of Santa Fe Springs' assigned representative (Contract Manager) of the LACDA's Grants Management Unit (GMU) to acquire up-to-date data and information related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with the LACDA office. Thereafter, a consistent line of communication will be maintained with the LACDA office to demonstrate the City's commitment to successfully implementing all CDBG-related activities. Any communication of consequence that arises will be conveyed to corresponding City staff in a timely manner.



Public Outreach

Clear communication with residents and city stakeholders is essential to the effective administration of a CDBG program/project. Our team is committed to developing a comprehensive understanding of the Community's housing and public service needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.



CDBG Administration - Home Improvement Program

Willdan staff possesses the experience to administer all aspects of CDBG-funded activities under the Urban County program. Willdan will provide guidance for the administration and implementation of the City's CDBG-funded Home Improvement program, including determining participant eligibility, maintaining accurate/complete project files and required program documentation throughout the course of the program, as well as active monitoring of the program's progress and processes to assure continued compliance with all federal, state, and local regulations and procedures. Our team is familiar with LACDA's processes and proficient in the use of all aspects of the CDD partner homepage, including but not limited to the Rehab Panel module.



Customer Service

The Willdan team is not only committed to maintaining the highest quality of service for the City of Santa Fe Springs external customers, but just as importantly, for its internal customers. Our mission is to actively put forth efforts to develop and nurture positive working relationships with City staff to foster the spirit of teamwork. Effective collaboration with City staff is essential to our success in providing the best CDBG services for the community.



References

Provided below for your review and consideration are highlighted relevant projects Willdan has selected to showcase our experience. These project descriptions also include client contact information and key staff assigned. We are proud of our reputation for customer service and encourage you to contact our



past clients concerning our commitment to completing these assignments within the agreed upon project timelines and budget.

CDBG Housing Rehabilitation Administration

City of Temple City
9701 Las Tunas Drive
Temple City, California 91780

Contact: Adam Gulick, Associate Planner
(626) 285-2171 extension 4313
sgulick@templecity.us

Services Description:

Willdan provided technical assistance with administration of the City's Community Development Block Grant (CDBG) funded Housing Rehabilitation Program. Our staff members assisted Temple City with this program for over 10 years and participated in numerous home rehabilitations since the beginning of the services contract. Most recently, Willdan assisted the City with administering and implementing an Emergency Small Business Assistance Program funded by the CARES Act.

Dates of Service: 2011 to 2021

CDBG Housing Rehabilitation Administration

City of La Verne
3660 D Street
La Verne, CA 91750

Contact: Candice Bowcock, Principal Planner
(909) 596-8706
cbowcock@cityoflaverne.org

Services Description:

Willdan staff members provided guidance and assistance to American Rescue Plan Act (ARPA) funds recipient helping the recipient develop, market and implement a Housing Rehabilitation Program that addresses the City's housing needs for eligible single-family homes and mobile homes.

Dates of Service: 2021 to Present

CDBG Program Administration

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011

Contact: Lisa Brancheau, Sr. Management Analyst
(909) 790-8881
bbrancheau@lcf.ca.gov

Services Description:

Willdan is providing grant administration services to administer the City's CDBG Funded Housing Rehabilitation program for eligible single-family homes, as well as administer the CDBG funded sewer connection line for eligible residents.

Dates of Service: 2021 to Present



List of Similar Services Previously Provided

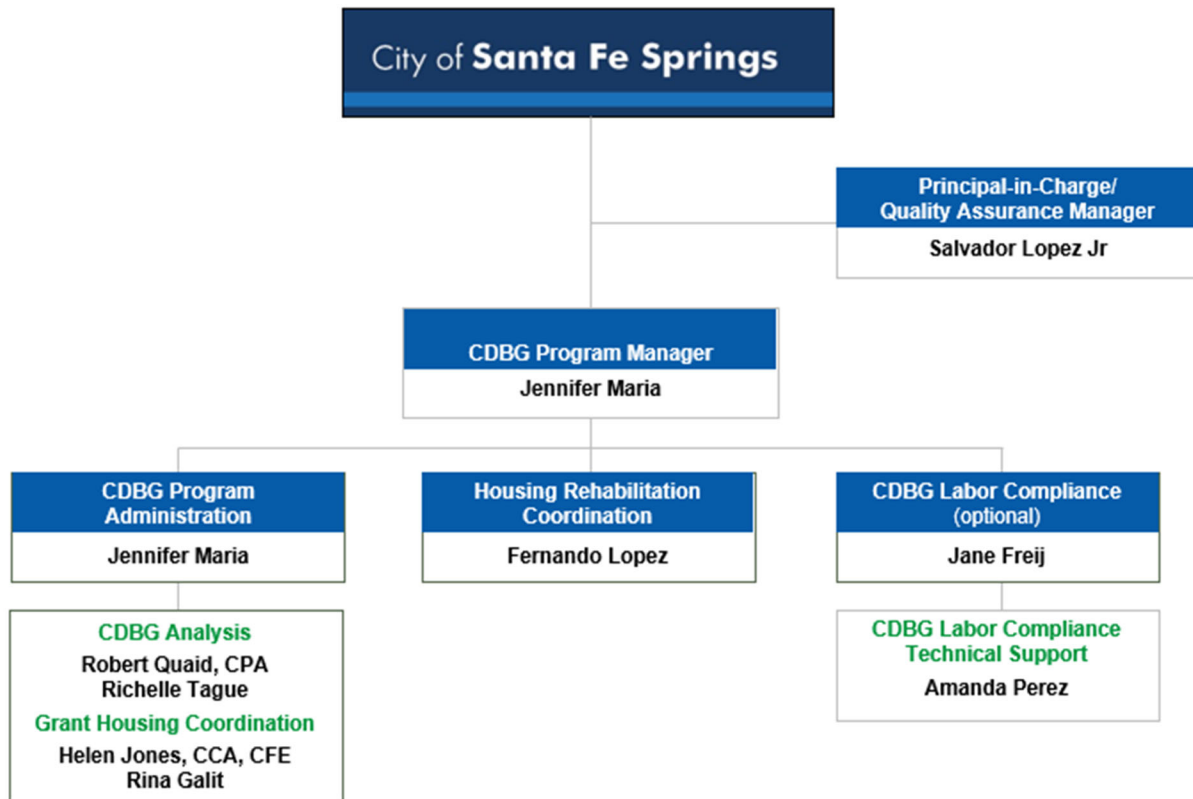
The following table shows the extent of our CDBG, HOME, and other Community Development Experience for municipalities throughout California.

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment
City of Alhambra					•	•	
City of Anaheim		•	•				•
City of Arcadia					•		
City of Azusa	•				•	•	
City of Baldwin Park					•		
City of Bell	•	•			•	•	
City of Bellflower	•	•			•		
City of Bell Gardens	•	•			•	•	
City of Carson					•		
City of Cerritos							•
City of Corona		•					
City of Costa Mesa		•			•		•
City of Covina		•					
City of Cudahy		•					
City of Culver City	•		•		•		
City of El Monte		•					
City of Hawaiian Gardens	•	•	•		•	•	•
City of Huntington Park				•	•	•	
City of La Habra		•	•		•	•	•
City of La Mirada					•		
City of La Puente		•				•	•
City of Long Beach		•			•		
County of Los Angeles					•	•	•
City of Lynwood	•	•			•		•
City of Maywood							•
City of Montebello					•		
City of Norco					•		
City of Paramount	•	•			•	•	•
City of Rosemead	•	•		•	•	•	
City of San Gabriel		•			•	•	
City of San Joaquin	•	•		•	•		
City of Santa Monica		•	•		•		
City of Sierra Madre	•				•		•
City of South El Monte		•			•		
City of Upland	•		•		•	•	•
City of Whittier							•



Key Personnel and their Responsibilities

Willdan has assembled a highly qualified project team. Our team organizational chart is provided below, followed by the qualifications of our key staff.



Willdan's **Director of Planning, Salvador Lopez Jr**, will provide corporate oversight, ensuring that any staff members we place with the City perform to the City's and Willdan's expectations of excellence. **Mr. Lopez will be available to the City for any issue they need to discuss regarding Willdan's work for the City.**

Ms. Jennifer Maria will serve as Program Administrator. She will have overall management and oversight responsibility of the program and serve as the City's single point of contact. Ms. Maria will assign projects or tasks requested by the City to appropriate staff members. Ms. Maria possesses the leadership and community development expertise to support the City of Santa Fe Springs's program development and administration needs. She possesses over 17 years of extensive working knowledge of – and experience with – public policy, HUD regulations, administration of projects/programs for entitlement agencies, and community planning and development at the federal level. This background encompasses reviewing and aligning program policies with HUD regulations under 24 CFR 570 and allocating Federal Register and HUD CPD notices.



Our staff exhibits a very personable yet professional style in working with City staff. The combination of team members provides the City with adequate staff coverage to meet both normal daily and any fluctuating program demands. Our team members are as follows:

Team Member, Years of Experience, and Role	Education	Specific Project Experience Summary
Salvador Lopez Jr. <i>22 Years of Experience</i> <i>7 years with Willdan</i> Principal-In-Charge	<ul style="list-style-type: none"> BS, Urban and Regional Planning, California State Polytechnic University, Pomona 	<ul style="list-style-type: none"> Principal-in-Charge, Quality Assurance Manager, CDBG Program Administration, City of Moreno Valley Principal-in-Charge, Quality Assurance Manager, CDBG Program Administration, City of Torrance Principal-in-Charge, Quality Assurance Manager, CDBG Program Administration, City of Temple City
Jennifer Maria <i>17 Years of Experience</i> <i>4 years with Willdan</i> Project Manager	<ul style="list-style-type: none"> BS, Business Administration, Mount Saint Mary's University, Los Angeles Mathematics in Applied Science (Accounting), University of California, Los Angeles Certificate, Grant Writing and Administration, California State University, Dominguez Hills 	<ul style="list-style-type: none"> Program Administrator, Housing Rehabilitation Program, Cities of La Verne and La Canada Flintridge. Lead Grant Analyst, On-Call Grant Administration, City of Moreno Valley CDBG Coordinator, CDBG/CDBG-CV Program Implementation and Administration, City of Cudahy Administrative Assistant, CDBG Program Implementation and Administration, City of Cudahy
Fernando Lopez <i>25 Years of Experience</i> <i><1 year with Willdan</i> Rehabilitation Housing Coordinator	<ul style="list-style-type: none"> BS, Management and Human Resources Section 8 Housing Quality Standards Lead Based Paint Visual Assessment, U.S. Department of Housing and Urban Development PC 832 – Powers of Arrest, State of California Commission on Peace Officer Standards and Training Addressing Lead Based Paint in Federally Assisted Housing 	<ul style="list-style-type: none"> Housing Manager, Housing and Economic Development Program Administration, City of El Monte Community & Economic Development Senior Supervisor, Rehabilitation and Rental Assistance Programs Administration, City of Pico Rivera Housing Project Manager, Various Housing Programs Administration, City of Alhambra Property Rehabilitation Specialist, Various Housing Programs Administration, City of Huntington Park Eligibility Worker II, Public Assistance Programs Administration, County of Los Angeles

*Resumes for optional supporting team members are available upon request.



Salvador Lopez Jr.

Principal-in-Charge/Quality Assurance Manager

Profile Summary	
Education:	<i>BS, Urban and Regional Planning, California State Polytechnic University, Pomona</i>
Experience:	<i>22 Years</i>

Mr. Salvador Lopez possesses planning expertise and experience spanning all aspects of planning, including current, advance, and environmental planning, as well as active transportation planning and housing and community development. He is highly experienced at managing multi-disciplinary teams.

Relevant Project Experience

CDBG Program Administration, City of Temple City, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case basis. Willdan administered the Emergency Small Business Assistance Program funded by the CARES Act.

CDBG Program Administration, City of Torrance, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case basis. Willdan is assisted with a special project involving a Los Angeles Urban County CDBG-CV recipient to create and administer a rental assistance program.

HUD-funded Program Administration, City of Moreno Valley, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is assisting with administration of HUD-funded programs such as Neighborhood Stabilization Program and HOME Investment Partnership Program.

Contract Planning Services, City of Redlands, California. Project Manager responsible for overall project management and oversight for interim staffing resources provided to the City.

On-Call CEQA/NEPA Planning Services, City of Claremont, California. Project Manager responsible for overall project management and oversight for CEQA/NEPA documentation services necessary to implement the City's planned developments.

Contract Planning Services, City of Long Beach, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City.

Contract Planning Services, City of Cudahy, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City.

Contract Planning Services, City of Hawaiian Gardens, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City.

Contract Planning Services, City of South Gate, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City.

On-Call Current Planning Services, City of Elk Grove, California. Project Manager responsible for overall project management and oversight of planning services provided to the City.

Contract Planning Services, County of Sacramento, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City.

On-Call Planning Services, City of El Monte, California. Project Manager responsible for overall project management and oversight of on-call planning services provided to the City.



Jennifer Maria

CDBG/Housing Administration Manager (Project Manager)

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ BS, Business Administration, Mount Saint Mary's University, Los Angeles, California. Magna Cum Laude ▪ Mathematics – Applied Science (Accounting), University of California, Los Angeles ▪ Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California
Experience:	17 Years

Ms. Jennifer Maria is a Willdan Engineering CDBG Administrator with 17 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement, Economic Development, Public Facilities and Public Service Programs.

Relevant Project Experience

Housing Rehabilitation Services, City of La Verne, California. Ms. Maria assists the City of La Verne with implementation services for an ARPA-funded Housing Rehabilitation Program. Ms. Maria assisted the City with program guideline development and marketing strategies. She currently assists the City with client intake processes, program eligibility determinations, home inspections, work write-ups, bid review, and project management for each participant file.

Housing Rehabilitation & Sewer Connection Program Implementation Services, City of La Cañada Flintridge, California. Ms. Maria assists the City with implementation services for the CDBG-funded Housing Rehabilitation Program & Sewer Connection Program. She performs client intake processes, program eligibility determinations, and full project oversight for each participant's project file.

Grant Administration Services, City of Moreno Valley, California. Special Projects Support. Ms. Maria currently assists in the provision of on-call grant administration services to the City for their CDBG, HOME, NSP and ESG programs. Assists with the implementation of the NSP1, NSP3 and HOME funded affordable housing project and provides as-needed technical advisement for CDBG program administration.

CDBG Coordinator, City of Cudahy, California. Managed the implementation and administration of all aspects of the City's Community Development Block Grant (CDBG) Program under the Los Angeles Urban County Program. Monitored rules and administered, regulations, procedures, forms, records, request for proposals, and reports in accordance with all applicable rules and regulations, as they applied to each individual CDBG-funded activity. Developed, implemented, and maintained program information, evaluation and reporting systems; prepared and submitted grantee performance reports, including project descriptions and program budgets. Assisted in the preparation of budgets, requests for proposals and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG; serves as principal contact with the LA County Community Development Authority (LACDA). Prepared staff reports for the City Council and required to attend City Council Meetings and/or City Commission meetings as necessary. Reviewed CDBG Funding requests under the supervision of the Community Development Director and the Finance Director. Responsible for oversight of in-progress monitoring requests from LACDA.

City of Cudahy, California. Account Clerk - Business License. Provided technical assistance to all potential businesses and contractors during the application process. Managed the CDBG-funded Business Assistance Program.



Fernando Lopez

Housing Rehabilitation Coordinator

Profile Summary	
Education:	■ <i>BS, Management and Human Resources</i>
Experience:	<i>25 Years</i>

Mr. Fernando Lopez possesses in-depth expertise in community development and residential and commercial rehabilitation programs. His experience encompasses administering public agency housing and economic development programs, managing grant funding, and preparing reports submitted to the U.S. Department of Housing and Urban Development, State of California Department of Housing and Community Development, and various City Councils.

Relevant Project Experience

Public Assistance Programs Administration, County of Los Angeles Department of Public Social Services, Los Angeles, California. Eligibility Worker II responsible for assisting with the County's public assistance programs. Investigated and resolved client issues with public assistance cases. Screened and processed annual certification for benefits. Worked with outside agencies to resolve client case issues. Served as a liaison between the Los Angeles County Department of Public and Social Services and the Tribal Temporary Assistance for Needy Families Program.

Housing and Economic Development Program Administration, City of El Monte, California. Housing Manager responsible for program administration for the City's Housing and Economic Development programs utilizing federal and state funding such as Community Development Block Grant, HOME Investment Partnership Emergency Solutions Grant, and CA HOME. Managed \$1.5 million grant funding, prepared reports submitted to the U.S. Department of Housing and Urban Development, State of California Department of Housing and Community Development, and the City Council.

Rehabilitation and Rental Assistance Programs Administration, City of Pico Rivera, California. Community & Economic Development Senior Supervisor responsible for assisting with administration of Pico Rivera's Residential Rehabilitation Program, Commercial Rehabilitation Program, and Section 8 Rental Assistance Program.

Various Housing Programs Administration, City of Alhambra, California. Housing Project Manager responsible for assisting with development, planning, implementation, and administration of the Housing Division's goals and objectives. Administered the City's Residential Rehabilitation, Commercial Rehabilitation, and First Time Homebuyer Programs; Acquisition Rehabilitation Projects; and Affordable Housing Development.

Various Housing Programs Administration, City of Huntington Park, California. Property Rehabilitation Specialist responsible for administering the City's Residential Rehabilitation, Commercial Rehabilitation, Minor Home Repair Program, Pride Award, and First Time Home Buyers Programs.

Section 8 Housing Quality Standards Inspections, Baldwin Park Housing Authority, Baldwin Park, California. Housing Inspector responsible for conduction initial, annual, and move-out Section 8 Housing Quality Standards inspections. Assisted Property Rehabilitation Program applicants in determining the scope of property rehabilitation necessary to upgrade their homes to compliance standards.

Code Compliance, City of Baldwin Park, California. Code Enforcement Officer responsible for reviewing and investigating complaints related to zoning, property maintenance, public safety, and land use ordinance regulations.



EXHIBIT C
FEE SCHEDULE

Proposed Fee for Providing Services

Willdan proposes the following not-to-exceed fee of \$29,876 to provide administration services for the City's CDBG-funded Home Improvement Program for a one-year period.

Cost Estimate – General Administration/Reporting

Service Type	Time Estimate	Cost Estimate (Flat Fee)
Home Improvement Program Administration	8-10 Hours per Week	\$29,876

NOTE: Hours may fluctuate based on number of client files administered for each program.

Staff Hourly Rates

Staff Member	Project Role	Hourly Rate*
Salvador Lopez, Jr.	Principal-in-Charge	\$216
Jennifer Maria	CDBG Program Administrator	\$165
Fernando Lopez	Housing Rehabilitation Coordinator	\$110
Robert Quaid, CPA	CDBG Analyst (Optional)	\$125
Helen Jones	Grant Management and Housing Support (Optional)	\$105
Richelle Lane	Grant Management and Housing Support	\$105
Jane Freij	Labor Compliance Manager (Optional)	\$158
Amanda Perez	Labor Compliance Specialist (Optional)	\$120

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to postage; travel expenses; mileage (current prevailing rate); and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

The City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to the City or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.



EXHIBIT D

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

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

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

Other provisions or requirements

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

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

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

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

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

policyholders' Rating of A- (or higher) and Financial Size Category Class 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.

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.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

November 15, 2022

NEW BUSINESS

Fiscal Year (FY) 2021-22 Preliminary Year-End Review

RECOMMENDATION

- Authorize the transfer of \$16.6 million from the FY 2021-22 increase in available General Fund balance to the following reserves and/or funds:
 - \$8.0 million of available balance to the Unfunded Liability Reserve for deposit into the California Employer's Pension Prefunding Trust (CEPPT)
 - \$6.0 million of available balance to the Capital Improvement Program (CIP) Fund
 - \$1.0 million of available balance to the Equipment Replacement Fund
 - \$1.6 million of available balance to the Economic Contingency Reserve
- Authorize the transfer of \$2.4 million from the FY 2021-22 increase in available Water Fund balance to the Water CIP Reserve Fund.

BACKGROUND

As part of the City's annual fiscal year-end procedures, staff compiles an "unaudited" summary of the City's actual General Fund and Water Fund revenues and operating expenditures compared to the adjusted budget. While the figures are not final, nor official, the summary is instrumental in helping staff assess prior year expenditures and current financial trends in order to incorporate the information into future budget estimates and to assess the City's current financial position. Staff expects to provide complete year-end audited figures as part of the full Annual Comprehensive Financial Report upon the completion of the audit.

Actual vs. Budget Information

Attached are revenue and expenditure summaries illustrating comparisons between budgeted and actual figures. Although the City's operations in FY 2021-22 were, in part, influenced by the pandemic and its effect on the national economy, the City was fortunate, from a financial perspective, given that the Sales Tax base was relatively unaffected by the pandemic. The City experienced little to no effect on our revenue stream. The Sales Tax generated in FY 2021-22 of \$39.3 million, the highest ever in the City's history, greatly surpassed the prior year amount of \$32.1 million. The Sales Tax revenue/growth is critical to the City's finances as it represents over half of all General Fund revenues.

This is also the third full year of collecting the voter-approved Transaction & Use Tax (Measure Y) and its trend continues to be very favorable for the City. Measure Y has alleviated some of the financial burdens that have threatened our strong financial position. Even during the global pandemic, Measure Y was a consistent and reliable



City of Santa Fe Springs

City Council Meeting

November 15, 2022

stream of revenue for the City. The Sales Tax and Measure Y combined represent approximately three quarters (74.1%) of General Fund revenues.

Additionally, across the General Fund, the actual year-end financial information is favorable for both revenues and expenditures. Revenues, in general, are higher than anticipated by 11.5% and expenditures are less than budgeted amounts by 6.8%. The influx in additional revenue coupled with significant savings from operating costs across departments due to COVID-19's impact on in-person activities has created an operating surplus of approximately \$16.6 million for FY 2021-22.

The revenues in the Water Fund were higher than anticipated by about 1.2% and expenditures were 14.1% under budget. The actual revenues were \$15.9 million and actual expenditures were \$13.5 million, which resulted in an increase in available fund balance of \$2.4 million.

GENERAL FUND

Overall, General Fund revenues were approximately 11.5% higher than anticipated at \$74.1 million; revenues exceeded the budget estimate by approximately \$7.6 million. This high variance is primarily due to the Sales Tax, the Transaction and Use Tax (Measure Y), Utility Users Tax (UUT) and the Property Tax, all of which exceeded budget estimates by 16% to 30%. Revenue estimates were initially somewhat conservative given the uncertainties surrounding the continuing effects of the pandemic; however, the midyear revenue budget reflected an increase of \$1.6 million or 2.5% to reflect better than expected results. Even with this adjustment, the final results came in 11.5% over budget and 7.9% greater than FY 2020-21. Additionally, the revenue of \$74.1 million is net of an approximately \$5 million reduction of investment earnings due to market declines in the City's investment portfolio.

Sales Taxes reached an all-time high for FY 2021-22 coming in at \$39.3 million and 22.7% over budget. Part of the revenue growth is related to a sales tax sharing agreement entered into with the City of Vernon regarding tax generated by a business located in both cities. While the agreement provides a healthy boost to sales tax, the City still experienced significant growth within the existing sales tax base. Measure Y also finished the year 16.2% over budget at \$15.7 million, also a record level for the three-year old tax.

Property Taxes generated during FY 2021-22 totaled \$5.4 million, which is \$1.2 million over the anticipated amount. Approximately \$3.1 million of the \$5.4 million received was from Property Tax allotments and \$2.3 million were from Residual Property Tax (former Redevelopment Agency). Increases to both sources was a direct result of higher assessed valuation throughout the City.



City of Santa Fe Springs

City Council Meeting

November 15, 2022

The UUT came in at 17.4% over budget expectations at \$7.2 million. The UUT was a revenue that staff was closely monitoring given that there was a downward trend observed for the UUT. However, on a year-over-year comparison, the UUT increased by approximately \$600,000 over the previous year and \$1.1 million over the past two years. The two year's positive performance does not necessarily indicate a new trend; however, it is an encouraging indication. Staff will continue to monitor and adjust figures as appropriate.

Franchise Tax and Motor Vehicle in Lieu Tax exceeded budget expectations by 15.5% and 4.1%, respectively. The Other Taxes category is the only tax revenue source that was under budget by \$138,807 or 8.7%. This is primarily due to changes in the ownership structure of the City's largest oil producer which has caused the City's Barrel Tax to fall into arrears. Staff is currently working with the new ownership structure to bring the producer current on past-due taxes.

In the Use of Money, Property, & Other Category, revenues of approximately \$4.3 million were received for items such as Interest, Development and Green Waste Host Fees, Ground Leases and other rental income, and the Water Utility lease payment. However, accounting rules require the recording of changes in market values of the City's investment portfolio, which resulted in a reduction of these revenues of approximately \$5.2 million.

Operating Expenditures

Overall, in the General Fund, operating department expenditures totaled \$53.6 million, providing a savings of approximately \$3.9 million (6.8%) compared to the midyear budget figures. Although there were customary actual-to-budget departmental fluctuations, all departments realized savings primarily through labor and operational savings due to the pandemic's impact on in-person activities.

The Fire-Rescue Department realized savings of approximately \$865,000 through labor savings, increased applied revenues and other operational savings throughout their activities. The Community Services department generated approximately \$1.0 million in savings, while the Public Works and Police Departments generated \$735,000 and \$236,000 in savings when compared to the midyear budget, respectively. Planning & Building's applied (departmental) revenues, primarily the building inspection fees, enabled the department to achieve \$503,000 in saving while the Finance and General Government Departments generated approximately \$679,000 and 370,000 in savings, respectively.

Summary

Below is a summary comparing the General Fund's budgeted vs. actual year-end figures followed by a discussion of potential uses of the available balance.



City of Santa Fe Springs

City Council Meeting

November 15, 2022

GENERAL FUND (see attachment for details)	Adjusted Budget	Actual*
Revenues	\$66,464,570	\$74,095,195
Operating Expenditures	(57,551,200)	(53,642,994)
Vehicles/Transfers/Non-Recurring	(4,478,931)	(3,824,186)
Total Uses	\$(62,030,131)	\$(57,467,180)
Net Increase in Available Fund Balance	\$4,434,439	\$16,628,015

*Unaudited figures

Recommended FY 2021-22 General Fund Surplus Allocation Plan

Given the rising pension costs and organizational needs going forward, the following allocation plan is recommended for FY 2021-22:

- \$8.0 million of the available balance to the Unfunded Liability Reserve for deposit to the City's account with the California Employer's Pension Prefunding Trust (CEPPT). This will help to mitigate annual unfunded liability increases and/or increases to the Employer Contribution Rates; in 2022, CalPERS reported a 6.1% loss on investments. This is 12.9% lower than the 6.8% target, which will result in a substantial increase in costs to the City. At June 30, 2022, the City pension plans are expected to be funded at approximately 61% which is substantially underfunded and lower than more than 90% of all CalPERS agencies.
- \$6.0 million of the available balance to the Capital Improvement Program (CIP) Fund to support critical deferred maintenance needs; this allocation is over and above the \$2.8 million in annual funding.
- \$1.0 million of the available balance to the Equipment Replacement Fund to support the replacement of critical City equipment, such as vehicles and other gasoline or diesel-powered equipment. This will bring the balance in the Fund to approximately \$5.3 million.
- \$1.6 million of the available balance to the Economic Contingency Reserve to offset any major variation in General Fund revenues and/or offset any other unforeseen cost increases. Currently, the reserve has a balance of \$6,125,000 and with the additional funding proposed, the new balance would be \$7,725,000.



City of Santa Fe Springs

City Council Meeting

November 15, 2022

WATER FUND

Revenues

In the Water Fund, revenues received were higher than the budget amount by approximately \$188,000 or 1.2%, which is essentially right on budget. Interest earnings came in \$34,000 greater than anticipated (61%). Other revenues were \$125,000 over budget primarily due to trunk line connections, federal grant funding, and refunds from the City's risk management insurance authority.

Operating Expenditures

Similar to the General Fund, the Water Fund experienced overall expenditure savings of \$2.2 million or 14.1% in the operating activities. Labor and operational savings were realized in all of the budget activities. The greatest savings were in the Distribution System Maintenance activity at \$615,000 with an additional \$418,000 in savings realized in the Water Purchases activity. An additional \$1.2 million in savings were realized within the Administration, Billing and Collection, Backflow, and Production Facilities Maintenance activities.

Summary

The Water Fund's budgeted vs. actual year-end figures are summarized in the table below:

WATER FUND	Adjusted Budget	Actual*
Revenues (see attachment for details)	\$15,756,200	\$15,944,025
Operating Expenditures (see attach. for details)	(15,756,200)	(13,537,675)
Net Increase in Available Fund Balance	\$ -	\$2,406,350

*Unaudited figures

Potential Use for Water Fund Balance

Given the water infrastructure needs and available funding for necessary projects, the recommended use of the Water Fund Balance is to deposit \$2.4 million into the Water CIP Reserve Fund. The additional funding will be critical to support the long-term improvement of the water system.

FUTURE OUTLOOK

As discussed above, both the City's General Fund and Water Fund experienced positive results for FY 2021-22 despite the impacts from the pandemic. Both funds



City of Santa Fe Springs

City Council Meeting

November 15, 2022

are reporting increases in available fund balances and the Sales Tax and Measure Y provided a significant increase to the City's revenue base. However, there are a number of issues to call to the City Council's attention as we look to the future:

- CalPERS Unfunded Liability and Normal Costs contributions are expected to continue to increase over the next nine years. These projections are based on actuarial reports from June 30, 2021 and as adjusted for the loss experienced by CalPERS as of June 30, 2022. In addition, and perhaps more significantly, if investment performance does not meet expectations in the long-term, the rates could escalate even higher, which can occur given the current economic environment. In fact, for the year ended June 30, 2022 CalPERS experienced a 6.1% loss on investments. While the City will not receive an updated actuarial valuation until 2023, we know that the losses will add to the City's unfunded liabilities and annual required payments. The CalPERS contributions affect both the General Fund and Water Fund.
- Infrastructure funding will be critical in the upcoming years. While there are funds and accounts that have been established by the City Council, the City will be challenged to continue to set adequate funding aside on an ongoing basis.
- The City is particularly sensitive to changes in the economy. The City's reliance on sales tax makes the City susceptible to economic downturns faster than other agencies which rely on revenue sources such as property taxes. Additionally, the City's industrial business-to-business sales tax base also causes the City's sales tax to behave differently than regional and statewide trends, making predicting sales tax more challenging. Add to this, economic indicators such as inflation, interest rates, and GDP and we are left with significant unpredictability regarding future revenues. Consequently, the City continues to budget conservatively and put funding away to ease the burden when the inevitable downturns occur.
- Proposals also continue to be brought forward to modify the state's allocation methodology for sales tax revenues, primarily concerning on-line sales transactions. Most proposals would result in a reduction of sales tax for Santa Fe Springs. The City continues to be actively involved in these discussions and argues against proposals that would negatively impact the City; however, it is a continuing threat which must be acknowledged.

Under the current fiscal environment, revenues are expected to exceed expenditures over the next couple of years, but this structural surplus is expected to decrease each year given the negotiated salary increases, new positions added to the organization and other increases in operating costs. As such, staff will continue to pursue internal



City of Santa Fe Springs

City Council Meeting

November 15, 2022

operating efficiencies and strategies to minimize costs and impacts to City services while exploring new and innovative revenue ideas. Staff will continue to work with the City Council to explore not only new revenue options but cost containment strategies as well.

Raymond R. Cruz
City Manager

Attachment(s):

1. Attachment A – General Fund – FY 2021-22 Budget to Actual Summary (Unaudited)
2. Attachment B – Water Fund – FY 2021-22 Budget to Actual Summary (Unaudited)

Revenues

Type	Adjusted Budget	Actual	Variance: Actual vs. Final Favorable / (Unfavorable)	
			\$	%
Sales Tax	\$ 32,000,000	\$ 39,265,370	\$ 7,265,370	22.7%
Transactions & Use Tax	13,475,000	15,661,416	2,186,416	16.2%
Utility Users Tax	6,100,000	7,163,048	1,063,048	17.4%
Franchise Tax	3,165,000	3,656,441	491,441	15.5%
Property Tax	4,117,500	5,363,947	1,246,447	30.3%
Motor Vehicle In Lieu Tax	2,266,000	2,359,894	93,894	4.1%
Other Taxes	1,597,990	1,459,183	(138,807)	-8.7%
Use of Money, Property, & Other	3,743,080	(834,104)	(4,577,184)	-122.3%
Total Revenues	66,464,570	74,095,195	7,630,625	11.5%

Expenditures (Operating Departments)

Department/Activity	Adjusted Budget	Actual	Variance: Actual vs. Final Favorable / (Unfavorable)	
			\$	%
General Government	\$ 2,873,500	\$ 2,503,690	\$ 369,810	12.9%
Finance and Admin Svcs.	6,730,200	6,051,666	678,534	10.1%
Police	14,521,200	14,284,965	236,235	1.6%
Fire-Rescue	18,479,100	17,614,051	865,049	4.7%
Planning and Development	1,202,800	699,831	502,969	41.8%
Public Works				
Engineering	706,900	440,338	266,562	37.7%
Maintenance	8,531,600	8,063,223	468,377	5.5%
Subtotal	9,238,500	8,503,561	734,939	8.0%
Community Services				
Administration	708,200	592,817	115,383	16.3%
Parks and Recreation	2,411,800	2,190,465	221,335	9.2%
Library & Cultural Services	1,980,200	1,601,288	378,912	19.1%
Family & Human Services	1,686,900	1,431,005	255,895	15.2%
Subtotal	6,787,100	5,815,575	971,525	14.3%
Overhead Recovery *	(2,281,200)	(1,830,345)	(450,855)	-19.8%
Total Operating Expenditures	\$ 57,551,200	\$ 53,642,994	\$ 3,908,206	6.8%

* In the budget document, overhead recovery is included within the Finance & Admin. Services Dept.

Other Sources and Uses

Type	Adjusted Budget	Actual	Variance: Actual vs. Final Favorable / (Unfavorable)	
			\$	%
Vehicle Acquisitions/Replacements	-	-	-	0.0%
Interfund Transfers	2,800,000	2,800,000	-	0.0%
Non-Recurring	1,678,931	1,024,186	654,745	39.0%
Total Vehicles/Transfers/Non-Recurring	\$ 4,478,931	\$ 3,824,186	\$ 654,745	14.6%
Net Increase in Available Fund Balance	\$ 4,434,439	\$ 16,628,015	\$ 12,193,576	275.0%

Revenues

Type	Adjusted Budget	Actual	Variance: Actual vs. Final Favorable / (Unfavorable)	
			\$	%
Metered Water Sales	\$ 15,700,000	\$ 15,729,229	\$ 29,229	0.2%
Interest	55,000	88,540	33,540	61.0%
Other	1,200	126,256	125,056	10421.3%
Total Revenues	15,756,200	15,944,025	187,825	1.2%

Department/Activity	Adjusted Budget	Actual	Variance: Actual vs. Final Favorable / (Unfavorable)	
			\$	%
Administration	\$ 1,528,100	\$ 1,129,349	\$ 398,751	26.1%
Purchases	7,380,000	6,962,310	417,690	5.7%
Billing and Collection	1,332,700	1,014,855	317,845	23.8%
Backflow	370,300	144,008	226,292	61.1%
Distribution System Maintenance	1,850,600	1,235,393	615,207	33.2%
Production Facilities Maintenance	947,900	707,651	240,249	25.3%
Debt Service	496,000	496,000	-	0.0%
Interfund Transfers	1,850,600	1,848,109	2,491	0.1%
Total Operating Expenditures	\$ 15,756,200	\$ 13,537,675	\$ 2,218,525	14.1%
Net Increase in Available Fund Balance	\$ -	\$ 2,406,350	\$ 2,406,350	-