



AGENDA

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

October 5, 2021
6:00 P.M.

Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Annette Rodriguez, Mayor Pro Tem
John M. Mora, 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 complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

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.

1. CALL TO ORDER

2. ROLL CALL

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

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

HOUSING SUCCESSOR

6. CONSENT AGENDA

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

Minutes of the September 7, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

NEW BUSINESS

7. Approval of Resolution No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006 Related to four Housing Successor Agency actions on the Lakeland and Laurel Affordable Housing Project. 1) Loan Funding Commitment with Richman Group of California Development Company, LLC, and 2) Grant Funding Agreement with TWC Housing, LLC; 3) Purchase and Sale Agreement with Habitat for Humanity of Greater Los Angeles, and Grant Funding Agreement with Habitat for Humanity Los Angeles (Planning/Finance)

Recommendation:

- Approve the Resolutions No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006;
- Authorize the City Manager/Executive Director to execute a Loan Commitment Letter to Richman Group of California Development Company in the amount of Six Million Dollars (\$6,000,000); and
- Approve the funding Agreement with TWC Housing LLC in the amount of One Million One Hundred Thousand Dollars (\$1,100,000); and
- Approve the Purchase, Sale and Development Agreement by and between the City of Santa Fe Springs (the "Seller") and Habitat for Humanity of Greater Los Angeles; and
- Approve the funding Agreement with Habitat for Humanity of Greater Los

Angeles in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000), all for the development of interim and permanent affordable housing for families and veterans families, and families and veterans experiencing homelessness.

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the September 7, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

a. Minutes of the September 7, 2021 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. Department of Fire-Rescue, Nurse Educator – Award of Contract (Fire)

Recommendation:

- Approve and authorize the City Manager to execute a professional services agreement with UCLA Center of Pre-Hospital Care, in a final form approved by the City Attorney's office, for the consultation position of Nurse Educator for the Department of Fire-Rescue in the amount of \$47,520.00 per contract year.

c. Interior and Exterior Painting Park Facilities (Little Lake Park, Los Nietos Park, Santa Fe Springs Park) – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to Innovation Painting, Inc. of Ontario, California in the amount of \$50,445.00 (Less 5% Retention) for the subject project.

PUBLIC HEARING

10. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

Recommendations:

- Continue the appeal hearing to the next regularly scheduled City Council Meeting on Tuesday, November 2, 2021.

PUBLIC HEARING

11. Alcohol Sales Conditional Use Permit Case No. 79 (Police Services)

Recommendations:

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 79, and thereafter close the Public Hearing; and
- Approve Alcohol Sales Conditional Use Permit Case No. 79 subject to the conditions of approval contained in Resolution No. 9732 as “Exhibit A”, and;
- Adopt Resolution 9732, which incorporates the City Council’s findings and action regarding this matter.

NEW BUSINESS

12. Purchase of One (1) New 2022 Ford Explorer from Fairway Ford (Finance)

Recommendation:

- Purchase of one (1) New 2022 Ford Explorer by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$34,149.94 to Fairway Ford.

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

Recommendations:

- Approve Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one month for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$2,250 for the extended period.
- Authorize the Mayor to execute and sign Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

14. Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) – Authorization to Advertise for Construction Bids (Public Works)

Recommendations:

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

15. Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road) – Award of Contract for On-Call Professional Engineering Services (Public Works)

Recommendations:

- Accept the Request For Quotes (RFQ’s);
- Award a Task Order No. 1 to NV5, Inc. from Irvine, California for the Design of the Pioneer Boulevard Street Improvement Project in the amount of \$48,500; and

- Authorize the Director of Public Works to execute Task Order No. 1 for On-Call Professional Engineering Services with NV5, Inc.

16. Truck Traffic Impact Report (Public Works)

Recommendations:

- Receive and file the report.

17. Adopt Resolution No. 9733 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications (Finance)

Recommendations:

- Adopt Resolution No. 9733 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes for the following positions: Mechanic I & II
- Approve the classification specification changes and title change for Transportation Services Supervisor to Municipal Services Supervisor.
- Adopt classification specifications for the following positions: Facility Lead Worker, Maintenance Worker II, and Librarian II – Technical Services.

18. PRESENTATIONS

- Proclamation – Proclaiming October 23-31, 2021 as “Red Ribbon Week” (Police Services)
- Proclamation – Proclaiming the Month of October 2021 as “National Community Planning Month” (Planning)
- Presentation from Rio Hondo College President Teresa Dreyfuss – State of the College (City Manager)

19. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. COUNCIL COMMENTS

22. 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

September 30, 2021
Date Posted

**FOR ITEM NO. 6
PLEASE SEE ITEM NO. 9A**



City of Santa Fe Springs

Housing Successor Meeting

ITEM NO. 7

October 5, 2021

NEW BUSINESS

Approval of Resolution No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006 Related to four Housing Successor Agency actions on the Lakeland and Laurel Affordable Housing Project. 1) Loan Funding Commitment with Richman Group of California Development Company, LLC, and 2) Grant Funding Agreement with TWC Housing, LLC; 3) Purchase and Sale Agreement with Habitat for Humanity of Greater Los Angeles, and Grant Funding Agreement with Habitat for Humanity Los Angeles

RECOMMENDATIONS:

- Approve the Resolutions No's. HS-2021-003, HS-2021-004, HS-2021-005 and HS-2021-006;
- Authorize the City Manager/Executive Director to execute a Loan Commitment Letter to Richman Group of California Development Company in the amount of Six Million Dollars (\$6,000,000); and
- Approve the funding Agreement with TWC Housing LLC in the amount of One Million One Hundred Thousand Dollars (\$1,100,000); and
- Approve the Purchase, Sale and Development Agreement by and between the City of Santa Fe Springs (the "Seller") and Habitat for Humanity of Greater Los Angeles; and
- Approve the funding Agreement with Habitat for Humanity of Greater Los Angeles in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000), all for the development of interim and permanent affordable housing for families and veterans families, and families and veterans experiencing homelessness.

BACKGROUND

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

It was always the intent of the City and Agency to develop all four parcels with affordable housing. To accomplish this, all four parcels were rezoned to R-3-PD, Multiple Family Residential-Planned Development in 2013. Those parcels are also listed as potential locations for the development of 139 units, within the Vacant Residential Site Inventory of the City's approved Housing Element.

Report Submitted By: R. Hildebrand, Attorney Date of Report: September 30, 2021
W. Morrell, Director of Planning
T. Hickey, Director of Finance

The Agency subsequently entered into an Exclusive Negotiating Agreement on March 28, 2019 with a team of three entities, The Whole Child, the Richman Group of California Development Company, LLC., and Habitat for Humanity of Greater Los Angeles to develop transitional housing and support services, an affordable rental apartment building, and affordable for sale owner-occupied single-family homes, respectively in that order.

The City's General Plan Housing Element specifically identifies the development of affordable housing on the sites, and the potential project is described as a program in the Housing Element as follows starting on page 5-14 of the 2014-2021 Housing Element:

8. Affordable Housing Development Assistance

The City can play an important role in facilitating the development of quality, affordable housing through provision of land write-downs and regulatory incentives, and as available, financial assistance. Santa Fe Springs' Housing Successor Agency owns two housing sites (Lakeland/Laurel and 10934 Laurel) originally purchased with Low/Mod Housing Funds and recently rezoned R-3-PD with minimum 20 unit/acre densities. Designating these sites with a Planned Development (PD) Overlay eliminates any upper density limit and allows flexible development standards, providing an effective regulatory mechanism to facilitate affordable housing development.

Pursuant to AB 1484, once Santa Fe Springs' Successor Agency receives a "finding of completion" by the State Department of Finance (DOF), the Agency can develop a long-range property management plan which delineates the use or disposition of all properties owned by the Successor Agency. Upon approval of the property management plan by DOF and the oversight board, the City's Successor Agency will issue a Request for Proposal for development of the two vacant R-3-PD sites with affordable housing.

2014-2021 Objective: *Enter into a development agreement(s) for development of the 3.9 acre Lakeland/Laurel site and .75 acre site at 10934 Laurel with affordable housing, with particular emphasis on family housing. Provide a land write-down and flexible development standards to enhance affordability, and waive Planning Dept application fees for projects with a minimum 10% extremely low income units. Seek to achieve a minimum of 100 affordable units on these two sites.*

LOAN AGREEMENT WITH RICHMAN GROUP; GRANT FUNDING AGREEMENT WITH THE WHOLE CHILD (TWC Housing LLC)

The Housing Successor Agency approved purchase, sale and development agreements with Richman Group and TWC Housing for the ±3.94-acre parcel at the northwest corner of Lakeland Road and Laurel Avenue earlier this year. As part of those agreements, the Agency planned to commit affordable housing funds held by the Agency to assist in financing the projects. The Richman Group plans to construct an affordable 101 unit apartment complex, and TWC Housing LLC ("TWC") intends to construct and operate an interim transitional housing and services facility with 19 apartments. Both projects will implement a veterans and veteran's families' preference for tenant selection to the extent allowed by law. The property will ultimately be split into separate legal parcels for each entity with the processing of a Tentative and Final parcel map.

TWC is developing their project with grant funds, including an Agency grant. Richman Group will be using a combination of grant funds, tax credit investor funding, bank funding, and a residual receipts loan from the Agency. The developers now have site control, as evidenced by the executed purchase agreement and the opening of escrow, which will allow them to apply for additional grant funds or other types of funding. As many of the available funding sources are competitive, the firm commitment by the Agency to participate in financing of the projects will increase the chances of selection. The funds for the affordable housing loan and grants is from the City/Agency restricted Low and Moderate Income Housing Asset Fund, which use is limited to assisting housing projects.

The loan commitment letter for the Richman Group is for \$6,000,000, payable from residual receipts (available net cash after project expenses) and at 3% simple interest over the 55 year life of the loan. The future loan will be evidenced by a note, which shall be secured by a deed of trust on the property. There will also be a recorded declaration of affordability restrictions which will restrict the property to various low income (as defined by state housing law) and lower affordable rents as set forth in the loan agreement. As the funding partners for the Richman Group portion of the project are not yet identified, they have asked for only a formal loan commitment letter at this time.

For TWC, the Agency is making a grant funding contribution of \$1,100,000 towards the project. The grant funding agreement requires a recorded declaration of affordability restrictions as well. The TWC Housing affordable housing grant funding agreement is conditioned and contingent on final land use approvals and review under the California Environmental Quality Act. The loan commitment letter and agreement do not commit the Agency to funding until the developers obtain land use entitlements, review and approval under CEQA, and the close of escrow for the purchase of the properties has occurred.

As is typical for an Agency assisted affordable project, the Agency is left with some risk, as the senior financing will require their rights be first priority before the Agency. However, the purchase and sale agreements have been drafted to provide the maximum amount of protection to the Agency housing assets which can be reasonably imposed, without rendering the projects infeasible.

HABITAT FOR HUMANITY OF GREATER LOS ANGELES AGREEMENTS

The Habitat site is approximately .9 acre in size and is at the northeast corner of Lakeland and Laurel Avenue. This land is being held by the Agency for development of affordable housing, and is proposed to be sold at a nominal cost, meaning the Agency is contributing the land to the project. For that reason, there are a number of requirements that must happen before the sale of the land closes escrow.

- The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act, which will require the processing of a Tentative and Final map.
- Approval by the City of all necessary project entitlements and CEQA analysis and documentation has been completed, and those approvals are final.
- Approval of a grant funding agreement for the Agency contribution of \$1,300,000 of Agency affordable housing funds.
- Approval by the Agency and Buyer of an Affordable Housing Regulatory Agreement and Declaration of Restrictions setting forth the obligations of Habitat to make the units affordable and setting forth in detail how they will comply with the legal requirements for use of Agency housing funds.
- Habitat will take all feasible actions to implement a preference for veterans and immediate family members of veterans living in the same household.
- The property is being sold "AS-IS" and Habitat releases all claims against the City.
- There is an outside land closing date which gives Habitat time to secure financing, but does give the Agency a firm date to close or terminate the agreements.
- Habitat cannot assign the purchase agreement without Agency's written consent.

With the above comprehensive list of requirements, which must be met before the closing of the agreements may occur, including approval of project design entitlements and CEQA review, the Agency is under no obligation to close on the sale of land at this time. It is anticipated that Habitat will work diligently towards completing the necessary tasks required to close the land sale over a period of six months to two years depending on availability of grant funds.

Affordable housing projects, especially those serving the needs of very low and extremely low income require significant financial assistance to be successfully constructed and operated. For that reason, the Agency will contribute the land to the project to achieve the Agency and City's affordable housing goals and obligations. The estimated value of the land without any deductions for regulatory constraints to provide affordable housing is \$621,292 for the Habitat property. The actual value of the land would be substantially less when deductions for 55 year affordability regulations are imposed. The Agency has acquired this land specifically for development of affordable housing by private entities, so a land sale at open market prices is not consistent with the City's General Plan or the goals of the Housing Successor Agency.

The Affordable Housing Grant Funding Agreement is the Agency commitment to provide a portion of the project financing. This funding commitment for the 18 home Habitat project is for \$1,300,000. Like the TWC grant agreement, the Habitat grant funding agreement is conditioned on the Habitat receiving final land use entitlements for the project, review and approval under CEQA, and the close of escrow for the purchase of the property has occurred. The agreement does not commit the Agency to funding until those conditions are met. The grant funding agreement requires a recorded declaration of affordability restrictions as well.

ENVIRONMENTAL DETERMINATION

The approval of the Loan Agreement, Grant Funding Agreements, and Purchase and Sale Agreement is categorically exempt under CEQA guidelines sec. 15332 for in-fill development projects of no more than 5 acres in size and the City environmental coordinator will file a notice of exemption in the time frame required by law.

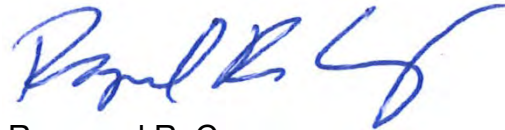
FISCAL IMPACT

The funds for the affordable housing loan and grants is from the City/Agency restricted Low and Moderate Income Housing Assets Fund, which use is limited to assisting housing projects. If all of the projects are constructed, the Low and Moderate Housing Fund will be substantially reduced with a balance of approximately three million dollars remaining.

LEGAL REVIEW

The City Attorney's office has drafted and reviewed the Richman affordable housing loan and related documents, the TWC Housing affordable housing grant funding agreement, the Habitat purchase, sale and development agreement, and the Habitat

affordable housing grant funding agreement, and all necessary and related documents, and approves as to form.



Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. HS-2021-003: Resolution of Approval of an Affordable Housing Loan Commitment to Richman Group of California Development Company
2. Resolution No. HS-2021-004: Resolution of Approval and the Affordable Housing Grant Funding Agreement with TWC Housing LLC
3. Resolution No. HS-2021-005: Resolution of Approval and the Purchase, Sale and Development Agreement with Habitat for Humanity of Greater Los Angeles
4. Resolution No. HS-2021-006: Resolution of Approval and the Affordable Housing Grant Funding Agreement with Habitat for Humanity of Greater Los Angeles

RESOLUTION NO. HS-2021-003

**RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE
SPRINGS APPROVING AN AFFORDABLE HOUSING LOAN COMMITMENT
WITH THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY
AND DIRECTING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE
A FORMAL LOAN COMMITMENT LETTER**

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

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

Section 1. The Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the Executive Director to execute an Affordable Housing Loan Commitment Letter, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, for the amount of Six Million Dollars in favor of the Richman Group of California Development Company, LLC for the construction of a 102 unit affordable apartment project at the northwest corner of Lakeland Drive and Laurel Avenue.

Section 2. The City Clerk is directed to record or have recorded the Deed of Trust, Regulatory Agreement and Declaration of Restrictive Covenants, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

Section 3. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15332 for in-fill development projects of no more than 5 acres in size and the City environmental coordinator shall file a notice of exemption in the time frame required by law.

PASSED AND ADOPTED this 5th day of October 2021, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

John M. Mora, Mayor

ATTEST:

Janet Martinez, City Clerk

EXHIBIT A

October 5, 2021

The Richman Group of California Development Company LLC
420 31st Street Suite B1
Newport Beach, CA 92663
Attn: Rick Westberg

Dear Mr. Westberg:

The Richman Group of California Development Company LLC ("Sponsor") applied for financial assistance in connection with the development of that certain proposed 102- unit affordable housing complex to be located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("Project"). The Agency has reviewed the Sponsor's request for assistance and on October 5, 2021 the City Council acting as the Successor Housing Agency authorized and approved providing \$6,000,000.00 of Housing Trust Fund funds to the Project (the "Agency Assistance"). The loan agreements for these funds require Agency approval prior to execution by the Developer (as defined below) and the City of Santa Fe Springs.

The purpose of this letter is to provide a commitment from the City of Santa Fe Springs Housing Successor Agency for a loan to a limited partnership in which Sponsor or its affiliate acts as a general partner ("Developer") of up to \$6,000,000.00 ("Agency Loan"). The Agency intends that this letter evidence the Agency's award of the Agency Assistance to the Developer for the Project subject to the conditions described below. Further, the Agency states its objective for the Developer to satisfy the provisions of the California Tax Credit Allocation Committee ("TCAC") Regulations, in particular Section 10325 thereof.

The amount of the Loan has been determined based upon the Agency's review of the Developer's proposal for the receipt of the Agency Assistance and the development proforma and projected cash flows for the Project submitted by the Developer to the Agency as of June 2, 2020 as amended and supplemented through September 28, 2020 ("Proforma"). The City Manager has authority to approve revised development proformas and projected cash flows for the Project; provided, however, that the Agency Assistance is not materially increased or extended.

The Loan will have the following terms:

- \$6,000,000.00 principal amount, or as much thereof as is disbursed for acquisition costs and hard and soft costs in constructing the Project;
- 3% simple interest per annum;

- Repayment from Agency's prorata share (based on other public agency soft debt) of 50% of Residual Receipts (after payment of operating expenses, debt service, any deferred developer fee, and partnership fees to be described in the Agreement) with the remaining 50% to be disbursed to the Developer;
- Remaining principal and accrued interest due upon the 55th anniversary of the issuance of Certificate of Occupancy and/or final building permits or earlier upon sale, refinancing or default.
- The Loan will be nonrecourse to Developer's and its partners and will be secured by a subordinate deed of trust.

The Agency's obligation to provide the Loan to the Project are subject to each of the following conditions:

1. Review and approval of the documents evidencing the Loan by the City Council.
3. Compliance with and completion of environmental review of the Project pursuant to the California Environmental Quality Act ("CEQA") and approval thereof.
4. Twenty-seven (27) of the Housing Units at the Project will be rented at Affordable Rent to "Lower Income Households" and twenty-three (23) Units will be rented at Affordable Rent to "Extremely Low Income Households". "Housing Units" and will be restricted to "Affordable Rent" as defined by the TCAC Regulations for a period not less than 55 years pursuant to conditions, covenants and restrictions recorded against the Project in the Official Records, County of Los Angeles, California. One (1) Housing Unit will be rented to an on-site property manager; the manager's unit will not be rent-restricted. The affordability restriction shall be subordinated to any financing provided by the conventional construction and permanent lenders.
5. The Loan Agreement shall provide that each of the following conditions shall be met prior to the disbursement of any portion of the Loan:
 - a. All grading permits shall have been issued and the City shall have issued a letter stating that building permits are ready to issue, subject only to payment of fees and the completion of grading of the Project site.
 - b. Developer shall have secured all necessary financing and funding for the construction and operation of the Project. Such financing and funding shall be sufficient to pay all Project development costs, through lease-up, as set forth in a final budget consistent with the approved Proforma (or as otherwise approved by the Agency in its reasonable discretion).

- c. The Developer shall have provided evidence to the Agency that the Developer has obtained insurance policies and certificates or endorsements acceptable to the Agency, as described in the Loan Agreement.
 - d. The Developer shall have provided construction security in favor of the Agency, which may include a completion guarantee from an affiliate of the Richman Group or a letter of credit and/or performance & payment bonds from the general contractor for the Project in an amount sufficient to ensure the Project will be completed and placed in service within the time set forth in the Project schedule approved by City of Santa Fe Springs.
 - e. Developer shall submit and obtain the Agency's approval of the construction contract, Developer's limited partnership agreement for the limited partnership entity to be formed to own and operate the Project, and management, marketing and tenant selection plans for the Project.
5. The Agency's obligation to provide the Loan is and shall remain subject to all covenants, conditions, and restrictions set forth in the Loan Agreement, and in particular Agency's analysis of the available funding sources and development and operating costs of the Project and the overall economic feasibility of the Project.

If you have any questions or require additional information regarding this letter, please contact City Manager Raymond Cruz.

Sincerely,

Raymond R. Cruz, City Manager/Executive Director

RESOLUTION NO. HS-2021-004

RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING AN AFFORDABLE HOUSING GRANT FUNDING AGREEMENT WITH TWC HOUSING, LLC, AND DIRECTING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE THE GRANT FUNDING AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS

**(NORTHWEST CORNER OF LAKELAND ROAD AND LAUREL AVENUE)
(A PORTION OF APN 8011-012-902)**

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

Section 1. The Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the Executive Director to execute an Affordable Housing Grant Funding Agreement, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents and acts to ensure satisfaction of the conditions to closing the loan agreement and disbursement of the loan funds.

Section 2. Upon satisfaction of all terms and conditions of the Affordable Housing Grant Funding Agreement the Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs authorizes the Executive Director to fully fund the amount of One Million One Hundred Thousand Dollars per the terms of the Affordable Housing Grant Funding Agreement.

Section 3. The City Clerk is directed to record or have recorded the Regulatory Agreement and Declaration of Restrictive Covenants, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

Section 4. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15332 for in-fill development projects of no more than 5 acres in size and the City environmental coordinator shall file a notice of exemption in the time frame required by law.

PASSED AND ADOPTED this 5th day of October 2021, by the following roll call vote:

John M. Mora, Mayor

ATTEST:

Janet Martinez, City Clerk

EXHIBIT A

AFFORDABLE HOUSING GRANT AGREEMENT (13231 Lakeland Road)

by and between the

CITY OF SANTA FE SPRINGS

and

TWC Housing LLC, a California limited liability company

SCHEDULE OF ATTACHMENTS

ATTACHMENT A

LEGAL DESCRIPTIONS

ATTACHMENT B

SCOPE OF DEVELOPMENT

ATTACHMENT C

SCHEDULE OF PERFORMANCE

ATTACHMENT D

DECLARATION

AFFORDABLE HOUSING GRANT AGREEMENT

THIS AFFORDABLE HOUSING GRANT AGREEMENT (13231 Lakeland Road) (“**Agreement**” or “**AHGA**”) dated for identification purposes only as of October 5, 2021, is made and entered into by and between the **CITY OF SANTA FE SPRINGS**, a California [public entity] (“**Grantor**”) and **TWC Housing LLC, a California limited liability company** (“**Developer**”), with reference to the following:

RECITALS

The following Recitals are a substantive part of this Agreement. Capitalized terms used in these Recitals and not otherwise defined shall have the meaning set forth in Section 1.1.

A. Grantor is a public entity organized and existing under the laws of the State of California. In accordance with California Health & Safety Code Section 34172, the Community Development Commission of the City of Santa Fe Springs (“**Former Agency**”) was dissolved as of February 1, 2012. Grantor is the successor to the “housing assets” (as defined in California Health & Safety Section 34176) of the Former Agency, and as such holds funds in the Low and Moderate Income Housing Asset Fund (the “**LMIHAF**”) pursuant to California Health & Safety Code Section 34176(d).

B. Grantor owns certain real property located at 13231 Lakeland Road, in the City of Santa Fe Springs, California comprised of four distinct parcels of land as more particularly described in the legal description attached as Exhibit A (collectively, the “**Property**”). Developer and Grantor entered into a Purchase and Sale Agreement dated March 2, 2021 for the purchase of a portion of the Property more particularly depicted on Exhibit B attached hereto and incorporated herein by this reference.

C. Developer is an affiliate of The Whole Child, a California nonprofit public benefit corporation who intends to construct 19 units to provide interim housing to homeless families and homeless veteran families (collectively, the “**Affordable Units**,” or individually an “**Affordable Unit**”) and related improvements on the Property, a housing-first, trauma-informed, client centered facility and program which will also feature a complete Support Service Center where families will receive housing navigation, employment services, mental health, parent enrichment education, and nutrition education, computer lab and a pantry provided directly from The Whole Child (collectively, the “**Project**”).

D. Developer requires financial assistance to construct the Project. Grantor has agreed to make a grant to Developer in the amount of the One Million One Hundred Thousand Dollars (\$1,100,000) from the LMIHAF (the “**Grant**”) for development of the Project. The terms and conditions of the Grant shall be set forth herein and made pursuant to this Agreement, a declaration of affordable housing covenants and related documents in such forms as are attached hereto, which shall be finalized and executed by the parties prior to or concurrently with the Closing.

E. In consideration of the Grant of LMIHAF and other obligations of Grantor, Developer is willing to accept the statutorily authorized occupancy restrictions and other conditions set forth herein with respect to the Project and the Affordable Units.

F. The provision of the Grant of LMIHAF pursuant to the terms and conditions of this Agreement are in accordance with Grantor’s obligations as housing successor and purpose of

improving the health and safety of its residents through affordable and safe housing in accordance with applicable provisions of state and local laws.

NOW, THEREFORE, Grantor and Developer hereby agree as follows:

1. DEFINITIONS

1.1. Defined Terms

As used in this Agreement, the following capitalized terms shall have the following meanings:

“Additional Endorsements” is defined in Section 4.5.

“Affiliate” means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with a party which, if the party is a partnership or limited liability company, shall include each of the constituent members or general partners, respectively, thereof. The term “control” as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of not less than 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

“Affordable Unit” means each of the nineteen (19) newly constructed residential units in the Project which shall be available to, occupied by or held for rent exclusively to Qualified Tenants at an Affordable Rent.

“Agreement” or ***“AHGA”*** means this Affordable Housing Grant Agreement, including all Recitals, Attachments, agreements entered into in the form of an Attachment, and all other agreements entered into by and between the Parties in connection therewith, which are hereby incorporated herein, and includes all amendments and modifications thereto.

“AMI” means the area median income for Los Angeles County, as published annually by HCD.

“Annual Financial Statements” means annual financial statements of Developer prepared in accordance with generally accepted accounting principles consistently applied, as audited by a certified public accountant, including the opinion of the auditor, a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes.

“Attachments” means Attachments A through F to this Agreement, and any amendments or modifications thereto.

“Business Day(s)” means Monday through Friday, except for federal and state holidays.

“Challenge” is defined in Section 8.2.1.

“Challenge Notice” is defined in Section 8.2.1.

“City” means the City of Santa Fe Springs, a municipal corporation, acting in its capacity as “housing successor” to the former Community Development Commission of the City of Santa Fe Springs.

“City Manager” means the City Manager of Grantor or his/her designated representative.

“Closing” means the date upon which the Grant is disbursed to Developer and all Grant Documents received by Escrow to be recorded in connection therewith are recorded in the Official Records.

“Condition of Title” is defined in Section 4.4.

“County” means the County of Los Angeles, California.

“Declaration” means a Declaration of Covenants, Conditions and Restrictions substantially in the form of Attachment D, to be recorded against the Property at Closing.

“Developer” means TWC Housing LLC, a California limited liability company and any permitted successors and assigns.

“Effective Date” means the date this Agreement is executed by Grantor and Developer.

“Environmental Laws” means any and all present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the Health & Safety Code and the Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

“Escrow” is defined in Section 4.3.

“Escrow Agent” means a qualified escrow company approved in writing by the Parties.

“Escrow Costs” are defined in Section 4.3.

“Event of Default” is defined in Section 8.1.

“Exceptions” is defined in Section 4.4.

“Governmental Regulations” means all local, state, and federal laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, environmental, labor relations, prevailing wage, notification of sale to employees, Hazardous Substance, occupational health and safety, water, earthquake hazard reduction and building and fire codes; and including all Environmental Laws)

bearing on the demolition, alteration, replacement, repair, refurbishing, improvement, construction, maintenance, management, use, or operation of the Project.

“Grant” is defined in Recital D.

“Grant Amount” means an amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000).

“Grant Documents” means this Agreement and all of the documents evidencing the Grant and required as consideration for Grantor to make the Grant, including, without limitation: (i) the Declaration; (ii) the Notice of Affordability Restrictions; and (iii) all other agreements reasonably required by Grantor in connection with the Grant and/or entered into in connection therewith between the Parties. The term “Grant Documents” shall include all amendments, modifications, extensions, renewals, and replacements of the aforementioned documents.

“Grantor Conditions Precedent to Closing” is defined in Section 4.7.1.

“Grantor Indemnitees” means Grantor, and its elected and appointed officials, officers, employees, representatives, consultants, contractors and agents.

“Hazardous Substance” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, petroleum based products and petroleum additives and derived substances, (vi) asbestos and lead based paint, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., (xii) methyl-tert butyl ether, (xiii) mold, fungi, viruses and bacterial matter, or (xiv) any other toxic substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Regulations either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to human health or the environment.

“Hazardous Substance Activity” means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of

any Hazardous Substance from, under, into, on, above, or across the Property or any other use of or operation on the Property that creates a risk of Hazardous Substance contamination of the Property.

“HCD” means the California Department of Housing and Community Development or any successor entity.

“Household” means one or more persons occupying an Affordable Unit.

“Improvements” shall mean and include any improvement of whatsoever character constructed on, around, under or over on the Property existing as of the date of Closing and any construction, demolition, remediation and grading done on the Property by Developer subsequent to Closing, as well as all buildings, structures, fixtures, foundations, excavation, parking, landscaping, underground installations, and other work, construction and improvement of whatsoever character undertaken or constructed on, around, under or over the Property by Developer.

“Losses and Liabilities” means and includes all claims, causes of action, liabilities, losses, damages (including, without limitation, penalties, fines and monetary sanctions), injuries, expenses, charges, penalties or costs of whatsoever character, nature and kind, including reasonable attorney’s fees and costs incurred by the indemnified party with respect to counsel of its choice, whether to property or to person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent.

“Low Income Household” means a Household whose gross annual income does not exceed the income for a “Low Income” Household in Los Angeles County, as published annually by HCD in its “State Income Limits”, as adjusted for actual household size.

“LMIHAF” is defined in Recital A.

“Notice” means a notice in the form prescribed by Section 9.1.

“Official Records” means the official records of the Los Angeles County Recorder’s Office.

“Outside Closing Date” means June 30, 2025..

“Parties” mean Grantor and Developer; **“Party”** means Grantor or Developer.

“Permitted Exceptions” shall mean those encumbrances, liens, taxes, assessments, easements, rights of way, leases, covenants, agreements or other exceptions affecting title to the Property as of the date of recordation of the Grantor Deed of Trust which are not disapproved in writing by the Grantor.

“Permitted Mortgage” shall mean a conveyance of a security interest in the Property to secure a construction loan to finance the development of the Project, or any conveyance of a security interest in a Property to secure any refinancing to the extent it repays a Permitted Mortgage, or the conveyance of title to the mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.

“Permitted Transfer” shall mean assignment of all or any part of this Agreement or any right therein, or the sale, agreement to sell, transfer, conveyance or assignment of the Property or any portion thereof or interest therein to any of the following:

- a. The granting of easements, licenses or permits to facilitate the development of the Property; or
- b. The encumbrance of the Property by a Permitted Mortgage; or
- c. The transfer of any portion of the Property to a homeowners’ association created for the Affordable Units in accordance with applicable law.

“Preliminary Title Report” is defined in Section 4.4.

“Project” means the improvement of the Property by Developer such that upon completion, the Improvements will consist of eighteen (18) newly constructed townhomes.

“Qualified Tenant” means a Household (a) whose income does not exceed the income set forth herein for a Low Income Household; and (b) whose members meet the other requirements set forth herein for renters of an Affordable Unit.

“Representatives” means the agents, employees, members, independent contractors, Affiliates, principals, shareholders, officers, Executive Directors, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff of the referenced entity and the predecessors, heirs, successors and assigns of all such persons.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment C, as may be amended from time to time.

“Scope of Development” means that certain Scope of Development attached hereto as Attachment B, as may be amended from time to time.

“Title Company” means any qualified title company approved in writing by the Parties.

1.2. Singular and Plural Terms

Any defined term used in the plural herein shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3. Accounting Principles

Any accounting term used and not specifically defined herein shall be construed in conformity with, and all financial data required to be submitted herein shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the City Manager.

1.4. References and Other Terms

Any reference to any document shall include such document both as originally executed and as it may from time to time be modified. References herein to Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include), without limitation.”

1.5. Recitals and Attachments Incorporated; Attachments Additional Consideration

The Recitals are a substantive part of this Agreement, and are hereby incorporated by this reference. All Attachments, as now existing and as the same may from time to time be amended or modified, are incorporated herein by this reference. Each Attachment or agreement delivered by Developer or another party substantially in the form of an Attachment hereto in connection with this Agreement is required as and constitutes consideration for Grantor’s obligations hereunder.

1.6. Effective Date

This Agreement shall become binding and the rights and obligations herein shall vest with the respective Parties upon the Effective Date.

2. REPRESENTATIONS AND COVENANTS

2.1. Representations by the Developer

Developer hereby represents and warrants to Grantor as follows:

2.1.1. Organization

Developer is duly organized in the State of California, validly existing and in good standing under the laws of the State of California and has the power and authority to own and purchase property and carry on its business as is now being conducted.

2.1.2. Authority

The Developer has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the Developer and all actions required under Developer’s organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.1.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.1.4. Contingent Obligations

Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

2.1.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which the Developer is or may be made a party or to which any of its property is or may become subject, which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

2.1.6. No Conflict

Developer's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

2.1.7. No Developer Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Developer, nor are any of such proceedings contemplated by Developer.

Each of the foregoing representations shall be deemed to be a representation and warranty as of the date of execution of this Agreement and as of the date of closing.

2.2. Representations by Grantor

Grantor hereby represents and warrants to Developer as follows:

2.2.1. Organization

Grantor is duly organized in the State of California, and validly existing and in good standing under the laws of the State of California and has the power and authority to carry on its business as now being conducted.

2.2.2. Authority

Grantor has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by Grantor in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of Grantor and all actions required under Grantor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.2.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Grantor enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.2.4. Contingent Obligations

Grantor does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Grantor to carry out its obligations hereunder.

2.2.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which Grantor is or may be made a party or to which any of its property is or may become subject, which has not been fully disclosed to Developer and which could materially adversely affect the ability of the Grantor to carry out its obligations hereunder.

2.2.6. No Conflict

Grantor's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantor, or any provision of the organizational documents of Grantor, or will conflict with or constitute a breach of or a default under any agreement to which Grantor is a party, or will result

in the creation or imposition of any lien upon any assets or property of Grantor, other than liens established pursuant hereto.

2.2.7. No Grantor Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Grantor, nor are any of such proceedings contemplated by Grantor.

2.3. Limitation Upon Change in Ownership, Management and Control of Developer

2.3.1. Prohibition

The identity and qualification of Developer as an experienced service provider are of particular concern to Grantor. It is because of these qualifications that Grantor has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement by assignment, operation of law or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, distribution, assignment or lease of the whole or any part of the Property or any material change in the management or control of Developer (including, without limitation, a change in the identity of the Developer, or a change in the management or control of Developer) except as expressly set forth herein. Any purported transfer, voluntary or by operation of law, in violation of this Section 2.3 shall constitute a default hereunder and shall be void and Grantor shall have the cumulative options to terminate this Agreement, declare the Grant immediately returned and to seek all remedies available at law or equity.

2.3.2. Permitted Transfers by Developer

Notwithstanding any other provision of this Agreement to the contrary, Grantor's prior approval of conveyance of the Property or any interest therein or part thereof shall not be required in connection with a Permitted Transfer. A Permitted Transfer includes any transfer to an affiliate that is controlled by The Whole Child, a nonprofit public benefit corporation or any entity where the affiliate of The Whole Child is the managing general partner.

2.3.3. Grantor Consideration of Requested Transfer

Except for a Permitted Transfer, Developer shall provide Grantor with at least thirty (30) days prior written notice of its intent to assign or transfer the Property or this Agreement or effect a material change in the management or control of Developer and shall request any approval sought for such assignment or transfer. The notice shall be accompanied by evidence regarding the proposed transferee's development, operation and management qualifications and experience and its financial commitments and resources.

After receipt of Developer's written request for Grantor approval of an assignment or transfer pursuant to this Section 2.3.3, Grantor shall use commercially reasonable efforts to promptly respond in writing (but in no event later than thirty (30) days) either approving the proposed assignee or transferee or requesting further information required by Grantor in order to determine whether or not to grant the requested approval. Upon receipt of such a request for further information, Developer shall promptly furnish to Grantor such requested information.

2.3.4. Successors and Assigns

All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and any permitted successors and assigns of Developer.

3. **FINANCING; CONSTRUCTION BUDGET**

3.1. Corporate Sponsorship and Grants

Developer's financing for construction of the Project is expected to consist of (i) the Grant; (ii) County of Los Angeles (SD4) Grant (iii) Bezo's Grant. Developer may use any other funds legally available to it for construction of the Project.

3.2. Construction Budget

Developer will prepare a construction budget, showing the projected predevelopment and development costs of the Improvements ("**Construction Budget**") and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred. Upon the request of Grantor, Developer shall provide the Construction Budget to Grantor prior to the commencement of construction.

3.3. Grant

3.3.1. Grant

Upon satisfaction of the conditions set forth in Section 4.7, Grantor agrees to grant to Developer, and Developer agrees to accept from Grantor, the Grant, for the purpose of developing the Project. The Grant shall be made in accordance with and subject to the terms and conditions set forth in the Grant Documents. The Grant shall be disbursed to Developer upon Closing.

3.3.2. Subordination of Declaration

Grantor agrees that the lien of the Declaration may be subordinated to the lien of a deed of trust securing a Permitted Mortgage.

4. **ENVIRONMENTAL MATTERS; ESCROW; CLOSING**

4.1. Disclosures After Closing

After the Closing, Developer shall notify Grantor, and upon the request of Grantor, provide to Grantor a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks.

Developer shall report to Grantor, reasonably promptly after each incident, any unusual or potentially important incidents with respect to the environmental condition of the Property occurring or discovered subsequent to Closing. In the event of a release of any Hazardous Materials into the environment, Developer shall, reasonably promptly after the release, furnish to Grantor a copy of any and all reports relating thereto and copies of all correspondence with

governmental agencies relating to the release. Upon request, Developer shall furnish to Grantor a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports.

4.2. Duty to Prevent Hazardous Material Contamination

After the Closing, Developer shall take all reasonably customary and necessary precautions to prevent the release of any Hazardous Substance onto the Property or into the environment in connection with the use or development thereof in violation of applicable Governmental Regulations. Such precautions shall include complying with and causing all activities on the Property to comply with all Governmental Regulations with respect to Hazardous Substance. In addition, the Developer shall utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Regulations pertaining to the disclosure, storage, use, removal and disposal of Hazardous Substance. Developer further covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Regulations and in the ordinary course of completing, maintaining and operating the Improvements or customarily utilized by households for domestic purposes in accordance with all Governmental Regulations, (i) deposit Hazardous Substance in, on or upon the Property, in violation of any applicable Governmental Regulations, nor (ii) permit the deposit of Hazardous Substance in, on or upon the Property in violation of any applicable Governmental Regulations.

4.3. Environmental Inquiries

In the event that, after Closing, Developer discovers the presence of Hazardous Substance under or upon the Property in violation of applicable Governmental Regulations, or there is a release of Hazardous Substance on or from the Property, the Developer shall provide to Grantor a copy of any environmental permits, disclosures, applications, entitlements or inquiries relating to such Hazardous Substance, including any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Regulations relating to Hazardous Substance and underground tanks including, specifically, without limitation, the following:

- i. All required reports of releases of Hazardous Substance, including notices of any release of Hazardous Substance as required by any Governmental Regulations;
- ii. All notices of suspension of any environmental permits;
- iii. All notices of violation from federal, state or local environmental authorities;
- iv. All orders under the California Hazardous Waste Control Act and the California Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;
- v. All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;
- vi. Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials; and

vii. All complaints and other pleadings filed against the Developer relating to the Developer's storage, use, transportation, handling or disposal of Hazardous Substance on the Property.

In the event that a release of Hazardous Substance into the environment occurs on the Property following the Closing in violation of applicable Governmental Regulations, the Developer shall promptly and fully remediate such Hazardous Substance in accordance with all Governmental Regulations. Upon request of Grantor, the Developer shall furnish to Grantor a copy of any and all other environmental documents or inquiries relating to or affecting the Property from time to time during Developer's ownership or possession thereof.

4.4. Escrow

Not later than thirty (30) days after the Effective Date, the Parties shall open escrow (the "**Escrow**") for the Closing of the Grant with Escrow Company. Developer and Grantor shall use commercially reasonable efforts to cause the Closing to occur concurrently with, or no later than, 30 days following the close of escrow for the purchase of the Property by Developer, and in any event not later than the Outside Closing Date.

Developer shall pay the customary and usual Escrow fees, charges and costs which arise from the Escrow (the "**Escrow Costs**"), and Grantor shall prepare and enter into such escrow instructions as are reasonably acceptable to Developer, Grantor and Escrow Agent.

4.5. Submittals into Escrow

The Parties shall submit documents and funds into Escrow as set forth in this Section.

4.5.1. Submittals by Developer

At least two (2) Business Days prior to Closing, Developer shall submit (or take such action as to cause submittal) into Escrow the following:

- (A) One executed copy of this Agreement.
- (B) The Declaration, duly executed by Developer and acknowledged.
- (C) Any other documents or other deliverables reasonably requested by Grantor or the Escrow Agent.
- (D) Funds sufficient to cover the costs of Escrow or direction to Escrow to deduct such costs from the Grant proceeds.

4.5.2. Submittals by Grantor

At least two (2) Business Days prior to Closing, Grantor shall submit into Escrow the following:

- (A) This Agreement, duly executed by Grantor.
- (B) The Declaration, duly executed by Grantor and acknowledged.

(C) The Notice of Affordability Restrictions, duly executed by Grantor and acknowledged.

(D) Any other documents or other deliverables reasonably requested by Developer or the Escrow Agent.

(E) Cash in the amount of the Grant Amount.

4.6. Conditions Precedent to Closing

Closing is conditioned upon satisfaction of the terms and conditions set forth in this Section.

4.6.1. Grantor's Conditions.

Grantor's obligation to close Escrow is conditioned upon the satisfaction or written waiver by Grantor of each and every one of the conditions precedent (A) through (F), inclusive, described below ("**Grantor's Conditions Precedent to Closing**"), which are solely for the benefit of Grantor, and which shall be satisfied or waived by the time periods provided for herein. Grantor at its option may terminate this Agreement without notice and/or opportunity to cure if any of the conditions precedent set forth below are not satisfied by the Developer or waived in writing by Grantor by the Outside Closing Date. Upon Closing, all Grantor's Conditions Precedent to Closing shall be deemed satisfied.

(A) Execution of Grantor Documents. Developer shall have executed and delivered into Escrow this Agreement, the Declaration, and such other documents as may be reasonably requested by Grantor in connection therewith and all of which shall be in a form acceptable to Grantor.

(B) Final Land Use Entitlements and Close of Escrow for Purchase. Developer has obtained all required land use entitlements from the City and applicable review of the project under CEQA has been approved by the City, all time periods for appeal have expired to challenge the land use entitlements and CEQA document, and the purchase and sale agreement between Lender and Developer has closed escrow..

(C) No Litigation. No litigation shall be pending or threatened by any third parties which seeks to enjoin the transactions contemplated herein.

(D) No Default. There shall exist no condition, event or act which would constitute an event of default under this Agreement, or which, upon the giving of notice or the passage of time, or both, would constitute an event of default.

(E) Representations and Warranties. All representations and warranties of Developer herein contained and contained in this Agreement shall be true and correct as if made on and as of the date of Closing.

4.6.2. Developer's Conditions

Developer's obligation to close Escrow is conditioned upon the satisfaction or written waiver by Developer of each and every one of the conditions precedent (A) through (E), inclusive, described below (the "**Developer's Conditions Precedent to Closing**"), which are solely for the benefit of Developer, and which shall be satisfied or waived by the time periods

provided for herein. Upon Closing, all Developer's Conditions Precedent to Closing shall be deemed satisfied.

(A) Execution of Documents. Grantor shall have executed and delivered into Escrow all documents to which Grantor is a signatory or Party.

(B) No Litigation. No litigation shall be pending or threatened by any third parties which seeks to enjoin the transactions contemplated herein.

(C) No Default. There shall exist no condition, event or act which would constitute an event of default under the Agreement, or which, upon the giving of notice or the passage of time, or both, would constitute an event of default.

(D) Representations and Warranties. All representations and warranties of Grantor herein contained and contained in this Agreement shall be true and correct as if made on and as of the date of Closing.

(E) Deposit of Funds. Grantor shall have deposited the Grant funds into Escrow.

4.6.3. Termination of Escrow

If the Escrow is not in a condition to close by the Outside Closing Date or such later date as may be agreed to by the parties or set forth in the Schedule of Performance, for a reason other than a default hereunder by either party, then either Party which has fully performed under this Agreement may, in writing, demand the return of money, documents or property and terminate the Escrow and this Agreement. If either Party makes a written demand for the return of its money, documents or property, this Agreement shall not terminate until ten (10) Business Days after the Escrow Agent shall have delivered copies of such demand to the other Party at the respective addresses set forth in this Agreement. If any objections are raised by written Notice within such ten (10) day period, the Escrow Agent is authorized to hold all money, documents or property until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. If no such objections are timely made, the Escrow Agent shall immediately return the demanded money and/or documents, and the escrow cancellation charges shall be paid by the undemanding Party. Termination of the Escrow shall be without prejudice as to whatever legal rights, if any, either Party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible consistent with the terms of this Agreement.

4.6.4. Close of Escrow

Provided that both Developer's Conditions Precedent to Closing and the Grantor's Conditions Precedent to Closing have been satisfied or waived in writing, the funding of the Grant shall close. The Closing shall occur on or before the Outside Closing Date.

4.7. Indemnification

Following the Closing, Developer agrees to save, protect, defend, indemnify and hold harmless the Grantor Indemnitees from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs), but excluding the extent to which such loss or

liability arises from the active negligence or intentional misconduct of Grantor, which may now or in the future be incurred or suffered by the Grantor Indemnitees, in connection with, by reason of, resulting from or arising in any manner whatsoever as a direct or indirect result of (i) the ownership (or possession) by Developer of all or any part of the Property for purposes of any Governmental Regulations regulating Hazardous Substance released onto the Property following the Closing, (ii) any act or omission on the part of Developer, or its Representatives, contractors, volunteers, or invitees with respect to the Property, (iii) as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the alleged negligent or intentional acts or omissions of Developer, its officers, agents, volunteers, contractors or employees, in the performance of its obligations under this Agreement, (iv) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Substance first released and/or occurring on the Property following the Closing, (v) any environmental or other condition of the Property relating to any Hazardous Substance first released and/or occurring following the Closing, and (vi) any Losses and Liabilities incurred with respect to the Property under any Governmental Regulations relating to Hazardous Substance first released and/or occurring on the Property following the Closing. Developer's obligations under this Section shall survive any termination of this Agreement.

5. DEVELOPMENT OF THE PROPERTY

5.1. Scope of Development

Developer covenants and agrees to construct on the Property a facility that will feature 19 units to provide interim housing to homeless families and homeless veteran families.

5.2. Construction of Improvements

Following the Closing, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Project as provided in the Scope of Development and the Schedule of Performance. The Schedule of Performance may be subject to revision from time to time as mutually agreed upon in writing between Developer and Grantor, or in accordance with Section 9.6 hereof.

5.3. Land Use Restrictions

The Developer shall construct the Project consistent with applicable Governmental Regulations, including (without limitation) all applicable zoning, planning and design review requirements of the City and all permits and entitlements relating thereto.

5.4. Permits and Entitlements

Prior to commencement of any work of improvement upon the Property, the Developer shall, at its own expense, secure or cause to be secured any and all permits, entitlements or approvals which may be required by the City in accordance with its Municipal Code and land use entitlement process and by any other governmental entity with jurisdiction over the Property and/or the Project in accordance with applicable Governmental Regulations.

5.5. Materials

Developer shall construct the Project using sustainable materials and environmentally friendly building practices and will obtain and install energy saving appliances.

5.6. Preparation; Budget

Developer shall perform all preparation of the Property following the Closing. The Developer shall carry out or cause to be carried out such activities in compliance with all applicable Governmental Regulations. Upon the request of Grantor, Developer shall submit a Construction Budget to Grantor for its approval prior to the commencement of construction on the Property.

5.7. Bodily Injury and Property Damage Indemnification

Developer agrees to and shall defend, indemnify and hold the Grantor Indemnitees harmless from and against all liability, loss, damage, costs, or expenses (including without limitation attorneys' fees and costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the acts or omissions of Developer, its officers, agents or employees in the performance of this Agreement.

5.8. Compliance with Laws

5.8.1. General

Developer shall comply with all Governmental Regulations in the construction, use and operation of the Project, including all applicable federal, state and local statutes, ordinances, regulations and laws, including without limitation, all applicable federal, state, and local labor standards, zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the applicable Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, Government Code § 4450, *et seq.*, and Government Code § 11135, *et seq.*

5.8.2. Nondiscrimination in Employment

Developer certifies and agrees that all persons employed or applying for employment by it, its Affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, Government Code § 12900, *et seq.*, the California Equal Pay Law, Labor Code § 1197.5, Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other applicable anti discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended.

5.9. Insurance

Prior to the Closing (and until the sale of each Affordable Unit), the Developer shall furnish or cause to be furnished to Grantor evidence of the following policies of insurance, naming the Developer as insured and, except as to the insurance described in paragraph (iii), below, Grantor as an additional insured.

(i) Property Insurance: Developer shall maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the Improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than 100% of the full insurable value of the Improvements, as defined herein in paragraph (v).

(ii) Liability Insurance: Developer shall maintain or cause to be maintained liability insurance, to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of the Developer on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of the Developer or its sublessees, or any person acting for the Developer, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of the Developer or its tenants, or any person acting for the Developer, or under its control or direction. Such property damage and bodily injury insurance shall also provide for and protect Grantor against incurring any legal cost in defending claims for alleged loss. Such bodily injury and property damage insurance shall be maintained in full force and effect in the following amounts: commercial general liability in a general aggregate amount of not less than \$2,000,000; and not less than \$1,000,000 of bodily injury and property damage insurance. Developer agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Developer may be held responsible for the indemnification of the Grantor or the payment of damages to persons or property resulting from the Developer's activities, activities of its tenants or the activities of any other person or persons for which the Developer is otherwise responsible.

(iii) Workers' Compensation Insurance: If applicable, Developer shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by the Developer in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by the Developer. Notwithstanding the foregoing, the Developer may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Developer shall deliver to Grantor evidence that such self-insurance has been approved by the appropriate State authorities.

(iv) All policies hereunder shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by registered mail addressed to Grantor, to the extent practicable within 30 days but in any event prior to the effective date thereof. All policies may name Grantor and the Developer as insureds, additional insureds, and/or loss payable parties as their interests may appear.

(v) The term “full insurable value” shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, the Developer shall cause the full insurable value to be determined from time to time by appraisal by the insurer, by agreement between the Developer and Grantor or by an appraiser mutually acceptable to Grantor and the Developer.

(vi) All insurance provided under this Section shall be for the benefit of the Developer and Grantor. Developer agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Developer agrees to submit policies of all insurance required by this Section, or certificates evidencing the existence thereof, to Grantor prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within 30 days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Grantor. All insurance herein provided for under this Section shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by Grantor. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least 30 days prior written notice to Grantor.

(vii) If the Developer fails or refuses to procure or maintain insurance as required by this Agreement, Grantor shall have the right, at Grantor’s election, and upon 10 days prior notice to the Developer, to procure and maintain such insurance. The premiums paid by Grantor shall be treated as a loan, due from the Developer, to be paid on the first day of the month following the date on which the premiums were paid. Grantor shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

5.10. Local, State and Federal Laws

Developer hereby agrees to carry out development, construction (as defined by applicable law) and operation of the Improvements on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable federal and state labor laws. Grantor acknowledges and agrees that Developer’s business model contemplates the use of donated labor and materials, and, as such, volunteers are not paid wages by Developer.

5.11. Rights of Access

Grantor shall have the right, at its sole risk and expense, to enter the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of

inspecting the Property for purposes of assessing the Developer's compliance with this Agreement. The Representatives of Grantor entering the Property shall be identified in writing in advance by the Grantor's Representative. Any such entry shall be made only after two Business Days' written notice to the Developer, and Grantor shall indemnify and hold the Developer harmless from any claims or liabilities pertaining to such entry. Any damage or injury to the Property resulting from such entry shall be promptly repaired at the sole expense of Grantor.

6. COVENANTS AND RESTRICTIONS

6.1. Use Covenants

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that during the development and operation of the Project, Developer shall devote the Property solely to the uses specified in, and otherwise comply with the terms and conditions of, this Agreement and the Declaration. All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable laws.

6.2. Nondiscrimination Covenants

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any part of it, nor shall the Developer or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property, including the Affordable Units, or any portion thereof. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

a. In deeds: "In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

7. DEFAULTS, REMEDIES AND TERMINATION

7.1. Defaults - General

Subject to the extensions of time approved in writing by the Parties, failure or delay by either party to timely perform, comply with or observe any of the conditions, provisions, terms, covenants or representations of this Agreement, constitutes a default under this Agreement. As provided hereinbelow, the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the date of default.

Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until an Event of Default (as such term is hereinafter defined) has occurred. For purposes of this Agreement, an “**Event of Default**” for purposes of instituting legal proceedings by a non-defaulting party against the defaulting party shall mean a failure to satisfy, timely perform, comply with or observe any of the conditions, provisions, terms, covenants or representations contained in this Agreement, including any Attachment, such failure having continued uncured or without the defaulting party commencing to diligently cure for thirty (30) calendar days after notice thereof in writing is mailed by the injured party to the defaulting party; provided, however, that if a different period or notice requirement is specified for any particular default under any other provision of this Agreement, including any of

the Attachments, the specific provision shall control; and provided further, that if such failure is not reasonably capable of being cured within such thirty (30) day or different period, despite the defaulting party's good faith and timely efforts, such time as is reasonably necessary to complete such cure but in no event shall such time exceed ninety (90) calendar days after notice thereof is mailed to the defaulting party.

7.2. Remedies and Rights of Termination

Termination by either Party shall be subject to the conditions set forth below.

7.2.1. Termination by Developer.

In the event that:

(A) Grantor does not sign this Agreement within thirty (30) calendar days after the date of signature by Developer; or

(B) Developer fails after reasonable diligence, to secure the right, upon acquisition of title and payment of fees, to obtain entitlements, approvals or permits necessary for the development of the Property pursuant to this Agreement; or

(C) Developer fails after reasonable diligence to secure sufficient financing for construction of the Project; or

(D) there is a land use lawsuit ("**Challenge**") brought against the development of the Property in accordance with this Agreement, including a Challenge under state or federal environmental laws, and said Challenge either legally prevents Developer or Grantor from performing its obligations under this Agreement, or, if successful, would prevent Developer from constructing the Improvements in substantially the form contemplated by this Agreement, then Developer may deliver a notice of such challenge (the "**Challenge Notice**") to Grantor requesting that such impediment to Grantor's or Developer's performance of its obligations be eliminated on or before expiration of the "Minimum Period" provided below. Developer and Grantor shall cooperate with each other in seeking to diligently resolve the Challenge. During the pendency of the Challenge, the Developer shall not be obligated to proceed with construction of the Improvements or any other matters subject to a *force majeure* delay as a result of such Challenge, and all deadlines set forth in the Schedule of Performance with respect to such matters shall be extended during the period of such Challenge. If, prior to expiration of the Minimum Period, such Challenge is not eliminated or otherwise resolved in a manner which would permit Developer to construct the Improvements in substantially the form contemplated by this Agreement, then Developer may, at its option and upon written notice delivered to Grantor not later than sixty (60) calendar days after the expiration of the Minimum Period, terminate this Agreement. The "**Minimum Period**" shall mean a period of time commencing upon delivery of the Challenge Notice and ending one hundred and eighty (180) calendar days from the date of Grantor's receipt of the Challenge Notice; or

(E) Developer is prevented from performing their obligations under this Agreement for an uninterrupted period in excess of three hundred and sixty five (365) calendar days because of an event of *force majeure* described in Section 9.6 of this Agreement; or

(F) there exists a condition, event or act which constitutes an Event of Default by Grantor under this Agreement or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default by Grantor as of the Closing; or

(G) not all representations and warranties of Grantor herein contained are true and correct as if made on and as of the Closing;

then this Agreement may, at the option of the Developer, be terminated by written notice thereof to Grantor. Except as otherwise expressly provided herein, following such termination, neither Grantor nor the Developer shall have any further rights against or liability to the other under this Agreement as to any Property or otherwise with respect to the subject matter of this Agreement.

7.2.2. Termination by Grantor

In the event that:

(A) Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights in it, or in the Property or any part thereof, except as expressly permitted herein; or

(B) there is a change in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof, contrary to the provisions herein, except as expressly permitted therein; or

(C) Developer does not submit any documents, as required by this Agreement, in satisfactory form and in the manner and by the dates respectively provided in this Agreement; or

(D) there is a Challenge brought against the development of the Property in the manner contemplated by this Agreement and said Challenge either legally prevents Grantor or Developer from performing their obligations under this Agreement, or, if successful, would prevent Developer from constructing the Improvements in substantially the form contemplated by this Agreement, and this Challenge is not eliminated within one hundred and eighty (180) calendar days; or

(E) either Grantor or Developer is prevented from performing its obligations under this Agreement for an uninterrupted period in excess of three hundred and sixty five (365) calendar days because of an event described in Section 9.6 of this Agreement; or

(F) Developer does not secure the right, conditioned only upon acquisition of title and payment of fees, to obtain permits from governmental agencies as required necessary for the development of the Property in accordance with the Schedule of Performance; or

(G) Developer fails despite diligent effort to secure the financing necessary for the acquisition, development and operation of the Project by the date specified in the Schedule of Performance; or

(H) there exists a condition, event or act which resulted in the termination of, or constitutes an Event of Default by Developer, or which, upon the giving of notice

or the passage of time, or both, would constitute an Event of Default by Developer as of the Closing; or

(I) not all representations and warranties of Developer herein contained and contained in this Agreement are true and correct as if made on and as of the Closing; or

(J) the Closing does not occur by the Outside Closing Date or such later date as set forth in the Schedule of Performance solely as a result of Developer's failure to perform hereunder;

then this Agreement may, at the option of the Grantor, be terminated by written notice thereof to the Developer. Except as otherwise expressly provided herein, following such termination, neither Grantor nor the Developer shall have any further rights against or liability to the other under this Agreement. Grantor's indemnification obligations under this Agreement shall remain in force following such termination with respect to any events occurring or claims accruing prior to the date of such termination.

7.3. Remedies of the Parties for Default After Conveyance

If an Event of Default occurs, the nondefaulting party shall have such rights as are afforded under applicable law, including, without limitation, an action for specific performance, and the defaulting party will be liable to the other party for any damages caused by the default and other relief as is afforded by applicable law, except as set forth herein.

7.4. Limitation on Liability

Notwithstanding the foregoing, neither Developer nor Grantor shall in any event be entitled to, and each hereby waives and releases, any right to seek loss of profits or any special, incidental or consequential damages of any kind or nature from the other Party arising out of or in connection with this Agreement or the termination hereof, and in connection with such waiver each Party is familiar with and hereby waives the provision of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.5. Legal Actions

7.5.1. Institution of Legal Actions

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to cure, correct or remedy any Event of Default, to recover damages as provided herein for any Event of Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions may be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

7.5.2. Applicable Law

The laws of the State of California shall govern the enforcement of this Agreement.

7.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Grantor, service of process on the Grantor shall be made by personal service upon the City Manager of Grantor, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Grantor against Developer, service of process on Developer shall be made by personal service upon the President or Executive Director of Developer or in such other manner as may be provided by law, whether made within or without the State of California.

7.6. Rights and Remedies are Cumulative

To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other party.

7.7. Inaction Not a Waiver of Default

Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8. Attorneys' Fees

In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees and costs.

As used herein, the terms "attorneys' fees" or "attorneys' fees and costs" means the reasonable fees and expenses of counsel to the parties hereto (including, without limitation, in-house or other counsel employed by Grantor or Developer) which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

8. GENERAL PROVISIONS

8.1. Notices, Demands and Communications Between the Parties

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing (“**Notice**”) and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To Grantor: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and
Community Development

To Developer: TWC Housing LLC
c/o The Whole Child
10155 Colima Road
Whittier, CA 90603
Attn: Constanza Pachon

With a copy to:

Law Offices of Francisca Gonzalez Baxa
20185 Pingree Way
Yorba Linda, California 92887
Attn: Francisca Baxa

Any Notice shall be deemed received upon receipt if delivered by hand or messenger, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail, return receipt requested.

8.2. Conflicts of Interest

No member, official or employee of the Grantor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.3. Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.

8.4. Nonliability of Developer and Grantor Officials and Employees

No member, partner, director, official, employee, representative or agent of the Developer shall be personally liable to Grantor, or any successor in interest thereof, in the event of any default or breach by Developer under the terms of this Agreement.

No member, official, employee, representative or agent of Grantor shall be personally liable to Developer, or any successor in interest thereof, in the event of any default or breach by Grantor under the terms of this Agreement.

8.5. Approvals by Grantor and Developer

Approvals required of the parties shall be given within the time set forth in this Agreement, the Schedule of Performance or, if no time is given, within a reasonable time. Wherever this Agreement requires the Grantor or Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless expressly provided to the contrary.

8.6. Force Majeure; Extension of Times of Performance

Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts of failure to act of any public or governmental agency or entity or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a “**Force Majeure**” delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay within forty (40) Business Days of the occurrence thereof (including a description of the Force Majeure event causing such conditions and Developer’s efforts to complete the development of the Project in spite of such conditions).

Provided that written Notice is given by the Party seeking an extension of time pursuant to this provision, the extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section for any Force Majeure delay for a cumulative period of more than twelve (12) months. If said Force Majeure delay extends for more than twelve (12) months, either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party.

Notwithstanding the foregoing, provided that written Notice of the Force Majeure event was given in a timely manner, Developer shall be entitled to an extension of its obligation to complete development of the Project on the Property for up to three (3) additional months (for a total of up to fifteen (15) consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than three (3) months) if Developer demonstrates that as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. Developer

shall notify Grantor in writing of its exercise of such additional three (3) month period (including a description of the Force Majeure event causing such conditions and Developer's efforts to complete the development of the Project in spite of such conditions) not later than thirty (30) days prior to the expiration of the twelve (12) month period specified above.

Times of performance under this Agreement may also be extended in writing by mutual agreement of Grantor and Developer.

8.7. Applicable Law; Interpretation

The laws of the State of California shall govern the interpretation of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting.

8.8. Inspection of Books and Records, Reports

Upon five (5) Business Days prior written notice, Grantor or its Representative shall have the right at all reasonable times during normal business hours to inspect the books and records and other related documents of the Developer pertaining to the satisfaction of its obligations hereunder as reasonably necessary for purposes of enforcing the provisions of this Agreement. Such books, records and related documents shall be maintained by the Developer at locations as agreed by the parties.

8.9. Administration

This Agreement shall be administered by the City Manager or his or her designee. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken, the City Manager or his or her designee is authorized to act unless specifically provided otherwise or the context should require otherwise. The City Manager or his or her designee shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement to comply with the reasonable demands of participating funding partners for the Project, subject to the approval of the City Attorney. Notwithstanding the foregoing, the City Manager or his or her designee may in his or her sole and absolute discretion refer any matter to the City Council, for action, direction or approval.

8.10. Mutual Cooperation

Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

8.11. Ground Breaking and Grand Openings

Grantor shall cooperate with Developer staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by the Developer.

8.12. Independent Contractor

The parties agree that the Developer, in the performance of this Agreement shall act as and be an independent contractor and shall not act in the capacity of an agent, representative, employee or partner of Grantor.

8.13. Time

Time is of the essence in this Agreement.

8.14. Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Grantor, and its successors and assigns, and Developer, and its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

9. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement includes thirty five (35) pages, two (2) signature pages, and Attachments A through F which together constitute the entire understanding and agreement of the Parties. Duplicate originals of this Agreement may be executed, each of which shall be deemed to be an original. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Except as otherwise provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Grantor or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Grantor and Developer.

[Signatures on Next Page]

IN WITNESS WHEREOF, Grantor and Developer have signed this Affordable Housing Grant Agreement as of the date set forth above.

“GRANTOR”

CITY OF SANTA FE SPRINGS, a California
municipal corporation

By: _____
Name: Raymond R. Cruz
Its: City Manager/Executive Director

ATTEST:

By: _____
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By: _____
Ivy Tsai, City Attorney

[SIGNATURE PAGE TO AFFORDABLE HOUSING GRANT AGREEMENT]

[PAGE 1 OF 2]

“DEVELOPER”

TWC Housing LLC, a California limited liability company

By: The Whole Child, a California nonprofit public benefit corporation

Its: Sole member and manager

By: _____

Constanza Pachon, CEO

[SIGNATURE PAGE TO AFFORDABLE HOUSING GRANT AGREEMENT]

[PAGE 2 OF 2]

ATTACHMENT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(To be attached at closing)

ATTACHMENT B

SCOPE OF DEVELOPMENT

This facility will feature 19 units to provide interim housing to homeless families and homeless veteran families. The housing-first, trauma-informed, client centered facility and program will also feature a complete Support Service Center where families will receive housing navigation, employment services, mental health, parent enrichment education, and nutrition education, computer lab and a pantry provided directly from The Whole Child. TWC staff will also connect families to legal services and other community-based services. Families will reside at this facility from 3 to 9 months in average while they work with TWC to secure permanent housing. All work described above shall be performed in accordance with all applicable laws.

ATTACHMENT C

SCHEDULE OF PERFORMANCE

1.	<u>Execution of Agreement.</u> The Agreement is executed by the Parties.	Effective Date.
2.	<u>Open Escrow.</u> The Parties shall open Escrow with the escrow company for the funding of the Grant.	Not later than five (5) business days after the Effective Date.
3.	<u>Submittals into Escrow.</u> The Parties shall submit into escrow the deliverables listed in Section 4.7.	At least two (2) business days prior to Closing.
4.	<u>Closing Procedure.</u> The Grant shall close when the Parties' conditions precedent in Section 4.8 have been satisfied or waived.	Closing is the time and day the Declaration is filed in the Official Records of Los Angeles County and the Grant is funded.
5.	<u>Grant Closing.</u> The Parties shall execute this Affordable Housing Grant Agreement and other documents necessary to evidence the Grant, any documents required to be recorded in connection therewith shall be recorded in the official records of Los Angeles County, and the Grant shall be disbursed to Buyer.	Concurrently with or no later than 30 days after Developer's purchase of the Property from Grantor but prior to the Outside Closing Date. The closing of Developer's purchase of the Property from Grantor and the Grant Closing may occur on the same date.
6.	<u>Building Permits.</u> Developer shall pay for and obtain issuance of all necessary building permits to construct the Project.	Subsequent to Grant Closing but prior to commencement of construction.
7.	<u>Commencement of Construction.</u> Developer shall commence construction of the Project.	Within 30 days of receipt of building permits for the Project.
8.	<u>Completion of Construction.</u> Developer shall complete construction of the Project and obtain a Certificate of Occupancy from the City.	Not later than twenty four (24) months after commencement of construction, or such later date as may be permitted by corporate sponsors, any holder of a Permitted Mortgage or other sources of financing for the Project.
9.		

ATTACHMENT D

DECLARATION

(attached)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Santa Fe Springs
317 Broad Street
Santa Fe Springs, CA 95959
Attn: City Clerk

This document is recorded at the request and for the benefit of the City of Santa Fe Springs, and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103, 27383, and 27388.1

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Lakeland and Laurel)**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Declaration") is dated as of October 5, 2021 (the "Effective Date"), by and between the City of Santa Fe Springs, a California public body corporate and politic (the "City"), and TWC Housing LLC, a California limited liability company, whose address is TWC Housing LLC c/o The Whole Child Attn: Constanza Pachon, 10155 Colima Road, Whittier, CA 90603 (the "Developer").

RECITALS

1. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Declaration. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.
2. The Developer owns the Property. The Property is more particularly described in Exhibit A.
3. The City and the Developer have entered into a Affordable Housing Grant Agreement (the "AHGA") for the City to provide a grant to the Developer for the construction of the Development.
4. The City has agreed to provide the AHGA to Developer on the condition that the Development be maintained and operated in accordance with the restrictions concerning affordability, operation, and maintenance of the Improvements, as specified in this Declaration.

5. In consideration of receipt of the AHGA, the Developer has further agreed to observe all the terms and conditions set forth below.

6. In order to ensure that the Property will be used and operated in accordance with these conditions and restrictions, the City and Developer wish to enter into this Declaration.

THEREFORE, the City and Developer (each a "Party", and, collectively, the "Parties") hereby agree as follows.

ARTICLE 1. DEFINITIONS

1.1 Definitions. When used in this Declaration, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the City shall provide the Developer with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(c) "Assumed Household Size" shall have the meaning set forth in Section 2.2.

(d) "Business Day" shall mean a day of the week on which the City is open to the public for carrying on substantially all business functions of the City. In no event shall a Saturday, Sunday, or any legal holiday in the State of California be considered a Business Day.

(e) "City" shall mean the City of Santa Fe Springs, a California public body corporate and politic.

(f) "

(g) "Declaration" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(h) "Developer" shall mean TWC Housing LLC, a California limited liability company, and its successors and assigns as permitted by this Declaration.

(i) "Development" shall mean the Property and the Improvements.

(j) "Extremely Low Income Household" shall mean a household with an Adjusted Income which does not exceed the qualifying limits for extremely low income families as established and amended from time to time by HUD and defined in Section 5.603(b) of Title 24 of the Code of Federal Regulations, as published by HCD.

(k) "Extremely Low Income Rent" shall mean the maximum allowable rent for an Extremely Low Income Unit pursuant to Section 2.2 below.

(l) "Extremely Low Income Unit" shall mean the Units which, pursuant to Section 2.1 below, are required to be occupied by Extremely Low Income Households.

(p) "HCD" shall mean the State of California Department of Housing and Community Development.

(q) "HUD" shall mean the U.S. Department of Housing and Urban Development.

(r) "Improvements" shall mean the improvements to be constructed by the Developer on the Property, including the Units, and appurtenant landscaping and improvements.

(s) "Management Agent" shall mean the The Whole Child or an affiliate of The Whole Child retained by the Developer, in accordance with this Declaration, for the day-to-day operation of the Development.

(t) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size, as specified herein, in the City of Santa Fe Springs, California, as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(u) "Official Records" shall mean the official records of the City of Santa Fe Springs.

(v) "Other Income Household" shall mean a household with an Adjusted Income which does not exceed one hundred percent (100%) of Median Income, adjusted for Actual Household size.

(w) "Other Income Rent" shall mean the maximum allowable rent for an Other Income Unit pursuant to Section 2.2 below.

(x) "Other Income Unit" shall mean the Units which, pursuant to Section 2.1 below, are required to be occupied by Other Income Households.

(y) "Other Regulatory Agreement" shall mean, collectively, any use restriction, regulatory agreement, declaration of covenants, conditions, and restrictions, or similar document, recorded in the Official Records restricting the Developer's use of the Property for affordable housing to income-eligible households.

(z) “

(aa) "Property" shall mean the Developer's interest in the real property described in Exhibit A attached hereto and incorporated herein.

(bb) "Rent" shall mean the total of monthly payments by the tenants of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant (as established by the Regional Housing Authority, or such other appropriate agency), including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the Tenant.

(cc) "Tenant" shall mean a household occupying a Unit.

(dd) "Units" shall mean the nineteen interim housing units to be constructed by the Developer on the Property.

(ee) "Very Low Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(ff) "Very Low Income Rent" shall mean the maximum allowable rent for an Very Low Income Unit pursuant to Section 2.2 below.

(gg) "Very Low Income Unit" shall mean the Units which, pursuant to Section 2.1 below, are required to be occupied by Very Low Income Households

ARTICLE 2. AFFORDABILITY COVENANTS

2.1 Occupancy Requirements

Income Requirements. The Units shall be rented to and occupied by or, if vacant, available for occupancy by households as follows:

	Extremely Low Income Household	Very Low Income Household	Other Income Household	Total
One Bedroom Unit	4	0	0	4
Two Bedroom Unit	9	0	0	9
Three Bedroom Unit	6	0	0	6
Total	19	0	0	19

For the purposes of this Section only, the one (1) manager's unit shall not be included, and nothing in this Declaration shall be deemed to regulate or restrict the income of the occupants of the manager's units, or rent (if any) charged to such unit. Nothing in this Section shall be deemed to waive, limit, or impair the Developer's right to further restrict the Units to the extent required by any Other Regulatory Declaration.

2.2 Allowable Rent, if applicable.

(a) Extremely Low Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Extremely Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Extremely Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(c) Other Income Rent. Subject to Section 2.3 below, the Rent charged to Tenants of the Other Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred percent (100%) of Median Income, adjusted for Assumed Household Size.

(d) Assumed Household Size. In calculating the allowable Rent for the Units, the following Assumed Household Sizes shall be utilized, provided that if the Project is subject to an Other Regulatory Declaration that utilizes a different determination of household size, the Owner may utilize such other determination of household size:

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
One	2
Two	3
Three	4

(e) City Approval of Rents. As of the Effective Date, initial rents for all Units shall be approved by the City prior to occupancy. The Developer shall provide the City an annual written report setting forth the proposed annual rent increase, if any, for the subsequent year on such date mutually acceptable to the Parties. The City shall have fifteen (15) days following the receipt of such report to either approve or disapprove of such rent increase. Any disapproval shall state with reasonable specificity the basis for disapproval and permit Developer the opportunity to appeal or revise and resubmit the proposed annual rent increase for approval. The City shall approve such rent increase if such increase complies with the requirements of this Declaration. The City's failure to either approve or disapprove of such proposed rent increase within such fifteen (15) days shall be deemed approval. The foregoing notwithstanding, City approval shall not be required if the Developer provides the City written evidence, reasonably acceptable to the City, that the proposed rent increase is consistent with TCAC requirements.

(f)

(g) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., an Extremely Low Income Household, a Very Low Income Household, or an Other Income Household) as the initial income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the Unit (e.g., an Extremely Low Income Household, a Very Low Income Household, or an Other Income Household) shall be redetermined.

2.3 Tenant Selection.

(bb) Nondiscrimination.

(1) Source of Income. The Developer shall not discriminate on the basis of source of income or rent payment (for example, TANF or SSI) or poor credit history if a prospective Tenant's previous rent history of at least one (1) year provides evidence of Tenant's ability to pay the applicable Rent (ability to pay shall be demonstrated if the prospective Tenant can show that the Tenant has paid the same percentage or more of the Tenant's income for Rent as the Tenant would be required to pay for the Rent applicable to the Unit to be occupied).

(2) Section 8 Housing Choice Voucher Holders. The Developer will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Developer shall not apply selection criteria to Section 8 voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Developer apply or permit the application of management

policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Units by such prospective Tenants.

(3) General Public. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Developer shall not give preference to any particular class or group of persons in renting the Units, except to the extent that: (i) the Units are required to be leased to an Extremely Low Income Household, a Very Low Income Household, or an Other Income Household; (ii) the Units are required to be leased to specific populations in accordance with any Other Regulatory Declaration. There shall be no discrimination against or segregation of any person or group of persons, on account of any classification protected by applicable law, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall Developer or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, or subtenants of any Unit or in connection with the employment of persons for the operation and management of the Development.

(4) Household Size. Subject to any applicable law, and any TCAC regulations, if any, the Developer shall not refuse to rent to any prospective Tenant on the basis of household size so long as such household size is not smaller than the minimum or larger than the maximum household size set forth below:

<u>Number of Bedrooms</u>	<u>Minimum Household Size</u>	<u>Maximum Household Size</u>
One	1	3
Two	2	5
Three	3	7

2.4 Lease Provisions. If applicable, Developer shall include in occupancy agreements/leases for all Units provisions which authorize Developer to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification as an Extremely Low Income Household, a Very Low Income, or an Other Income Household. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits such household's Rent may be subject to increase.

2.5 Condominium Conversion. The Developer shall not convert the Development's Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property, or any portion thereof, during the Term of this Declaration.

2.6 Relocation to Different Unit Based on Household Size. To ensure that the Units are not underutilized, the Developer shall maintain the minimum and maximum occupancy standards set forth in Section 2.4(b)(4) by obtaining an annual certification of each Tenant's household size to be included with the Tenant's income certification provided in accordance with Section 3.1.

Upon such annual recertification the Developer shall require a Tenant to relocate to a larger or smaller Unit, as applicable, depending on the increase or reduction in the Tenant's household size.

2.7 Waiting List. The Developer shall maintain a waiting list of potential applicants for the Units, and shall update the waiting list(s) at least once per year.

ARTICLE 3. REPORTING

3.1 Records. Developer shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants during normal business hours upon no less than 72 hours prior notice. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City upon no less than 72 hours prior notice. The Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.2 On-site Inspection. In addition to any rights under the Loan Declaration, the City shall have the right to perform an on-site inspection of the Development at least one time per year, including the right to inspect Units, subject to any applicable notice required by applicable law, and the rights of the Tenants under applicable leases, to confirm that the Units constitute decent, safe, and sanitary housing. The Developer agrees to cooperate in such inspection.

ARTICLE 4. OPERATION OF THE DEVELOPMENT

4.1 Residential Use. The Development shall be used only for rental residential use, and each Unit shall be used as interim residence for each household No Unit may be used for tourist, or transient, use, or any other short-term rental use, or be listed on any "hosting platform" (as defined in California Business & Professions Code 22590, as may be amended from time to time), including, but not limited to any Internet-based "hosting platform", such as "airbnb.com", or any similar service.

4.2 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest,

shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Developer shall only apply for a welfare exemption pursuant to Section 214(g) of the California Revenue and Taxation Code.

ARTICLE 5. PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. The Developer shall be responsible for all management functions with respect to the Development, including without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no direct, or indirect, responsibility over management of the Development; however, the Developer shall operate the Development in accordance with this Declaration in a manner acceptable to the City. At all times during the Term, the Developer shall retain the Management Agent approved by the City in its reasonable discretion to perform its management duties hereunder. Resident manager(s) shall also be required in accordance with applicable law.

5.2 Periodic Performance Review. The City reserves the right to conduct an annual (or more frequently, if the Development was previously deemed out of compliance with this Declaration by the City, and deemed reasonably necessary by the City) review of the management practices and financial status of the Development (including, but not limited to, a review of the Management Agent's performance). The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Declaration. The Developer shall cooperate with the City in such reviews.

5.3 Replacement of Management Agent. If, as a result of a periodic review, the City determines, in its reasonable judgment, that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Declaration, the Loan Declaration, the City shall deliver notice to Developer of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Developer of such written notice, or such later date as approved by the City, City staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development. If after a reasonable period as determined by the City (not to exceed sixty (60) days), the City determines that the Developer is not operating and managing the Development in accordance with the material requirements and standards of this Declaration and the Loan Declaration, the City may require replacement of the Management Agent in accordance with this Declaration.

If, after the above procedure, the City requires in writing the replacement of the Management Agent, Developer shall promptly dismiss the then Management Agent, and shall appoint as the replacement management agent, subject to any approval required under the Other Regulatory Declarations (if any), a person or entity meeting the standards for a management agent set forth above and approved by the City.

Any contract for the operation or management of the Development entered into by Developer shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute a default under this Declaration, and the Loan Declaration.

5.4 Approval of Management Plans and Policies. Prior to the initial occupancy of any of the Units at the Property, and annually thereafter to the extent of any amendments thereto, the Developer shall submit its written management plan and policies with respect to the Development to the City for its review and approval (the "Management Plan"). If the Developer's proposed Management Plan sets forth the Developer's commitment and ability to operate the Development in accordance with this Declaration, and applicable laws, the City shall approve the proposed Management Plan by notifying the Developer in writing. Unless the proposed Management Plan is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. If the proposed Management Plan is disapproved by the City, the Developer shall submit for the City's approval a new proposed Management Plan, which addresses the inadequacies set forth in the City's notice, within thirty (30) days following the City's disapproval. The Developer's failure to obtain the City's approval of a Management Plan which approval shall not be withheld unreasonably, within one hundred twenty (120) days from the date of the Developer's initial submission of the proposed Management Plan shall constitute a default under this Declaration and the Loan Declaration.

5.5 Property Maintenance. The Developer agrees, for the entire Term, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

(a) Landscaping. All landscaping shall be maintained in a healthy and thriving condition, free from weeds, trash, and debris. The Developer agrees to have landscape maintenance performed every other week (or more frequently if necessary), including replacement of dead or diseased plants with comparable plants. The Developer agrees to adequately water the landscaping on the Property. All irrigation systems shall be maintained to provide the optimum amount of water to the landscaped areas for plant growth without causing soil erosion or water runoff. No improperly maintained landscaping on the Property shall be visible from public streets and/or rights of way.

(b) Yard Area. No yard areas on the Property shall be left unmaintained, including, but not limited to:

(1) broken or discarded furniture, appliances and other indoor household equipment stored in common areas or other exterior areas for a period exceeding one (1) week;

(2) packing boxes, lumber trash, dirt and other debris in areas visible from public property or neighboring properties; and

(3) vehicles parked or stored in other than approved parking areas.

(c) Building. No buildings located on the Property may be left in an unmaintained condition so that any of the following exist:

(1) violations of state law, uniform codes, or City ordinances;

(2) violations of the Housing Quality Standards described in 24 CFR § 982.401 et seq. regardless of whether such standards are otherwise applicable to this Development by any federal funding source or federal regulation. Such standards, as may be amended from time to time, are hereby incorporated into this Declaration by this reference;

(3) conditions that constitute an unsightly appearance that detracts from the aesthetics or value of the Property, as reasonably determined by the City, or that constitutes a private or public nuisance;

(4) broken windows;

(5) graffiti (must be removed within 72 hours); and

(6) conditions constituting hazards and/or inviting trespassers, or malicious mischief.

(d) Exterior Lighting. All exterior lighting on the Property shall be maintained to reflect downward and avoid any impacts on adjacent homes, structures, or properties.

The City places prime importance on quality maintenance to protect its investment and to ensure that all City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance or are not allowed to endanger the health and safety of the Tenants or the surrounding community. Normal wear and tear of the Development will be acceptable to the City assuming the Developer agrees to provide all necessary improvements to assure the Development is maintained in good condition, as reasonably determined by the City. The Developer shall promptly make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Developer breaches any of the covenants contained in this section and such default continues for a period of ten (10) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or the Developer fails to commence to cure any breach within thirty (30) days after written notice from the City (and thereafter fails to diligently pursue such cure to completion), with respect to landscaping and building improvements (or to preserve the health and safety of the Tenants and/or surrounding community), then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts

and work necessary to cure the default. The Developer hereby irrevocably grants the City, and the City's employees and agents, a right of entry for such purpose. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Developer to the City upon demand. In addition, the Developer's failure to comply with this Section shall constitute a default pursuant to Section 6.4 of this Declaration.

Notwithstanding anything contained herein to the contrary, the City agrees that Developer's limited partner shall have the right, but not the obligation, to cure any defaults of Developer hereunder, and the City agrees to accept cures tendered by the Developer's limited partner on behalf of Developer within the cure periods described herein, as if tendered by Developer.

5.6 Safety Conditions. The Developer agrees to implement and maintain throughout the Term the following security measures in the Development:

- (a) maintain adequate and functioning lighting in parking areas;
- (b) work with the City of Santa Fe Springs's Police Department to implement and operate an effective neighborhood watch program;
- (c) provide added security measures to prevent unlawful entry into the Improvements including dead-bolt locks for every entry door, and where entry doors are damaged, replace them with solid-core doors; and
- (d) such other commercially reasonable efforts to maintain the Development as a crime-free and drug-free living environment (including, but not limited to prohibiting loitering at or within any portion of the Development).

ARTICLE 6. MISCELLANEOUS

6.1 Term. The provisions of this Declaration shall apply to the Property for the entire Term. This Declaration shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. .

6.2 Compliance with the Loan Agreement. The Developer's actions with respect to the Property shall at all times be in full conformity with all requirements of the AHGA.

6.3 Covenants to Run With the Land. The City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Declaration shall run with the

land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Declaration said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Declaration.

6.4 Developer Default; Enforcement by the City. If Developer fails to perform any material obligation under this Declaration, and fails to cure the default within thirty (30) days after the City has notified the Developer in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure (in no event to exceed ninety (90) days from the date of the City's initial notice), the City shall have the right to enforce this Declaration by any or all of the following actions, or any other remedy provided by law:

(bb) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Developer's performance of its obligations under this Declaration, and/or for damages. Developer acknowledges that any breach in Developer's performance of Developer's obligations under this Declaration shall cause irreparable harm to the City, and materially impair the public policy objectives to provide affordable housing within the City. Therefore, Developer agrees that the City is entitled to equitable relief in the form of specific performance, and that an award of damages may not be adequate to compensate the City for Developer's failure to perform according to the terms of this Declaration. Notwithstanding the foregoing, the City, in its sole and absolute discretion, may elect the appropriate remedy for Developer's default under this Declaration.

(cc) City Sublease of Units. If and to the extent necessary to correct any Developer default, the Developer hereby grants to the City the option to lease, from time to time, Units in the Development for a rental of One Dollar (\$1.00) per Unit per year for the purpose of subleasing such Units to comply with Article 2 of this Declaration and hereby agrees to execute such agreements or further documentation and to take such further action reasonably requested by the City to provide the City the ability to sublease the Units following such uncured default. Any rents received by the City under any such sublease shall be paid to the Developer after the City has been reimbursed for any expenses incurred in connection with such sublease.

6.5 Recording and Filing. The City and Developer shall cause this Declaration, and all amendments and supplements to it, to be recorded against the Property in the Official Records.

6.6 Governing Law. This Declaration shall be governed by the laws of the State of California.

6.7 Amendments. This Declaration may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the Official Records.

6.8 Notices.

(a) Notice. Formal notices, demands, and communications between the City and the Developer shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by: (i) registered or certified mail, postage prepaid, return receipt requested; (ii) delivered by reputable overnight delivery service; or (iii) delivered by facsimile or by electronic mail, with an additional copy immediately delivered by one of the methods set forth in clause (i) or (ii), to the principal office of the Parties as follows:

City:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and Community Development

with a copy to:

Jones & Mayer Attorneys
3777 N. Harbor Blvd.
Fullerton, CA. 92835
Attn: Ivy Tsai, City Attorney

Developer:

TWC Housing LLC
c/o The Whole Child
101055 Colima Road
Whittier, CA
Attn: Constanza Pachon

With a copy to:

Law Offices of Francisca Gonzalez Baxa
20185 Pingree Way
Yorba Linda, CA 92887
Attn: Francisca Baxa, Esq.

(b) New Address; Delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

(c) Mandatory Provision. Notwithstanding any provision of this Declaration to the contrary, in no event shall any submittal by the Developer to the City be deemed approved unless the request for approval contains the following provision, in bold print, with the blank space completed by Developer with the appropriate number of days provided for the approval of such item in this Declaration:

NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN ____ DAYS SHALL BE DEEMED AN APPROVAL PURSUANT TO SECTION ____ OF THE REGULATORY AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND TWC HOUSING LLC THIS PROVISION HAS BEEN INCLUDED WITH THIS SUBMITTAL PURSUANT TO SECTION 6.8 OF THE REGULATORY AGREEMENT.

The City shall not be deemed to have approved, or otherwise waived any approval right, of any item submitted by the Developer if the notice from the Developer does not include such provision as set forth above. In the event of any conflict between this provision and any other provision of this Declaration, the terms of this provision shall control.

6.9 Relationship of Parties. Nothing contained in this Declaration shall be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnership or of joint venture or of association. The relationship of the parties is that of a grantor and grantee. Developer further acknowledges, understands and agrees that the City does not undertake or assume any responsibility for or duty to Developer to select, review, inspect, supervise, pass judgment on, or inform Developer of the quality, adequacy or suitability of the Units (or any other portion of the Property). The City owes no duty of care to protect Developer against negligent, faulty, inadequate or defective building or construction or any condition of the Property and Developer agrees that neither Developer, or Developer's heirs, successors or assigns shall ever claim, have or assert any right or action against the City for any loss, damage or other matter arising out of or resulting from any condition of the Property and will hold the City harmless from any liability, loss or damage as set forth below. Any review by the City of any documents submitted by the Developer to the City pursuant to this Declaration, including, but not limited to the form of any tenant lease or any proposed marketing plan, is solely to confirm compliance with the requirements of this Declaration and shall not be deemed to be a representation of any kind of the validity, business advantage, or legal enforceability of such document(s).

6.10 Hold Harmless; Indemnity. Upon demand by the City, and in addition to any obligations set forth in the AHGA, Developer shall indemnify, defend (with counsel reasonably selected by the City), and hold harmless the Indemnified Parties (as defined in the Loan Agreement) from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from: (i) Developer's performance or non-performance of its obligations hereunder; (ii) Developer's ownership of the Property; or (iii) the development, construction, marketing, rental and operation of the Development or the relocation of any occupants on the Property, except for claims arising solely from the gross negligence, willful

misconduct, illegal acts, or breach of this Declaration by any Indemnified Party. The indemnification obligations set forth in this Section shall survive any termination or expiration of this Declaration.

6.11 Time is of the Essence. Time is of the essence in this Declaration. All references to days in this Declaration are calendar days, unless explicitly referenced as a Business Day. The number of days specified in any provision of this Declaration shall be counted by excluding the first day and including the last day, unless the last day is a not a Business Day, in which case it shall be excluded. Any act required by this Declaration to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Declaration is not a Business Day, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first day following that is a Business Day.

6.12 Interpretation. The use in this Declaration of the words "including," "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The headings of this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the party or parties may require.

6.13 No Limitation on City Regulatory Powers. Nothing in this Declaration shall limit, waive, or otherwise impair the authority and discretion of any office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property.

6.14 Severability. If any provision of this Declaration shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Declaration shall not in any way be affected or impaired thereby.

6.15 State Law Requirements.

(a) Enforcements by Certain Third Parties. Pursuant to California Health and Safety Code Section 33334.3(f)(7) a default under this Declaration, including the rental of a Unit by the Developer to a household not eligible under this Declaration, may be enforceable by the City, a residents' association, a resident of another affordable unit, a former resident of a Unit, a person on an affordable housing waiting list, and others who are listed in any applicable state law. The Parties agree and acknowledge that such rights shall only exist during such time, if any, that the Property is subject to the requirements of California Health and Safety Code Section 33334.3(f)(7), or any successor statute.

6.16 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Declaration or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the City.

6.17 Complete Understanding of the Parties. This Declaration constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this Declaration. This Declaration shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Declaration and their counsel have read and reviewed this Declaration and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Declaration.

6.18 City Approval. Whenever this Declaration calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Executive Officer, or his or her designee as designated in writing, shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager, or his or her designee as designated in writing, to deliver such approvals or consents as are required by this Declaration, or to waive requirements under this Declaration, on behalf of the City. Any consents or approvals required under this Declaration shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager, or his or her designee as designated in writing, is also hereby authorized to approve, on behalf of the City, requests by the Developer for reasonable extensions of time deadlines set forth in this Declaration. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Declaration.

6.19 Force Majeure. In addition to specific provisions of this Declaration, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; any City-wide orders regarding a public health emergency (provided that the impact(s) of such order could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Declaration); weather (provided that such claim is documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); inability to secure necessary labor, materials or tools (despite the Developer's good faith and commercially reasonable efforts to obtain); acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the City); or any other causes (other than Developer's inability to obtain financing for the Property) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within thirty (30) days from the date the Party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other Party within thirty (30) days after receipt of the notice. Times of performance under this Declaration may also be extended in writing by the City and the Developer. Notwithstanding the foregoing, in no event shall: (a) the City be required to agree to cumulative delays in excess of one hundred eighty

(180) days; or (b) any delay, regardless of cause, be deemed to waive, limit, or otherwise amend Developer's obligation to repay the Loans, in accordance with Loan Documents.

6.20 Multiple Originals; Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed to be an original.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the City and Developer have executed this Declaration by duly authorized representatives as of the Effective Date.

DEVELOPER:

THE TWC HOUSING LLC

By: The Whole Child, a California nonprofit public benefit corporation
Its: sole member and manager

By: _____
Name: Constanza Pachon
Its: CEO

Signatures Continue on Following Page

CITY:

CITY OF SANTA FE SPRINGS FOR THE HOUSING
SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE
SPRINGS

By:

Raymond R. Cruz, City Manager/Executive Director

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

Ivy Tsai, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
CITY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
CITY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
CITY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

The land described herein is situated in the State of California, County of Los Angeles, City of Santa Fe Springs, described as follows:

[TO BE INSERTED UPON FILING OF FINAL PARCEL MAP]

RESOLUTION NO. HS-2021-006

RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING A PURCHASE AND SALE AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS

**(NORTHEAST CORNER OF LAKELAND ROAD AND LAUREL AVENUE)
(APN'S 8011-011-906, -607& -912)**

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

Section 1. The Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the Executive Director to finalize negotiations, open escrow, and execute a Purchase and Sale Agreement, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents to complete the sale of the property located at the northeast corner of Lakeland Road and Laurel Avenue, which includes APN's 8011-011-906, -607 & -912.

Section 2. Upon satisfaction of all terms and conditions of the Purchase and Sale Agreement the Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs authorizes the Executive Director to execute a Grant Deed as specified in the Purchase and Sale Agreement.

Section 3. The City Clerk is directed to record or have recorded the Grant Deed, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

Section 4. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15332 for in-fill development projects of no more than 5 acres in size and the City environmental coordinator shall file a notice of exemption in the time frame required by law.

PASSED AND ADOPTED this 5th day of October 2021, by the following roll call vote:

John M. Mora, Mayor

ATTEST:

Janet Martinez, City Clerk

EXHIBIT A

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of October 5, 2021 (the "**Effective Date**"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (the "**Seller**") and HABITAT FOR HUMANITY OF GREATER LOS ANGELES, a California nonprofit public benefit corporation, (the "**Buyer**" and collectively, with Seller, the "**Parties**"), with reference to the following recitals of fact:

RECITALS

A. WHEREAS, California redevelopment agencies, including the Redevelopment Agency of the City of Santa Fe Springs ("RDA") were dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173 and AB x1 26, as modified by Assembly Bill No. 1484 (as modified to date, the "**Dissolution Law**"), which added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "**CRL**").

B. WHEREAS, pursuant to CRL § 34176 (a) and Resolution No. 2012- [REDACTED] of the City Council of Seller, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets, were transferred to Seller, [including the Site], making Seller the "**Housing Successor**" to the former [RDA][CDC] under the Dissolution Law.

C. WHEREAS, Seller is the owner of that certain real property located north of Lakeland Road on Laurel Drive, in the City of Santa Fe Springs ("**City**") as described on Exhibit A attached hereto and incorporated herein by this reference (the "**Site**").

D. WHEREAS, Buyer has proposed to develop eighteen (18) residential homeownership units (the "**Project**") on the Site (including any improvements constructed thereon, the "**Property**"). A description of the proposed Project is attached as Exhibit B of this Agreement (the "**Project Description**"). The Site is depicted on Exhibit C attached hereto and incorporated herein by this reference.

E. WHEREAS, Buyer is an experienced developer of affordable housing projects, including affordable homeownership housing.

F. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller agrees to sell the Property to Buyer, and (ii) Buyer agrees to purchase the Property from Seller for the purpose of constructing the Project on the Property.

AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "**Agency Grantor**" means the City of Santa Fe Springs, a municipal corporation, acting in its capacity as Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs.

(b) "**Agency Grant**" means an Agency grant in the amount of \$1,300,000 to Buyer for the development and construction of the Project.

(c) **“Agency Grant Closing Date”** means such date as the Agency Grant is disbursed in accordance with Section 9 (b) and the Grant Funding Agreement.

(d) **“Business Day”** shall mean a day other than a Saturday, a Sunday or a day on which lenders in Los Angeles County are authorized or obligated by law or executive order to close.

(e) **“Close of Escrow”** means the date the Grant Deed is recorded in the Official Records of Los Angeles County. Neither Party shall be obligated to Close Escrow until Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires in order to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(f) **“Code”** means the Internal Revenue Code of 1986, as amended.

(g) **“Construction Lender”** means the lender of the Construction Loan.

(h) **“Construction Loan”** means the construction loan or a line of credit to be obtained by Buyer to finance, in part, the construction of the Project upon on terms and conditions acceptable to Buyer in its sole discretion.

(i) **“Force Majeure Delay”** shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(j) **“Force Majeure Event”** shall mean act of God, natural disaster, accident, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, pandemic, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(k) **“Grant Funding Agreement”** means the agreement between Buyer and Seller setting forth the terms, conditions, and applicable restrictive covenants required by Seller, and creating duties and obligations of the Buyer, in consideration of receiving the Agency Grant.

(l) **“Hazardous Materials”** means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (c) any “pesticide” or “economic poison” as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in

connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(m) **"Land Closing"** has the meaning ascribed thereto in Section 4 hereof.

(n) **"Land Closing Date"** has the meaning ascribed thereto in Section 7 hereof.

(o) **"Outside Land Closing Date"** means June 30, 2025 (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(p) **"Permitted Exceptions"** shall mean those exceptions to title to the Property listed on Exhibit F attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(q) **"Project"** has the meaning set forth in Recital B.

(r) **"Project Building Permits"** means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(s) **"Project Design Documents"** means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(t) **"Property Information"** means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

(u) **"Schedule of Performance"** means the schedule attached as Exhibit G hereto.

2. Purchase and Sale of Property. Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the Property; all rights, privileges and easements appurtenant to the Property (collectively, the **"Appurtenances"**); all improvements and fixtures located upon the Property (collectively, the **"Improvements"**); to the extent assignable by Seller, all of Seller's right, title and interest in and to all development rights, entitlements, governmental permits, licenses, certificates and other governmental approvals (including any Bureau of Real Estate approvals), air rights, water, water rights, water stock, utility and other permits, pre-paid fees, deposits, fee and tax credits, and any refunds, if any, that are appurtenant to the Property, all easements, rights of way and other rights appurtenant used in connection with the beneficial use and enjoyment of Property, and all of the rights of Seller, if any, in any other intangible personal property (including without limitation, all warranties, indemnities, reports, studies and other work product) used in connection with the ownership, use and/or operation of the Property (collectively, the **"Intangible Property"**); and all tangible personal property located on or in, or used in the ownership, use, occupancy or operation of the Property and/or Improvements (collectively, the **"Tangible Property"**). The Property, the Appurtenances, and the Improvements are sometimes referred to herein collectively as the **"Real Property."** The Real Property, the Intangible Property and the Tangible Personal Property are sometimes referred to herein as the **"Property."**

3. Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be Ten Dollars (\$10.00).

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) The acquisition and sale of the Property shall be consummated through an escrow (the “**Escrow**”) to be opened with North American Title Company (the “**Escrow Holder**”). The Purchase Price shall be deposited into Escrow concurrently with opening of the account with the Escrow Holder.

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars (\$100.00) (the “**Independent Consideration**”). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer’s deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the “**Land Closing Date**” (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer’s closing costs and proration charges (the “**Land Closing Amount**”). For purposes of this Agreement, the term “**Land Closing**” means the date upon which the Grant Deed is recorded in the Official Records of Los Angeles County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as Exhibit D (the “**Grant Deed**”). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner’s Policy of Title Insurance (2006 Form) in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the “**Title Policy**”). The Title Policy shall provide full coverage against mechanics’ and materialmen’s liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the “**Endorsements**”). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the “**Pre-Disapproved Exceptions**”): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller’s affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports,

environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the “**Property Information**”). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer’s engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the “**Investigations**”). Buyer shall provide Seller not less than 24 hours’ notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer’s sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller’s lenders as additional insureds on Buyer’s commercial general liability insurance policy with a combined limit of not less than \$1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) which result from any damage to persons or property caused by Buyer’s Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller’s acts or omissions or Buyer’s mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Los Angeles County, California on the date elected by Buyer (the “**Land Closing Date**”); provided, that if the Land Closing has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement. The Parties shall exercise commercially reasonable efforts to effect the Land Closing by the date set forth in the Schedule of Performance.

(b) Buyer’s Conditions to Land Closing. Buyer’s obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 11 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(vii) Buyer and Seller have entered into a Grant Funding Agreement which will specifically set forth the terms, conditions, and restrictive covenants applicable to the Agency Grant.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer) by the date determined in accordance with the Schedule of Performance, then, upon Buyer's written request, this Agreement may be terminated. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date, but in no event later than the Outside Land Closing Date, which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

(v) Buyer and Seller have entered into a Grant Funding Agreement which will specifically set forth the terms, conditions, and restrictive covenants applicable to the Agency Grant.

(vi) Each and all of the representations and warranties made by Buyer in Section 11 hereof shall be true and correct as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller) by the Outside Land Closing Date, then, provided Seller is not in default hereunder, upon Seller's written request, this Agreement may be terminated. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. Upon the Close of Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) An original of an Assignment of Intangible Property, in the form attached hereto as Exhibit E (the "Intangible Assignment"), executed by Buyer, as assignee; and

(C) The Grant Funding Agreement, executed and acknowledged by Buyer, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An original of the Intangible Assignment, executed by Seller, as assignor;

(C) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(D) The Grant Funding Agreement, executed and acknowledged by Seller, and any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed to be recorded in the office of the County Recorder for the Los Angeles County, State of California and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations;

(D) Remit to Seller the remaining funds held for Seller's account; and

(E) Deliver an original of the Intangible Assignment, the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Buyer shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer shall pay the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Los Angeles County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Los Angeles County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing

indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Development Activities and Obligations.

(a) Financing of Project. Buyer and Seller agree that the development and construction of the Project shall be financed with a combination of (i) the Agency Grant, (ii) the proceeds of one or more lines of credit available to Buyer or a conventional construction loan; and (iii) any third party funding obtained by Buyer for the Project.

(b) Agency Grantor Financing.

(i) Agency Grantor Failure to Fund. If Agency Grantor defaults under the Grant Funding Agreement, Buyer shall have the right to terminate this Agreement within three (3) Business Days after receipt of notice of such default.

(ii) Funding of Agency Grant. Buyer and Seller will enter into a Grant Funding Agreement and other related documents evidencing the Agency Grant ("**Agency Grant Agreement Documents**") in such a form as is reasonably acceptable to Buyer and Seller. Two (2) Business Days prior to the Land Closing Date, Seller shall deposit an amount equal to the Agency Grant amount with the Escrow Holder which shall be released to Buyer upon Land Closing to pay for costs incurred by Buyer in connection with the development and construction of the Project.

10. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.

(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to Seller Loan Closing, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated

by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the **"Buyer Work Product"**). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

11. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has been previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property, which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "**Interim Period**"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Raymond R. Cruz, City Manager ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

12. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "**AS IS, WHERE IS**" PHYSICAL CONDITION AND IN AN "**AS IS, WHERE IS**" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

13. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a "material portion" being more than two percent (2%) of the net acreage of Property) or any adjacent or neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller's obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

14. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

15. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the

right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 13 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

16. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein at any time prior to Seller Loan Closing and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of One Thousand Dollars (\$1,000). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of One Thousand Dollars (\$1,000) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677. Notwithstanding anything to the contrary in this Agreement, in no event shall Buyer be liable for any special, consequential, indirect or punitive damages.

17. Schedule of Performance. The Parties agree to use commercially reasonable efforts to perform their respective obligations hereunder by the dates set forth in the Schedule of Performance.

18. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, officers, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential, indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Seller Loan Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction, development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property and not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising

from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, or until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding special, consequential, indirect, punitive or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing and not previously disclosed to Buyer in writing, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Buyer Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

19. Miscellaneous.

(a) Assignment; Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to

be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer: Habitat for Humanity of Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attention: President

With a copy to:

Leibold McClendon & Mann
9841 Irvine Center Drive, Ste. 230
Irvine, CA 92681
Attention: Joy Otsuki

If to Seller: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and
Community Development

If to Escrow Holder: North American Title Company
Attention: Erin Tweedy
711 West Kimberly Avenue, Suite 200
Placentia, CA 92870
etweedy@nat.com
(949) 419-9459

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 19(e) shall survive the Land Closing or termination of this Agreement.

(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Los Angeles, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Los Angeles, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term "Person" shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day,

the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Los Angeles County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii) solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

BUYER:

HABITAT FOR HUMANITY OF GREATER LOS ANGELES

By: _____
Erin Rank, President and CEO

SELLER:

CITY OF SANTA FE SPRINGS

By: _____
Raymond R. Cruz, City Manager

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
IVY TSAI
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 2 AND 3, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 24115, FILED IN [BOOK 266, PAGES 94](#) AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY.

EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED NOVEMBER 13, 1952 AS [INSTRUMENT NO. 149](#) IN [BOOK 40286, PAGE 183 OFFICIAL RECORDS](#), ALL OIL, ALL WATER, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., A CORPORATION, BY DEED RECORDED NOVEMBER 13, 1952 AS [INSTRUMENT NO. 149](#) IN [BOOK 40286, PAGE 183](#) OFFICIAL RECORDS.

ALSO EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED DECEMBER 2, 1957 AS [INSTRUMENT NO. 1431](#) IN [BOOK 56164, PAGE 306](#) OFFICIAL RECORDS, ALL OIL, MINERALS, GAS OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY HEREIN, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED DECEMBER 2, 1957 AS [INSTRUMENT NO. 1431](#) IN [BOOK 56164, PAGE 306](#) OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 25238, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 288, PAGES 65](#) AND 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS AND ALL OTHER MINERALS OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED IN THE DEED RECORDED SEPTEMBER 21, 1954 IN [BOOK 45629, PAGE 238](#) OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS RESERVED IN DEED RECORDED SEPTEMBER 24, 1948 AS [INSTRUMENT NO. 969 OFFICIAL RECORDS](#).

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS

EXHIBIT A
(Continued)

RESERVED BY LOFTUS LAND CO., IN DEED RECORDED OCTOBER 21, 1955 AS [INSTRUMENT NO. 607 OFFICIAL RECORDS](#).

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL WATER, OIL, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED SEPTEMBER 27, 1951 IN [BOOK 37292, PAGE 364](#) OFFICIAL RECORDS.

BY AN INSTRUMENT DATED MARCH 22, 1954, EXECUTED BY LOFTUS LAND CO., A CORPORATION, RECORDED MARCH 29, 1954 IN [BOOK 44182, PAGE 434](#) OFFICIAL RECORDS, THE RIGHT OF ENTRY FOR THE PURPOSE OF EXPLORING FOR, DRILLING, DEVELOPING, PRODUCING, EXTRACTING, RECOVERING, TRANSPORTING AND REMOVING MINERALS, GAS, OILS AND OTHER HYDROCARBON SUBSTANCES, WAS QUITCLAIMED TO THE RECORD OWNER.

[APN: 8011-011-906](#), 8011-011-907, 8011-011-912

EXHIBIT B

PROJECT DESCRIPTION

10940 Laurel Avenue and 13311 Lakeland Road, Santa Fe Springs, CA

Developer is proposing to build eighteen (18) homes on the Property, each home with two (2) car parking. The eighteen homes will consist of 18 townhome units within three separate buildings. The homes will be approximately 1,350 sq. ft. in size with three (3) bedrooms and two and one-half (2.5) bathrooms.

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

EXHIBIT C

DEPICTION OF THE SITE

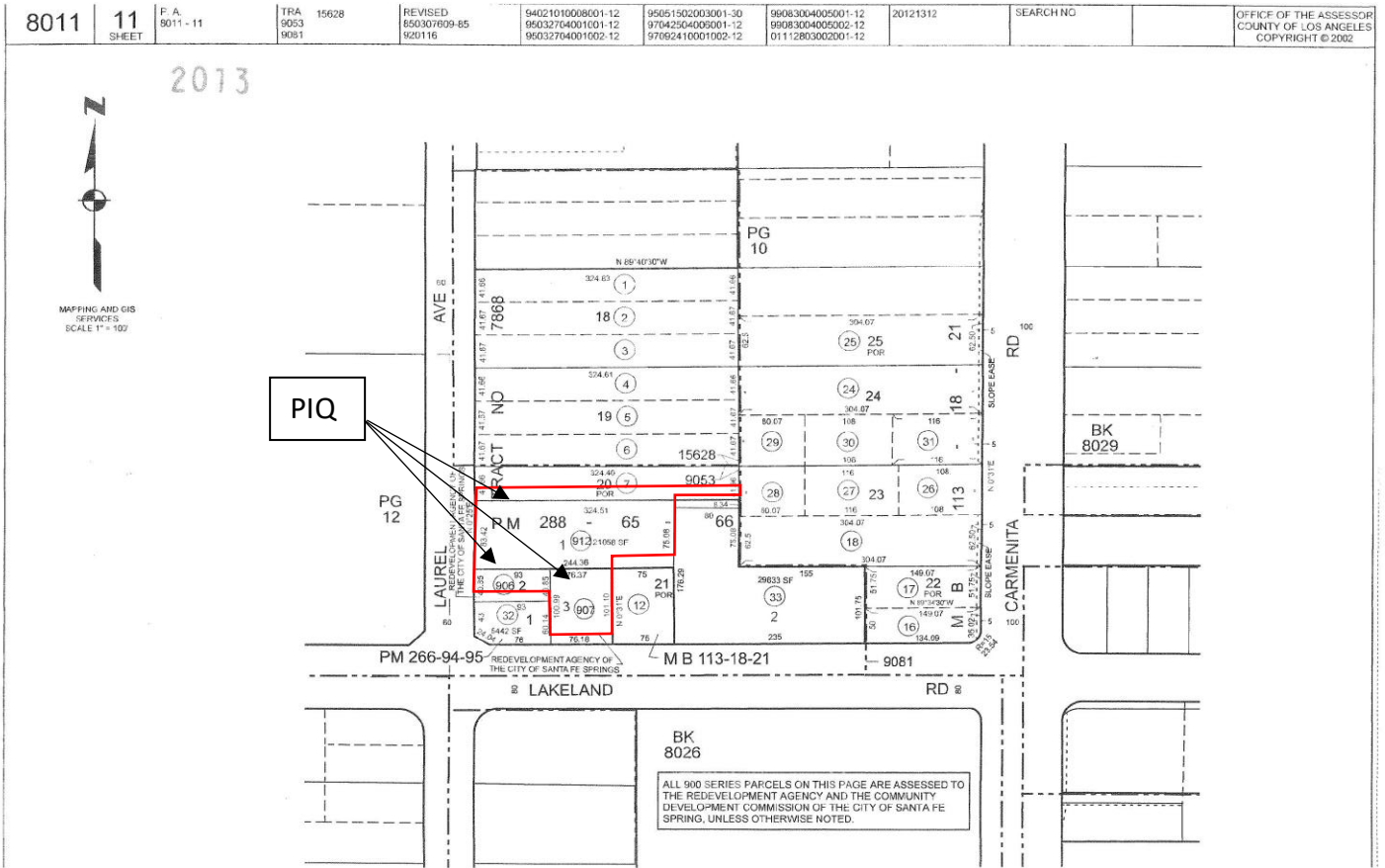


EXHIBIT D
GRANT DEED
(attached)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

Habitat for Humanity of Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attn: President

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is \$_____ pursuant to Section 11932 of the Revenue and
Taxation Code, as amended

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, ("Grantor"), does hereby grant to
Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation,
the real property in the County of Los Angeles, State of California, described on Exhibit "A"
attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2)
covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of
_____, 20__.

CITY OF SANTA FE SPRINGS

By: Exhibit – Do Not Sign
Raymond R. Cruz,
City Manager

ATTEST:

BY: Exhibit – Do Not Sign
CITY CLERK

APPROVED AS TO FORM:

BY: Exhibit – Do Not Sign
IVY TSAI, CITY ATTORNEY

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to be inserted]

EXHIBIT E

ASSIGNMENT OF INTANGIBLE PROPERTY

(attached)

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the _____ day of _____, _____, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase, Sale and Development Agreement, dated _____, _____ ("Agreement"), for the purchase and sale of the "Property" (as defined in the Agreement).

WHEREAS, this Assignment is being made pursuant to the terms of the Agreement for the purpose of conveying and assigning to Assignee all of Assignor's rights, title and interest in the "Intangible Rights" (as defined below).

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

1. Conveyance and Assignment of Intangible Property. Assignor hereby grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable without any consent required, in the following (the "Intangible Rights"):

(a) All contract rights, warranties, guaranties and licenses which benefit the "Property" (as defined in the Agreement);

(b) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Property;

(c) All plans and specifications and other work product renderings, including, without limitation, architectural and engineering plans and specifications, landscaping designs, construction plans for the Property (including, without limitation, the grading and drainage plans, water/sewage plans, street plans and dry utility plans), and plans for fencing, screening, entryway improvements (including all associated landscaping and irrigation), signage and all amenities;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Property, rights, licenses and permits which relate to all or any of the Property; and

(e) All general intangibles relating to the development or use of the Property, including, without limitation, all development rights, air rights, water rights, pre-paid fees, deposits, fee and tax credits, refunds, all names under which or by which the Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Property.

2. "As-Is". The Intangible Rights are hereby acquired by Buyer "as is" without any representation or warranty of any kind or nature of Seller, express, implied or statutory, except

as expressly provided in the Agreement, as to the nature of or title to the Intangible Rights or its fitness for Buyer's intended use of same.

3. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

4. Further Assurances. Assignor and Assignee agree to execute any documents and instruments which any of them deems necessary or appropriate to carry out the purposes of this Assignment and to effectuate the assignment to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

ASSIGNOR:

Exhibit – Do Not Sign

By: _____

Name: _____

Title: _____

EXHIBIT F

PERMITTED EXCEPTIONS

[to be inserted]

EXHIBIT G

SCHEDULE OF PERFORMANCE

1.	<u>Execution of Agreement.</u> This Agreement and the Grant Funding Agreement are executed by the Parties.	Effective Date.
2.	<u>Open Escrow.</u> The Parties shall open Escrow with the escrow company for the conveyance of the Property.	Not later than 30 days after CEQA and other environmental clearance of the Property.
3.	<u>Buyer Due Diligence Period.</u> Buyer shall have the right to conduct soils and engineering and environmental assessments.	Beginning upon the Effective Date and expiring upon the Land Closing Date. .
4.	<u>Environmental Disclosure.</u> Seller shall deliver or make available to Buyer copies of Seller's environmental reports for review.	Not later than 30 days after CEQA and other environmental clearance of the Property, but in no event later than the Land Closing Date.
5.	<u>Delivery of Preliminary Title Report.</u> Seller shall deliver to Buyer for review and approval a standard Preliminary Title Report.	Not later than 45 days after [environmental clearance] of the Property.
6.	<u>Buyer Review of Preliminary Title Report.</u> Buyer shall give notice to Seller of its approval or disapproval of Preliminary Title Report.	Prior to the Land Closing Date. .
7.	<u>Amendments to Title.</u> Seller shall cause Title to remove any items disapproved by Buyer.	Within ten (10) days of Notice from Buyer of any disapproved items.
8.	<u>Submittals into Escrow.</u> The Parties shall submit into escrow the deliverables listed in Section 7(e).	At least one (1) business day prior to the Closing Date.
9.	<u>Close of Escrow/Land Closing Date.</u> Escrow shall close when the Parties' conditions precedent have been satisfied or waived. The Escrow Agent shall Close the Escrow as described in the Agreement.	Not later than 6 months after CEQA and other environmental clearance of the Property, but in no event later than the Outside Closing Date.

10.	<u>Agency Grant Closing.</u> The Parties shall have executed all documents required by the Grant Funding Agreement to evidence the Agency Grant, and any documents required to be recorded in connection therewith shall be recorded in the official records of Los Angeles County, and the Agency Grant shall be disbursed to Buyer.	Concurrently with the Close of Escrow/ Land Closing.
11.	<u>Obtain Building Permits.</u> Buyer shall pay for and obtain issuance of all necessary building permits to construct the Project.	Subsequent to the Land Closing but prior to commencement of construction.
12.	<u>Commencement of Construction.</u> Buyer shall commence construction of the Project.	Within 30 days of receipt of building permits for the Project.
13.	<u>Completion of Construction.</u> Buyer shall complete construction of the Project and obtain a Certificate of Occupancy.	Not later than twenty four (24) months after commencement of construction, or such later date as may be permitted by corporate sponsors, any Construction Lender or other sources of financing for the Project.
14.	<u>Completion of sales to qualified buyers.</u> Buyer and qualified buyers shall close escrow for the sale of the affordable units to the qualified buyers.	Not later than 180 days from the issuance of Certificate of Occupancy.

RESOLUTION NO. HS-2021-006

RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS APPROVING AN AFFORDABLE HOUSING GRANT FUNDING AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES AND DIRECTING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE THE GRANT FUNDING AGREEMENT AND ALL NECESSARY AND RELATED DOCUMENTS

**(NORTHEAST CORNER OF LAKELAND ROAD AND LAUREL AVENUE)
(APN 8011-011-906, -607 & -912)**

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

Section 1. The Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs hereby approves and directs the Executive Director to execute an Affordable Housing Grant Funding Agreement, in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and all other related and necessary documents and acts to ensure satisfaction of the conditions to closing the loan agreement and disbursement of the loan funds.

Section 2. Upon satisfaction of all terms and conditions of the Affordable Housing Grant Funding Agreement the Board of the Housing Successor Agency to the Community Development Commission of the City of Santa Fe Springs authorizes the Executive Director to fully fund the amount of One Million Three Hundred Thousand Dollars per the terms of the Affordable Housing Grant Funding Agreement.

Section 3. The City Clerk is directed to record or have recorded the Regulatory Agreement and Declaration of Restrictive Covenants, and all necessary and related documents, in the office of the Los Angeles County Recorder when fully executed and notarized.

Section 4. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15332 for in-fill development projects of no more than 5 acres in size and the City environmental coordinator shall file a notice of exemption in the time frame required by law.

PASSED AND ADOPTED this 5th day of October 2021, by the following roll call vote:

John M. Mora, Mayor

ATTEST:

Janet Martinez, City Clerk

EXHIBIT A

**AFFORDABLE HOUSING GRANT AGREEMENT
(13231 Lakeland Road)**

by and between the

CITY OF SANTA FE SPRINGS

and

**HABITAT FOR HUMANITY OF
GREATER LOS ANGELES**

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SCHEDULE OF ATTACHMENTS

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ATTACHMENT B	SCOPE OF DEVELOPMENT
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ATTACHMENT D	DECLARATION
ATTACHMENT E	NOTICE OF AFFORDABILITY RESTRICTIONS
ATTACHMENT F	FORM OF RELEASE OF CONSTRUCTION COVENANTS

AFFORDABLE HOUSING GRANT AGREEMENT

THIS AFFORDABLE HOUSING GRANT AGREEMENT (13231 Lakeland Road) (“**Agreement**” or “**AHGA**”) dated for identification purposes only as of October 5, 2021, is made and entered into by and between the **CITY OF SANTA FE SPRINGS**, a California municipal corporation (“**Grantor**”) and **HABITAT FOR HUMANITY OF GREATER LOS ANGELES**, a California nonprofit public benefit corporation (“**Developer**”), with reference to the following:

RECITALS

The following Recitals are a substantive part of this Agreement. Capitalized terms used in these Recitals and not otherwise defined shall have the meaning set forth in Section 1.1.

A. Grantor is a public entity organized and existing under the laws of the State of California. In accordance with California Health & Safety Code Section 34172, the Community Development Commission of the City of Santa Fe Springs (“**Former Agency**”) was dissolved as of February 1, 2012. Grantor is the successor to the “housing assets” (as defined in California Health & Safety Section 34176) of the Former Agency, and as such holds funds in the Low and Moderate Income Housing Asset Fund (the “**LMIHAF**”) pursuant to California Health & Safety Code Section 34176(d).

B. Developer owns certain real property located at 13231 Lakeland Road, in the city of Santa Fe Springs, California comprised of three distinct parcels of land as more particularly described in the legal description attached as Attachment A (collectively, the “**Property**”). The Property is vacant land and was purchased by Developer from Grantor for the purpose of constructing affordable housing.

C. Developer is a California nonprofit public benefit corporation whose purpose is to construct affordable for-sale housing. Developer desires to construct eighteen (18) townhomes (collectively, the “**Affordable Units**,” or individually an “**Affordable Unit**”) and related improvements on the Property (collectively, the “**Project**”).

D. Developer requires financial assistance to construct the Project. Grantor has agreed to make a grant to Developer in the amount of the One Million Three Hundred Thousand Dollars (\$1,300,000) from the LMIHAF (the “**Grant**”) for development of the Project. The terms and conditions of the Grant shall be set forth herein and made pursuant to this Agreement, a declaration of affordable housing covenants and related documents in such forms as are attached hereto, which shall be finalized and executed by the parties prior to or concurrently with the Closing.

E. In addition to the Grant, Developer anticipates that it will obtain sweat equity, corporate sponsorships, and third party financing to develop and construct the Project. The newly constructed Affordable Units to be built on the Property shall be held for sale solely to Low Income Households at an Affordable Sales Price. The Affordable Units will be restricted to sales to Low Income Households at an Affordable Resale Price for at least a forty five (45) year restriction period.

F. In consideration of the Grant of LMIHAF and other obligations of Grantor, Developer is willing to accept the statutorily authorized occupancy restrictions and other conditions set forth herein with respect to the Project and the Affordable Units.

G. The provision of the Grant of LMIHAF pursuant to the terms and conditions of this Agreement are in accordance with Grantor's obligations as housing successor and purpose of improving the health and safety of its residents through affordable and safe housing in accordance with applicable provisions of state and local laws.

NOW, THEREFORE, Grantor and Developer hereby agree as follows:

1. DEFINITIONS

1.1. Defined Terms

As used in this Agreement, the following capitalized terms shall have the following meanings:

"Additional Endorsements" is defined in Section 4.5.

"Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with a party which, if the party is a partnership or limited liability company, shall include each of the constituent members or general partners, respectively, thereof. The term "control" as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of not less than 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

"Affordability Period" means the period commencing upon the closing of escrow for the sale of the Affordable Unit to a Qualified Buyer and terminating no earlier than the forty fifth (45th) anniversary of the sale of the Affordable Unit to a Qualified Buyer.

"Affordable Housing Cost" means the cost to a Qualified Buyer to purchase an Affordable Unit which would result in an Affordable Monthly Housing Expenses (i) equal to not more than the product of thirty percent (30%) times seventy percent (70%) of AMI adjusted for family size appropriate to the unit for a Household whose income does not exceed seventy percent (70%) of AMI, or (ii) for any Household that has a gross income that equals or exceeds seventy percent (70%) of AMI adjusted for family size appropriate to the unit, Affordable Monthly Housing Expenses equal to not more than the product of thirty percent (30%) times of the gross income of the Household. The term "adjusted for family size appropriate to the unit" shall have the meaning set forth in Health and Safety Code Section 50052.5(h) or its successor statute(s). Notwithstanding the foregoing, "Affordable Housing Cost" shall have the meaning set forth in and be interpreted in accordance with Section 50052.5 of the California Health and Safety Code or its successor statute(s).

"Affordable Monthly Housing Expenses" means aggregate monthly housing expenses that include all of the following associated with the Affordable Unit, estimated or known as of the date of the proposed purchase of the Affordable Unit: (i) principal and interest payments on a mortgage loan(s) including any loan insurance fees associated therewith (a first lien mortgage loan is required hereunder to bear a fixed rate of interest and require level payments throughout its thirty (30) year term); (ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements; (iv) any homeowner association fees; (v) a reasonable utility allowance; and (vi) estimated property maintenance and repairs.

“Affordable Resale Price” means the sales price to be used when a Qualified Buyer sells an Affordable Unit to an Eligible Purchaser and means a price equal to the total of (i) any second or third mortgage assistance procured or assumed by the Eligible Buyer that does not require periodic payment of principal and interest, plus (ii) the amount of a purchase money first mortgage which results in an Affordable Housing Cost to the Eligible Buyer, plus (iii) the amount of the down payment to be made by the Eligible Buyer. The Affordable Resale Price may equal but shall not exceed the fair market value of the Affordable Unit.

“Affordable Sales Price” means the sales price of an Affordable Unit to a Qualified Buyer which may equal but shall not exceed the fair market value of the Unit. The Affordable Sales Price shall be paid by a down payment plus one or more mortgages secured by a deed of trust (including, without limitation, a purchase money first mortgage loan, any Developer Subordinate Mortgage Loan and any other Subordinate Mortgage Loan), provided that principal and interest payments on the mortgages plus ownership costs shall not exceed an Affordable Housing Cost.

“Affordable Unit” means each of the eighteen (18) newly constructed residential townhome units in the Project which shall be available to, occupied by or held for sale exclusively to Qualified Buyers at an Affordable Sales Price.

“Affordable Unit Closing” means the closing of an escrow conveying title to the Affordable Unit to a Qualified Buyer at an Affordable Sales Price.

“Agreement” or **“AHGA”** means this Affordable Housing Grant Agreement, including all Recitals, Attachments, agreements entered into in the form of an Attachment, and all other agreements entered into by and between the Parties in connection therewith, which are hereby incorporated herein, and includes all amendments and modifications thereto.

“AMI” means the area median income for Los Angeles County, as published annually by HCD.

“Annual Financial Statements” means annual financial statements of Developer prepared in accordance with generally accepted accounting principles consistently applied, as audited by a certified public accountant, including the opinion of the auditor, a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes.

“Attachments” means Attachments A through F to this Agreement, and any amendments or modifications thereto.

“Business Day(s)” means Monday through Friday, except for federal and state holidays.

“Challenge” is defined in Section 8.2.1.

“Challenge Notice” is defined in Section 8.2.1.

“City” means the City of Santa Fe Springs, a municipal corporation, acting in its capacity as “housing successor” to the former Community Development Commission of the City of Santa Fe Springs.

“City Manager” means the City Manager of Grantor or his/her designated representative.

“Closing” means the date upon which the Grant is disbursed to Developer and all Grant Documents received by Escrow to be recorded in connection therewith are recorded in the Official Records.

“Condition of Title” is defined in Section 4.4.

“County” means the County of Los Angeles, California.

“Declaration” means a Declaration of Covenants, Conditions and Restrictions substantially in the form of Attachment D, to be recorded against the Property at Closing.

“Developer” means Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation, and any permitted successors and assigns.

“Developer Subordinate Mortgage Loan(s)” means the loans provided by Developer to Qualified Buyers of the Affordable Units in payment of a portion of the Affordable Sales Price. The Developer Subordinate Mortgage Loans shall be evidenced by a promissory note secured by a deed of trust recorded in a subordinate position upon the sale of the Affordable Unit. The Developer Subordinate Mortgage Loans shall not require any periodic payments of principal and interest.

“Developer Subordinate Mortgage Loan Documents” means the loan documents evidencing the Developer Subordinate Mortgage Loans in such form as is acceptable to Developer, including, without limitation, a promissory note, deed of trust and agreement of covenants, conditions and restrictions.

“Effective Date” means the date this Agreement is executed by Grantor and Developer.

“Eligible Purchaser” means a household purchasing an Affordable Unit upon resale of the Affordable Unit by a Qualified Buyer or a subsequent Eligible Purchaser, which such household must (a) qualify as a Low Income Household in accordance herewith, and (b) meet the other requirements set forth herein for buyers of an Affordable Unit, including, without limitation, the requirement that the buyer(s) agree to restrict the sale of the Affordable Unit to Eligible Purchasers at an Affordable Resale Price for the Affordability Period.

“Environmental Laws” means any and all present and future federal, state and local laws (whether under common law, statute, ordinance, rule, regulation or otherwise), court or administrative orders or decrees, requirements of permits issued with respect thereto, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as heretofore or hereafter amended from time to time (“CERCLA”), and the applicable provisions of the Health & Safety Code and the Water Code, and any and all successor statutes and regulations, orders, decrees, guidelines, or pronouncements promulgated thereunder).

“Escrow” is defined in Section 4.3.

“Escrow Agent” means a qualified escrow company approved in writing by the Parties.

“Escrow Costs” are defined in Section 4.3.

“Event of Default” is defined in Section 8.1.

“Exceptions” is defined in Section 4.4.

“Governmental Regulations” means all local, state, and federal laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, environmental, labor relations, prevailing wage, notification of sale to employees, Hazardous Substance, occupational health and safety, water, earthquake hazard reduction and building and fire codes; and including all Environmental Laws) bearing on the demolition, alteration, replacement, repair, refurbishing, improvement, construction, maintenance, management, use, or operation of the Project.

“Grant” is defined in Recital D.

“Grant Amount” means an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000).

“Grant Documents” means this Agreement and all of the documents evidencing the Grant and required as consideration for Grantor to make the Grant, including, without limitation: (i) the Declaration; (ii) the Notice of Affordability Restrictions; and (iii) all other agreements reasonably required by Grantor in connection with the Grant and/or entered into in connection therewith between the Parties. The term “Grant Documents” shall include all amendments, modifications, extensions, renewals, and replacements of the aforementioned documents.

“Grantor Conditions Precedent to Closing” is defined in Section 4.7.1.

“Grantor Indemnitees” means Grantor, and its elected and appointed officials, officers, employees, representatives, consultants, contractors and agents.

“Hazardous Substance” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, petroleum based products and petroleum additives and derived substances, (vi) asbestos and lead based paint, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of

the California Code of Regulations, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., (xii) methyl-tert butyl ether, (xiii) mold, fungi, viruses and bacterial matter, or (xiv) any other toxic substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Regulations either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to human health or the environment.

“Hazardous Substance Activity” means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of any Hazardous Substance from, under, into, on, above, or across the Property or any other use of or operation on the Property that creates a risk of Hazardous Substance contamination of the Property.

“HCD” means the California Department of Housing and Community Development or any successor entity.

“Household” means one or more persons purchasing or occupying an Affordable Unit.

“Improvements” shall mean and include any improvement of whatsoever character constructed on, around, under or over on the Property existing as of the date of Closing and any construction, demolition, remediation and grading done on the Property by Developer subsequent to Closing, as well as all buildings, structures, fixtures, foundations, excavation, parking, landscaping, underground installations, and other work, construction and improvement of whatsoever character undertaken or constructed on, around, under or over the Property by Developer.

“Losses and Liabilities” means and includes all claims, causes of action, liabilities, losses, damages (including, without limitation, penalties, fines and monetary sanctions), injuries, expenses, charges, penalties or costs of whatsoever character, nature and kind, including reasonable attorney’s fees and costs incurred by the indemnified party with respect to counsel of its choice, whether to property or to person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent.

“Low Income Household” means a Household whose gross annual income does not exceed the income for a “Low Income” Household in Los Angeles County, as published annually by HCD in its “State Income Limits”, as adjusted for actual household size.

“LMIHAF” is defined in Recital A.

“Notice” means a notice in the form prescribed by Section 9.1.

“Notice of Affordability Restrictions” means a Notice of Affordability Restrictions substantially in the form of Attachment E hereto.

“Official Records” means the official records of the Los Angeles County Recorder’s Office.

“Outside Closing Date” means January 31, 2022.

“Parties” mean Grantor and Developer; **“Party”** means Grantor or Developer.

“Permitted Exceptions” shall mean those encumbrances, liens, taxes, assessments, easements, rights of way, leases, covenants, agreements or other exceptions affecting title to the Property as of the date of recordation of the Grantor Deed of Trust which are not disapproved in writing by the Grantor.

“Permitted Mortgage” shall mean a conveyance of a security interest in the Property to secure a construction loan to finance the development of the Project, or any conveyance of a security interest in a Property to secure any refinancing to the extent it repays a Permitted Mortgage, or the conveyance of title to the mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.

“Permitted Transfer” shall mean assignment of all or any part of this Agreement or any right therein, or the sale, agreement to sell, transfer, conveyance or assignment of the Property or any portion thereof or interest therein to any of the following:

- a. The granting of easements, licenses or permits to facilitate the development of the Property; or
- b. The encumbrance of the Property by a Permitted Mortgage; or
- c. The transfer of any portion of the Property to a homeowners’ association created for the Affordable Units in accordance with applicable law; or
- d. The sale or lease to a Qualified Buyer of any Affordable Unit in accordance with the terms of this Agreement.

“Preliminary Title Report” is defined in Section 4.4.

“President” means the President of Developer or his/her designated representative.

“Project” means the improvement of the Property by Developer such that upon completion, the Improvements will consist of eighteen (18) newly constructed townhomes.

“Qualified Buyer” means a Household (a) whose income does not exceed the income set forth herein for a Low Income Household; and (b) whose members meet the other requirements set forth herein for buyers of an Affordable Unit, including, without limitation, the requirement that the buyer(s) agree to restrict the sale of the Affordable Unit to Eligible Purchasers at an Affordable Resale Price for the Affordability Period.

“Release of Construction Covenants” means the document which evidences the Developer’s satisfactory completion of construction of an Affordable Unit in accordance herewith, as reasonably determined by Grantor, substantially in the form of Attachment F.

“Representatives” means the agents, employees, members, independent contractors, Affiliates, principals, shareholders, officers, Executive Directors, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff of the referenced entity and the predecessors, heirs, successors and assigns of all such persons.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment C, as may be amended from time to time.

“Scope of Development” means that certain Scope of Development attached hereto as Attachment B, as may be amended from time to time.

“Subordinate Mortgage Loan(s)” means one or more loans provided by Developer and/or third parties to Qualified Buyers of the Affordable Units in payment of a portion of the Affordable Sales Price, the aggregate of which shall equal the difference between the Affordable Sales Price and the total of any down payment, a purchase money first position mortgage loan obtained by the Qualified Buyer, the Developer Subordinate Mortgage Loan and any grants applicable to the Affordable Sales Price. The Subordinate Mortgage Loans shall include such financing as is available to the Qualified Buyer upon the sale of the Affordable Unit, including, without limitation, CalHOME loans, HOP loans and WISH loans. The Subordinate Mortgage Loans shall be evidenced by a promissory note secured by a deed of trust recorded in a position lower than the conventional purchase money first position mortgage loan upon the sale of the Affordable Unit. The Subordinate Mortgage Loans shall be in such amounts as to each Affordable Unit as agreed to by Developer and the Qualified Buyer and shall not require any periodic payments of principal and interest.

“Subordinate Mortgage Loan Documents” means the loan documents evidencing the Subordinate Mortgage Loans in such form as is acceptable to the Developer and the Qualified Buyer, including, without limitation, a promissory note and deed of trust.

“Title Company” means any qualified title company approved in writing by the Parties.

1.2. Singular and Plural Terms

Any defined term used in the plural herein shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3. Accounting Principles

Any accounting term used and not specifically defined herein shall be construed in conformity with, and all financial data required to be submitted herein shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the City Manager.

1.4. References and Other Terms

Any reference to any document shall include such document both as originally executed and as it may from time to time be modified. References herein to Sections and

Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include), without limitation.”

1.5. Recitals and Attachments Incorporated; Attachments Additional Consideration

The Recitals are a substantive part of this Agreement, and are hereby incorporated by this reference. All Attachments, as now existing and as the same may from time to time be amended or modified, are incorporated herein by this reference. Each Attachment or agreement delivered by Developer or another party substantially in the form of an Attachment hereto in connection with this Agreement is required as and constitutes consideration for Grantor’s obligations hereunder.

1.6. Effective Date

This Agreement shall become binding and the rights and obligations herein shall vest with the respective Parties upon the Effective Date.

2. REPRESENTATIONS AND COVENANTS

2.1. Representations by the Developer

Developer hereby represents and warrants to Grantor as follows:

2.1.1. Organization

Developer is duly organized in the State of California, validly existing and in good standing under the laws of the State of California and has the power and authority to own and purchase property and carry on its business as is now being conducted.

2.1.2. Authority

The Developer has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the Developer and all actions required under Developer’s organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.1.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms, except as

enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.1.4. Contingent Obligations

Developer does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

2.1.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which the Developer is or may be made a party or to which any of its property is or may become subject, which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

2.1.6. No Conflict

Developer's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

2.1.7. No Developer Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Developer, nor are any of such proceedings contemplated by Developer.

Each of the foregoing representations shall be deemed to be a representation and warranty as of the date of execution of this Agreement and as of the date of closing.

2.2. Representations by Grantor

Grantor hereby represents and warrants to Developer as follows:

2.2.1. Organization

Grantor is duly organized in the State of California, and validly existing and in good standing under the laws of the State of California and has the power and authority to carry on its business as now being conducted.

2.2.2. Authority

Grantor has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and

delivered by Grantor in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The parties who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of Grantor and all actions required under Grantor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

2.2.3. Valid and Binding Agreements

This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Grantor enforceable against it in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws and court decisions or general principles of equity.

2.2.4. Contingent Obligations

Grantor does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Grantor to carry out its obligations hereunder.

2.2.5. Litigation

No action, suit or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which Grantor is or may be made a party or to which any of its property is or may become subject, which has not been fully disclosed to Developer and which could materially adversely affect the ability of the Grantor to carry out its obligations hereunder.

2.2.6. No Conflict

Grantor's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantor, or any provision of the organizational documents of Grantor, or will conflict with or constitute a breach of or a default under any agreement to which Grantor is a party, or will result in the creation or imposition of any lien upon any assets or property of Grantor, other than liens established pursuant hereto.

2.2.7. No Grantor Bankruptcy

No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Grantor, nor are any of such proceedings contemplated by Grantor.

2.3. Limitation Upon Change in Ownership, Management and Control of Developer

2.3.1. Prohibition

The identity and qualification of Developer as an experienced residential housing developer are of particular concern to Grantor. It is because of these qualifications that Grantor has entered into this Agreement with Developer. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement by assignment, operation of law or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, distribution, assignment or lease of the whole or any part of the Property or any material change in the management or control of Developer (including, without limitation, a change in the identity of the Developer, or a change in the management or control of Developer) except as expressly set forth herein. Any purported transfer, voluntary or by operation of law, in violation of this Section 2.3 shall constitute a default hereunder and shall be void and Grantor shall have the cumulative options to terminate this Agreement, declare the Grant immediately returned and to seek all remedies available at law or equity.

2.3.2. Permitted Transfers by Developer

Notwithstanding any other provision of this Agreement to the contrary, Grantor's prior approval of conveyance of the Property or any interest therein or part thereof shall not be required in connection with a Permitted Transfer.

2.3.3. Grantor Consideration of Requested Transfer

Except for a Permitted Transfer, Developer shall provide Grantor with at least thirty (30) days prior written notice of its intent to assign or transfer the Property or this Agreement or effect a material change in the management or control of Developer and shall request any approval sought for such assignment or transfer. The notice shall be accompanied by evidence regarding the proposed transferee's development, operation and management qualifications and experience and its financial commitments and resources.

After receipt of Developer's written request for Grantor approval of an assignment or transfer pursuant to this Section 2.3.3, Grantor shall use commercially reasonable efforts to promptly respond in writing (but in no event later than thirty (30) days) either approving the proposed assignee or transferee or requesting further information required by Grantor in order to determine whether or not to grant the requested approval. Upon receipt of such a request for further information, Developer shall promptly furnish to Grantor such requested information.

2.3.4. Successors and Assigns

All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and any permitted successors and assigns of Developer.

3. **FINANCING; CONSTRUCTION BUDGET**

3.1. Corporate Sponsorship and Grants

Developer's financing for construction of the Project is expected to consist of (i) the Grant; (ii) corporate sponsorships; (iii) a Permitted Mortgage; and (iv) WISH Funds or similar grant

funds, if available for the Project. Developer may use any other funds legally available to it for construction of the Project.

3.2. Construction Budget

Developer will prepare a construction budget, showing the projected predevelopment and development costs of the Improvements (“**Construction Budget**”) and costs of marketing the Affordable Units for sale and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred. Upon the request of Grantor, Developer shall provide the Construction Budget to Grantor prior to the commencement of construction.

3.3. Grant

3.3.1. Grant

Upon satisfaction of the conditions set forth in Section 4.7, Grantor agrees to grant to Developer, and Developer agrees to accept from Grantor, the Grant, for the purpose of developing the Project. The Grant shall be made in accordance with and subject to the terms and conditions set forth in the Grant Documents. The Grant shall be disbursed to Developer upon Closing.

3.3.2. Subordination of Declaration

Grantor agrees that the lien of the Declaration may be subordinated to the lien of a deed of trust securing a Permitted Mortgage.

4. **ENVIRONMENTAL MATTERS; ESCROW; CLOSING**

4.1. Disclosures After Closing

After the Closing, Developer shall notify Grantor, and upon the request of Grantor, provide to Grantor a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, including notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks.

Developer shall report to Grantor, reasonably promptly after each incident, any unusual or potentially important incidents with respect to the environmental condition of the Property occurring or discovered subsequent to Closing. In the event of a release of any Hazardous Materials into the environment, Developer shall, reasonably promptly after the release, furnish to Grantor a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request, Developer shall furnish to Grantor a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports.

4.2. Duty to Prevent Hazardous Material Contamination

After the Closing, Developer shall take all reasonably customary and necessary precautions to prevent the release of any Hazardous Substance onto the Property or into the environment in connection with the use or development thereof in violation of applicable Governmental Regulations. Such precautions shall include complying with and causing all activities on the Property to comply with all Governmental Regulations with respect to Hazardous Substance. In addition, the Developer shall utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Regulations pertaining to the disclosure, storage, use, removal and disposal of Hazardous Substance. Developer further covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Regulations and in the ordinary course of completing, maintaining and operating the Improvements or customarily utilized by households for domestic purposes in accordance with all Governmental Regulations, (i) deposit Hazardous Substance in, on or upon the Property, in violation of any applicable Governmental Regulations, nor (ii) permit the deposit of Hazardous Substance in, on or upon the Property in violation of any applicable Governmental Regulations.

4.3. Environmental Inquiries

In the event that, after Closing, Developer discovers the presence of Hazardous Substance under or upon the Property in violation of applicable Governmental Regulations, or there is a release of Hazardous Substance on or from the Property, the Developer shall provide to Grantor a copy of any environmental permits, disclosures, applications, entitlements or inquiries relating to such Hazardous Substance, including any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Regulations relating to Hazardous Substance and underground tanks including, specifically, without limitation, the following:

- i. All required reports of releases of Hazardous Substance, including notices of any release of Hazardous Substance as required by any Governmental Regulations;
- ii. All notices of suspension of any environmental permits;
- iii. All notices of violation from federal, state or local environmental authorities;
- iv. All orders under the California Hazardous Waste Control Act and the California Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;
- v. All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;
- vi. Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials; and
- vii. All complaints and other pleadings filed against the Developer relating to the Developer's storage, use, transportation, handling or disposal of Hazardous Substance on the Property.

In the event that a release of Hazardous Substance into the environment occurs on the Property following the Closing in violation of applicable Governmental Regulations, the Developer shall promptly and fully remediate such Hazardous Substance in accordance with all Governmental Regulations. Upon request of Grantor, the Developer shall furnish to Grantor a copy of any and all other environmental documents or inquiries relating to or affecting the Property from time to time during Developer's ownership or possession thereof.

4.4. Escrow

Not later than thirty (30) days after the Effective Date, the Parties shall open escrow (the "**Escrow**") for the Closing of the Grant with Escrow Company. Developer and Grantor shall use commercially reasonable efforts to cause the Closing to occur immediately following the close of escrow for the purchase of the Property by Developer, and in any event not later than the Outside Closing Date.

Developer shall pay the customary and usual Escrow fees, charges and costs which arise from the Escrow (the "**Escrow Costs**"), and Grantor shall prepare and enter into such escrow instructions as are reasonably acceptable to Developer, Grantor and Escrow Agent.

4.5. Submittals into Escrow

The Parties shall submit documents and funds into Escrow as set forth in this Section.

4.5.1. Submittals by Developer

At least two (2) Business Days prior to Closing, Developer shall submit (or take such action as to cause submittal) into Escrow the following:

- (A) One executed copy of this Agreement.
- (B) The Declaration, duly executed by Developer and acknowledged.
- (C) Any other documents or other deliverables reasonably requested by Grantor or the Escrow Agent.
- (D) Funds sufficient to cover the costs of Escrow or direction to Escrow to deduct such costs from the Grant proceeds.

4.5.2. Submittals by Grantor

At least two (2) Business Days prior to Closing, Grantor shall submit into Escrow the following:

- (A) This Agreement, duly executed by Grantor.
- (B) The Declaration, duly executed by Grantor and acknowledged.
- (C) The Notice of Affordability Restrictions, duly executed by Grantor and acknowledged.
- (D) Any other documents or other deliverables reasonably requested by Developer or the Escrow Agent.

(E) Cash in the amount of the Grant Amount.

4.6. Conditions Precedent to Closing

Closing is conditioned upon satisfaction of the terms and conditions set forth in this Section.

4.6.1. Grantor's Conditions.

Grantor's obligation to close Escrow is conditioned upon the satisfaction or written waiver by Grantor of each and every one of the conditions precedent (A) through (F), inclusive, described below ("**Grantor's Conditions Precedent to Closing**"), which are solely for the benefit of Grantor, and which shall be satisfied or waived by the time periods provided for herein. Grantor at its option may terminate this Agreement without notice and/or opportunity to cure if any of the conditions precedent set forth below are not satisfied by the Developer or waived in writing by Grantor by the Outside Closing Date. Upon Closing, all Grantor's Conditions Precedent to Closing shall be deemed satisfied.

(A) Execution of Grantor Documents. Developer shall have executed and delivered into Escrow this Agreement, the Declaration, and such other documents as may be reasonably requested by Grantor in connection therewith and all of which shall be in a form acceptable to Grantor.

(B) Schedule of Performance. Developer shall have submitted and Grantor shall have approved the Schedule of Performance.

(C) Grantor Policy. The Title Company shall, upon payment of the Title Company's regularly scheduled premium, be irrevocably committed to issue to Grantor the Grantor Title Policy and all reasonably requested endorsements upon the Closing, in accordance with this Agreement.

(D) No Litigation. No litigation shall be pending or threatened by any third parties which seeks to enjoin the transactions contemplated herein.

(E) No Default. There shall exist no condition, event or act which would constitute an event of default under this Agreement, or which, upon the giving of notice or the passage of time, or both, would constitute an event of default.

(F) Representations and Warranties. All representations and warranties of Developer herein contained and contained in this Agreement shall be true and correct as if made on and as of the date of Closing.

4.6.2. Developer's Conditions

Developer's obligation to close Escrow is conditioned upon the satisfaction or written waiver by Developer of each and every one of the conditions precedent (A) through (E), inclusive, described below (the "**Developer's Conditions Precedent to Closing**"), which are solely for the benefit of Developer, and which shall be satisfied or waived by the time periods provided for herein. Upon Closing, all Developer's Conditions Precedent to Closing shall be deemed satisfied.

(A) Execution of Documents. Grantor shall have executed and delivered into Escrow all documents to which Grantor is a signatory or Party.

(B) No Litigation. No litigation shall be pending or threatened by any third parties which seeks to enjoin the transactions contemplated herein.

(C) No Default. There shall exist no condition, event or act which would constitute an event of default under the Agreement, or which, upon the giving of notice or the passage of time, or both, would constitute an event of default.

(D) Representations and Warranties. All representations and warranties of Grantor herein contained and contained in this Agreement shall be true and correct as if made on and as of the date of Closing.

(E) Deposit of Funds. Grantor shall have deposited the Grant funds into Escrow.

4.6.3. Termination of Escrow

If the Escrow is not in a condition to close by the Outside Closing Date or such later date as may be agreed to by the parties or set forth in the Schedule of Performance, for a reason other than a default hereunder by either party, then either Party which has fully performed under this Agreement may, in writing, demand the return of money, documents or property and terminate the Escrow and this Agreement. If either Party makes a written demand for the return of its money, documents or property, this Agreement shall not terminate until ten (10) Business Days after the Escrow Agent shall have delivered copies of such demand to the other Party at the respective addresses set forth in this Agreement. If any objections are raised by written Notice within such ten (10) day period, the Escrow Agent is authorized to hold all money, documents or property until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. If no such objections are timely made, the Escrow Agent shall immediately return the demanded money and/or documents, and the escrow cancellation charges shall be paid by the undemanding Party. Termination of the Escrow shall be without prejudice as to whatever legal rights, if any, either Party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible consistent with the terms of this Agreement.

4.6.4. Close of Escrow

Provided that both Developer's Conditions Precedent to Closing and the Grantor's Conditions Precedent to Closing have been satisfied or waived in writing, the funding of the Grant shall close. The Closing shall occur on or before the Outside Closing Date.

4.7. Indemnification

Following the Closing, Developer agrees to save, protect, defend, indemnify and hold harmless the Grantor Indemnitees from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs), but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of Grantor, which may now or in the future be incurred

or suffered by the Grantor Indemnitees, in connection with, by reason of, resulting from or arising in any manner whatsoever as a direct or indirect result of (i) the ownership (or possession) by Developer of all or any part of the Property for purposes of any Governmental Regulations regulating Hazardous Substance released onto the Property following the Closing, (ii) any act or omission on the part of Developer, or its Representatives, contractors, volunteers, or invitees with respect to the Property, (iii) as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the alleged negligent or intentional acts or omissions of Developer, its officers, agents, volunteers, contractors or employees, in the performance of its obligations under this Agreement, (iv) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Substance first released and/or occurring on the Property following the Closing, (v) any environmental or other condition of the Property relating to any Hazardous Substance first released and/or occurring following the Closing, and (vi) any Losses and Liabilities incurred with respect to the Property under any Governmental Regulations relating to Hazardous Substance first released and/or occurring on the Property following the Closing. Developer's obligations under this Section shall survive any termination of this Agreement.

5. DEVELOPMENT OF THE PROPERTY

5.1. Scope of Development

Developer covenants and agrees to construct on the Property eighteen (18) townhomes. The specifications of the Affordable Units shall be as set forth in the Scope of Development.

5.2. Construction of Improvements

Following the Closing, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Project as provided in the Scope of Development and the Schedule of Performance. The Schedule of Performance may be subject to revision from time to time as mutually agreed upon in writing between Developer and Grantor, or in accordance with Section 9.6 hereof.

5.3. Land Use Restrictions

The Developer shall construct the Project consistent with applicable Governmental Regulations, including (without limitation) all applicable zoning, planning and design review requirements of the City and all permits and entitlements relating thereto.

5.4. Permits and Entitlements

Prior to commencement of any work of improvement upon the Property, the Developer shall, at its own expense, secure or cause to be secured any and all permits, entitlements or approvals which may be required by the City in accordance with its Municipal Code and land use entitlement process and by any other governmental entity with jurisdiction over the Property and/or the Project in accordance with applicable Governmental Regulations.

5.5. Materials

Developer shall construct the Project using sustainable materials and environmentally friendly building practices and will obtain and install energy saving appliances.

5.6. Preparation; Budget

Developer shall perform all preparation of the Property following the Closing. The Developer shall carry out or cause to be carried out such activities in compliance with all applicable Governmental Regulations. Upon the request of Grantor, Developer shall submit a Construction Budget to Grantor for its approval prior to the commencement of construction on the Property.

5.7. Bodily Injury and Property Damage Indemnification

Developer agrees to and shall defend, indemnify and hold the Grantor Indemnitees harmless from and against all liability, loss, damage, costs, or expenses (including without limitation attorneys' fees and costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the acts or omissions of Developer, its officers, agents or employees in the performance of this Agreement.

5.8. Compliance with Laws

5.8.1. General

Developer shall comply with all Governmental Regulations in the construction, use and operation of the Project, including all applicable federal, state and local statutes, ordinances, regulations and laws, including without limitation, all applicable federal, state, and local labor standards, zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the applicable Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, Government Code § 4450, *et seq.*, and Government Code § 11135, *et seq.*

5.8.2. Nondiscrimination in Employment

Developer certifies and agrees that all persons employed or applying for employment by it, its Affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, Government Code § 12900, *et seq.*, the California Equal Pay Law, Labor Code § 1197.5, Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other applicable anti discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended.

5.9. Insurance

Prior to the Closing (and until the sale of each Affordable Unit), the Developer shall furnish or cause to be furnished to Grantor evidence of the following policies of insurance, naming the Developer as insured and, except as to the insurance described in paragraph (iii), below, Grantor as an additional insured.

(i) Property Insurance: Developer shall maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the Improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than 100% of the full insurable value of the Improvements, as defined herein in paragraph (v).

(ii) Liability Insurance: Developer shall maintain or cause to be maintained liability insurance, to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of the Developer on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of the Developer or its sublessees, or any person acting for the Developer, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of the Developer or its tenants, or any person acting for the Developer, or under its control or direction. Such property damage and bodily injury insurance shall also provide for and protect Grantor against incurring any legal cost in defending claims for alleged loss. Such bodily injury and property damage insurance shall be maintained in full force and effect in the following amounts: commercial general liability in a general aggregate amount of not less than \$2,000,000; and not less than \$1,000,000 of bodily injury and property damage insurance. Developer agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Developer may be held responsible for the indemnification of the Grantor or the payment of damages to persons or property resulting from the Developer's activities, activities of its tenants or the activities of any other person or persons for which the Developer is otherwise responsible.

(iii) Workers' Compensation Insurance: Developer shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by the Developer in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by the Developer. Notwithstanding the foregoing, the Developer may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Developer shall deliver to Grantor evidence that such self-insurance has been approved by the appropriate State authorities.

(iv) All policies hereunder shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by registered mail addressed to Grantor, to the extent practicable within 30 days but in any event prior to the effective date thereof. All policies may name Grantor and the Developer as insureds, additional insureds, and/or loss payable parties as their interests may appear.

(v) The term “full insurable value” shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, the Developer shall cause the full insurable value to be determined from time to time by appraisal by the insurer, by agreement between the Developer and Grantor or by an appraiser mutually acceptable to Grantor and the Developer.

(vi) All insurance provided under this Section shall be for the benefit of the Developer and Grantor. Developer agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Developer agrees to submit policies of all insurance required by this Section, or certificates evidencing the existence thereof, to Grantor prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within 30 days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Grantor. All insurance herein provided for under this Section shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by Grantor. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least 30 days prior written notice to Grantor.

(vii) If the Developer fails or refuses to procure or maintain insurance as required by this Agreement, Grantor shall have the right, at Grantor’s election, and upon 10 days prior notice to the Developer, to procure and maintain such insurance. The premiums paid by Grantor shall be treated as a loan, due from the Developer, to be paid on the first day of the month following the date on which the premiums were paid. Grantor shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

5.10. Marketing of Units

Not later than one hundred eighty (180) days after the Close of Escrow, Developer shall prepare and submit to City for approval a marketing plan for the Project (the “**Marketing Plan**”). The Marketing Plan shall require Developer to market the Affordable Units to Low Income Households, and, if requested by Grantor, to establish a list of qualified Low Income Households. Should multiple buyers be equally eligible for an Affordable Unit, Developer shall offer the Affordable Unit on a first-qualified, first served basis or a lottery system established by Developer and approved by Grantor.

5.11. Local, State and Federal Laws

Developer hereby agrees to carry out development, construction (as defined by applicable law) and operation of the Improvements on the Property, including, without limitation,

any and all public works (as defined by applicable law), in conformity with all applicable federal and state labor laws. Grantor acknowledges and agrees that Developer's business model contemplates the use of donated labor and materials, and, as such, volunteers are not paid wages by Developer.

5.12. Rights of Access

Grantor shall have the right, at its sole risk and expense, to enter the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of inspecting the Property for purposes of assessing the Developer's compliance with this Agreement. The Representatives of Grantor entering the Property shall be identified in writing in advance by the Grantor's Representative. Any such entry shall be made only after two Business Days' written notice to the Developer, and Grantor shall indemnify and hold the Developer harmless from any claims or liabilities pertaining to such entry. Any damage or injury to the Property resulting from such entry shall be promptly repaired at the sole expense of Grantor.

5.13. Release of Construction Covenants

Upon completion of construction of each of the Affordable Units constituting the Project, the Developer shall furnish Grantor with a written request for a Release of Construction Covenants for that Affordable Unit. Grantor shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be in the form attached hereto and shall be a conclusive determination of satisfactory completion of the construction of the Affordable Unit indicated and the Release of Construction Covenants shall so state. Except for those continuing covenants as set forth herein, and as provided in the Declaration, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property shall not (because of such ownership, purchase, lease or acquisition) incur any construction obligation or liability under this Agreement.

If Grantor refuses or fails to furnish the Release of Construction Covenants, after written request from the Developer, Grantor shall, within ten (10) Business Days of written request therefor, provide the Developer with a written statement of the reasons the Grantor refused or failed to furnish the Release of Construction Covenants. The statement shall also contain the Grantor's opinion of the actions the Developer must take to obtain the Release of Construction Covenants.

The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the Civil Code.

6. SALE OF THE AFFORDABLE UNITS; DEVELOPER SUBORDINATE MORTGAGE LOANS

6.1. Sales; Developer Subordinate Mortgage Loans; Proceeds

Developer acknowledges that the purpose of the Grant is to encourage affordable homeownership among Low Income Households. Pursuant to such purpose, upon the completion of construction of each Affordable Unit and within such time period as set forth in the Schedule of Performance, each Affordable Unit shall be sold at an Affordable Sales Price to a Qualified Buyer

consistent with applicable requirements of this Agreement and all applicable Governmental Regulations at the time of sale of the Affordable Unit.

Developer shall be entitled to retain all cash proceeds from the sales of the Affordable Units remaining after repayment of any Permitted Mortgage and all costs of sale of the Affordable Units.

Upon the sale of each Affordable Unit, the Declaration shall be reconveyed and released as to that Affordable Unit. Immediately following such release, the liens of any third party purchase money mortgage and any recordable Developer Subordinate Mortgage Loan Documents shall be recorded as to each Affordable Unit, including covenants, conditions and restrictions in favor of Developer requiring that the Qualified Buyer comply with the affordability and other conditions and restrictions set forth herein and in the Declaration.

6.2. Qualified Buyer Requirements

Subject to the requirements of all applicable Governmental Regulations, prior to the sale of each of the Affordable Units, any proposed Qualified Buyer must (i) qualify as a Low Income Household; (ii) agree to occupy the Affordable Unit as his or her primary residence at all times during the Affordability Period; and (iii) agree to the resale and other restrictions set forth herein and in the Declaration. The proposed buyer must be legally residing in the United States and have appropriate documentation demonstrating such legal residence.

6.3. Conditions to Transfer

Developer shall not transfer title to any Affordable Unit unless all of the applicable following conditions are satisfied: (a) a certificate of occupancy has been issued by City's building department for the Affordable Unit; (b) Developer has obtained all approvals required of the California Bureau of Real Estate including the issuance of the public report; (c) the Condominium Plan has been recorded against the Property; (d) the Homeowner's Association ("**Association**") has been established; (e) Developer has prepared the Association Covenants, Conditions and Restrictions ("**CC&Rs**"), if requested by Grantor, Grantor has approved the Association CC&Rs, and the Association CC&Rs have been recorded against the Property; (f) Developer has determined that the proposed buyer of an Affordable Unit is a Qualified Buyer; (g) Developer has determined that the financing for the purchase price for the Affordable Unit results in an Affordable Housing Cost; and (h) all other conditions and approvals required for the transfer have been satisfied or obtained in accordance with all applicable Governmental Regulations.

6.4. Qualified Buyer Affordable Housing Documents

Prior to the scheduled close of escrow pursuant to which Developer shall transfer to a Qualified Buyer title to an Affordable Unit, if applicable, Developer shall provide to said Qualified Buyer a complete set of Developer Subordinate Mortgage Loan Documents and require said Qualified Buyer to execute the same. The executed Developer Subordinate Mortgage Loan Documents shall be recorded (as applicable) against the Affordable Unit upon the close of escrow for the Affordable Unit.

6.5. Delivery of Documents

Upon the transfer of title to an Affordable Unit to a Qualified Buyer, Developer shall be provided with a certified copy of the recorded documents (including any Developer Subordinate Mortgage Loan Documents), a copy of the final sales contract, settlement statement, escrow instructions, and any other documents which Developer may reasonably request.

6.6. Interim Leases

Developer shall sell and transfer title to the Affordable Units to Qualified Buyers at an Affordable Sales Price in accordance with the procedures set forth herein; provided, however, that if Developer has located a Qualified Buyer that wishes to purchase an Affordable Unit from Developer, but said Qualified Buyer has not yet satisfied all of Developer's program requirements, or, despite reasonable efforts, has been unable to timely close its third party financing for the purchase of the Affordable Unit, Developer shall not be in default of this Agreement if (i) Developer has entered into a lease agreement with said Qualified Buyer (an "**Interim Lease**"); (ii) the term of the Interim Lease is not longer than one (1) year; (iii) during the term of the Interim Lease, Developer and the Qualified Buyer are diligently proceeding with the satisfaction by the Qualified Buyer of all of Developer's program requirements and the Qualified Buyer's purchase of the Affordable Unit; and (iv) prior to, or concurrent with the expiration of the term of the Interim Lease, Developer and the Qualified Buyer complete the sale and transfer of title of the Affordable Unit to the Qualified Buyer. Developer may provide any Developer Subordinate Mortgage at the time of the sale of Affordable Unit to the Qualified Buyer in accordance with this Section.

7. **COVENANTS AND RESTRICTIONS**

7.1. Use Covenants

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that during the development and sale of the Project, Developer shall devote the Property solely to the uses specified in, and otherwise comply with the terms and conditions of, this Agreement and the Declaration. All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable laws.

7.2. Nondiscrimination Covenants

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any part of it, nor shall the Developer or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property, including the Affordable Units, or any portion thereof. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

Developer shall refrain from restricting the sale of the Property, including the Affordable Units, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All such deeds, contracts or subcontracts shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

a. In deeds: “In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing

paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

7.3. Affordable Housing Covenants

7.3.1. Affordable Housing

Developer covenants and agrees that the Affordable Units shall be restricted to sale to and occupancy by Qualified Buyers in accordance with the applicable provisions of this Agreement and the Declaration.

7.3.2. Qualified Buyer Selection

Developer covenants and agrees to select Qualified Buyers in accordance herewith. In addition, the tenant selection policies and criteria shall:

- (1) Be consistent with the purpose of providing housing for Low Income Households;
- (2) Be reasonably related to program eligibility and the applicants' ability to perform the obligations of the mortgage(s);
- (3) Provide for the selection of buyers in accordance with a written plan.
- (4) Give prompt written notification to any rejected applicant of the grounds for any rejection.

7.3.3. Income of Qualified Buyer of the Affordable Units; Affordable Housing Cost

Developer shall assemble a completed income computation and certification form from the prospective buyer(s) of the Affordable Units, together with a copy of all back-up supporting information, in such form as may be reasonably required by Developer. Developer shall not transfer title to the Affordable Unit to a prospective buyer(s) until the conditions set forth herein have been satisfied. Developer shall obtain a certification from each Household purchasing an Affordable Unit demonstrating that such Household is a Low Income Household, will occupy the Affordable Unit as its primary residence at all times and meets the eligibility requirements established for the Affordable Unit such that the Household qualifies as a Qualified Buyer. Developer shall prepare a computation demonstrating that the Affordable Unit will be sold to the prospective buyer at an Affordable Housing Cost. Developer shall verify the income certifications and computations by obtaining appropriate supporting documentation.

Developer shall obtain at least one of the following, as appropriate to the Household of the proposed buyer(s):

- a. two (2) paycheck stubs from the proposed purchaser's two (2) most recent pay periods (and the same from any other member of the Household eighteen (18) years old or older);

b. a true copy of an income tax return from the proposed purchaser for the most recent tax year in which a return was filed (and the same from any other member of the Household eighteen (18) years old or older);

c. an income verification certification from the employer of the proposed purchaser and any other member of the Household eighteen (18) years old or older;

d. an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed purchaser or any other member of the Household eighteen (18) years old or older receives assistance from such agencies; or

e. an alternate form of income verification if none of the above forms of verification is available.

8. DEFAULTS, REMEDIES AND TERMINATION

8.1. Defaults - General

Subject to the extensions of time approved in writing by the Parties, failure or delay by either party to timely perform, comply with or observe any of the conditions, provisions, terms, covenants or representations of this Agreement, constitutes a default under this Agreement. As provided hereinbelow, the party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the date of default.

Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until an Event of Default (as such term is hereinafter defined) has occurred. For purposes of this Agreement, an “**Event of Default**” for purposes of instituting legal proceedings by a non-defaulting party against the defaulting party shall mean a failure to satisfy, timely perform, comply with or observe any of the conditions, provisions, terms, covenants or representations contained in this Agreement, including any Attachment, such failure having continued uncured or without the defaulting party commencing to diligently cure for thirty (30) calendar days after notice thereof in writing is mailed by the injured party to the defaulting party; provided, however, that if a different period or notice requirement is specified for any particular default under any other provision of this Agreement, including any of the Attachments, the specific provision shall control; and provided further, that if such failure is not reasonably capable of being cured within such thirty (30) day or different period, despite the defaulting party’s good faith and timely efforts, such time as is reasonably necessary to complete such cure but in no event shall such time exceed ninety (90) calendar days after notice thereof is mailed to the defaulting party.

8.2. Remedies and Rights of Termination

Termination by either Party shall be subject to the conditions set forth below.

8.2.1. Termination by Developer.

In the event that:

(A) Grantor does not sign this Agreement within thirty (30) calendar days after the date of signature by Developer; or

(B) Developer fails after reasonable diligence, to secure the right, upon acquisition of title and payment of fees, to obtain entitlements, approvals or permits necessary for the development of the Property pursuant to this Agreement; or

(C) Developer fails after reasonable diligence to secure sufficient financing for construction of the Project; or

(D) there is a land use lawsuit (“**Challenge**”) brought against the development of the Property in accordance with this Agreement, including a Challenge under state or federal environmental laws, and said Challenge either legally prevents Developer or Grantor from performing its obligations under this Agreement, or, if successful, would prevent Developer from constructing the Improvements in substantially the form contemplated by this Agreement, then Developer may deliver a notice of such challenge (the “**Challenge Notice**”) to Grantor requesting that such impediment to Grantor’s or Developer’s performance of its obligations be eliminated on or before expiration of the “Minimum Period” provided below. Developer and Grantor shall cooperate with each other in seeking to diligently resolve the Challenge. During the pendency of the Challenge, the Developer shall not be obligated to proceed with construction of the Improvements or any other matters subject to a *force majeure* delay as a result of such Challenge, and all deadlines set forth in the Schedule of Performance with respect to such matters shall be extended during the period of such Challenge. If, prior to expiration of the Minimum Period, such Challenge is not eliminated or otherwise resolved in a manner which would permit Developer to construct the Improvements in substantially the form contemplated by this Agreement, then Developer may, at its option and upon written notice delivered to Grantor not later than sixty (60) calendar days after the expiration of the Minimum Period, terminate this Agreement. The “**Minimum Period**” shall mean a period of time commencing upon delivery of the Challenge Notice and ending one hundred and eighty (180) calendar days from the date of Grantor’s receipt of the Challenge Notice; or

(E) Developer is prevented from performing their obligations under this Agreement for an uninterrupted period in excess of three hundred and sixty five (365) calendar days because of an event of *force majeure* described in Section 9.6 of this Agreement; or

(F) there exists a condition, event or act which constitutes an Event of Default by Grantor under this Agreement or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default by Grantor as of the Closing; or

(G) not all representations and warranties of Grantor herein contained are true and correct as if made on and as of the Closing;

then this Agreement may, at the option of the Developer, be terminated by written notice thereof to Grantor. Except as otherwise expressly provided herein, following such termination, neither Grantor nor the Developer shall have any further rights against or liability to the

other under this Agreement as to any Property or otherwise with respect to the subject matter of this Agreement.

8.2.2. Termination by Grantor

In the event that:

(A) Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights in it, or in the Property or any part thereof, except as expressly permitted herein; or

(B) there is a change in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof, contrary to the provisions herein, except as expressly permitted therein; or

(C) Developer does not submit any documents, as required by this Agreement, in satisfactory form and in the manner and by the dates respectively provided in this Agreement; or

(D) there is a Challenge brought against the development of the Property in the manner contemplated by this Agreement and said Challenge either legally prevents Grantor or Developer from performing their obligations under this Agreement, or, if successful, would prevent Developer from constructing the Improvements in substantially the form contemplated by this Agreement, and this Challenge is not eliminated within one hundred and eighty (180) calendar days; or

(E) either Grantor or Developer is prevented from performing its obligations under this Agreement for an uninterrupted period in excess of three hundred and sixty five (365) calendar days because of an event described in Section 9.6 of this Agreement; or

(F) Developer does not secure the right, conditioned only upon acquisition of title and payment of fees, to obtain permits from governmental agencies as required necessary for the development of the Property in accordance with the Schedule of Performance; or

(G) Developer fails despite diligent effort to secure the financing necessary for the acquisition, development and operation of the Project by the date specified in the Schedule of Performance; or

(H) there exists a condition, event or act which resulted in the termination of, or constitutes an Event of Default by Developer, or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default by Developer as of the Closing; or

(I) not all representations and warranties of Developer herein contained and contained in this Agreement are true and correct as if made on and as of the Closing; or

(J) the Closing does not occur by the Outside Closing Date or such later date as set forth in the Schedule of Performance solely as a result of Developer's failure to perform hereunder;

then this Agreement may, at the option of the Grantor, be terminated by written notice thereof to the Developer. Except as otherwise expressly provided herein, following

such termination, neither Grantor nor the Developer shall have any further rights against or liability to the other under this Agreement. Grantor's indemnification obligations under this Agreement shall remain in force following such termination with respect to any events occurring or claims accruing prior to the date of such termination.

8.3. Remedies of the Parties for Default After Conveyance

If an Event of Default occurs, the nondefaulting party shall have such rights as are afforded under applicable law, including, without limitation, an action for specific performance, and the defaulting party will be liable to the other party for any damages caused by the default and other relief as is afforded by applicable law, except as set forth herein.

8.4. Limitation on Liability

Notwithstanding the foregoing, neither Developer nor Grantor shall in any event be entitled to, and each hereby waives and releases, any right to seek loss of profits or any special, incidental or consequential damages of any kind or nature from the other Party arising out of or in connection with this Agreement or the termination hereof, and in connection with such waiver each Party is familiar with and hereby waives the provision of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8.5. Legal Actions

8.5.1. Institution of Legal Actions

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to cure, correct or remedy any Event of Default, to recover damages as provided herein for any Event of Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions may be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

8.5.2. Applicable Law

The laws of the State of California shall govern the enforcement of this Agreement.

8.5.3. Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Grantor, service of process on the Grantor shall be made by personal service upon the City Manager of Grantor, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Grantor against Developer, service of process on Developer shall be made by personal service upon the President or Executive Director of Developer or in such other manner as may be provided by law, whether made within or without the State of California.

8.6. Rights and Remedies are Cumulative

To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by the other party.

8.7. Inaction Not a Waiver of Default

Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.8. Attorneys' Fees

In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees and costs.

As used herein, the terms "attorneys' fees" or "attorneys' fees and costs" means the reasonable fees and expenses of counsel to the parties hereto (including, without limitation, in-house or other counsel employed by Grantor or Developer) which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

9. GENERAL PROVISIONS

9.1. Notices, Demands and Communications Between the Parties

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing ("**Notice**") and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To Grantor: City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Director of Planning and
Community Development

To Developer: Habitat for Humanity of
Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attention: President

Any Notice shall be deemed received upon receipt if delivered by hand or messenger, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail, return receipt requested.

9.2. Conflicts of Interest

No member, official or employee of the Grantor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

9.3. Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.

9.4. Nonliability of Developer and Grantor Officials and Employees

No member, partner, director, official, employee, representative or agent of the Developer shall be personally liable to Grantor, or any successor in interest thereof, in the event of any default or breach by Developer under the terms of this Agreement.

No member, official, employee, representative or agent of Grantor shall be personally liable to Developer, or any successor in interest thereof, in the event of any default or breach by Grantor under the terms of this Agreement.

9.5. Approvals by Grantor and Developer

Approvals required of the parties shall be given within the time set forth in this Agreement, the Schedule of Performance or, if no time is given, within a reasonable time. Wherever this Agreement requires the Grantor or Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless expressly provided to the contrary.

9.6. Force Majeure; Extension of Times of Performance

Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts of failure to act of any public or governmental agency or entity or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a “**Force Majeure**” delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay within forty (40) Business Days of the occurrence thereof (including a description of the Force Majeure event causing such conditions and Developer’s efforts to complete the development of the Project in spite of such conditions).

Provided that written Notice is given by the Party seeking an extension of time pursuant to this provision, the extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section for any Force Majeure delay for a cumulative period of more than twelve (12) months. If said Force Majeure delay extends for more than twelve (12) months, either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party.

Notwithstanding the foregoing, provided that written Notice of the Force Majeure event was given in a timely manner, Developer shall be entitled to an extension of its obligation to complete development of the Project on the Property for up to three (3) additional months (for a total of up to fifteen (15) consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than three (3) months) if Developer demonstrates that as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. Developer shall notify Grantor in writing of its exercise of such additional three (3) month period (including a description of the Force Majeure event causing such conditions and Developer’s efforts to complete the development of the Project in spite of such conditions) not later than thirty (30) days prior to the expiration of the twelve (12) month period specified above.

Times of performance under this Agreement may also be extended in writing by mutual agreement of Grantor and Developer.

9.7. Applicable Law; Interpretation

The laws of the State of California shall govern the interpretation of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting.

9.8. Inspection of Books and Records, Reports

Upon five (5) Business Days prior written notice, Grantor or its Representative shall have the right at all reasonable times during normal business hours to inspect the books and records and other related documents of the Developer pertaining to the satisfaction of its obligations hereunder as reasonably necessary for purposes of enforcing the provisions of this Agreement. Such books, records and related documents shall be maintained by the Developer at locations as agreed by the parties. Throughout the term of this Agreement, the Developer shall submit to Grantor reasonable written progress reports as and when reasonably requested by Grantor on all matters pertaining to the Project or the Property.

9.9. Administration

This Agreement shall be administered by the City Manager or his or her designee. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken, the City Manager or his or her designee is authorized to act unless specifically provided otherwise or the context should require otherwise. The City Manager or his or her designee shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement to comply with the reasonable demands of participating funding partners for the Project, subject to the approval of the City Attorney. Notwithstanding the foregoing, the City Manager or his or her designee may in his or her sole and absolute discretion refer any matter to the City Council, for action, direction or approval.

9.10. Mutual Cooperation

Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

9.11. Ground Breaking and Grand Openings

Grantor shall cooperate with Developer staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by the Developer.

9.12. Independent Contractor

The parties agree that the Developer, in the performance of this Agreement shall act as and be an independent contractor and shall not act in the capacity of an agent, representative, employee or partner of Grantor.

9.13. Time

Time is of the essence in this Agreement.

9.14. Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Grantor, and its successors and assigns, and Developer, and its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

10. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement includes thirty five (35) pages, two (2) signature pages, and Attachments A through F which together constitute the entire understanding and agreement of the Parties. Duplicate originals of this Agreement may be executed, each of which shall be deemed to be an original. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Except as otherwise provided herein, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Grantor or Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Grantor and Developer.

[Signatures on Next Page]

IN WITNESS WHEREOF, Grantor and Developer have signed this Affordable Housing Grant Agreement as of the date set forth above.

“GRANTOR”

CITY OF SANTA FE SPRINGS, a California
municipal corporation

By: _____
Name: Raymond R. Cruz
Its: City Manager

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

[SIGNATURE PAGE TO AFFORDABLE HOUSING GRANT AGREEMENT]

[PAGE 1 OF 2]

“DEVELOPER”

**HABITAT FOR HUMANITY OF GREATER
LOS ANGELES**, a California nonprofit public
benefit corporation

By: _____
Erin Rank, President and CEO

[SIGNATURE PAGE TO AFFORDABLE HOUSING GRANT AGREEMENT]

[PAGE 2 OF 2]

ATTACHMENT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 2 AND 3, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 24115, FILED IN [BOOK 266, PAGES 94](#) AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY.

EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED NOVEMBER 13, 1952 AS [INSTRUMENT NO. 149](#) IN [BOOK 40286, PAGE 183 OFFICIAL RECORDS](#), ALL OIL, ALL WATER, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., A CORPORATION, BY DEED RECORDED NOVEMBER 13, 1952 AS [INSTRUMENT NO. 149](#) IN [BOOK 40286, PAGE 183](#) OFFICIAL RECORDS.

ALSO EXCEPT FROM THOSE PORTIONS OF PARCELS 2 AND 3 INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN DEED RECORDED DECEMBER 2, 1957 AS [INSTRUMENT NO. 1431](#) IN [BOOK 56164, PAGE 306](#) OFFICIAL RECORDS, ALL OIL, MINERALS, GAS OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY HEREIN, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED DECEMBER 2, 1957 AS [INSTRUMENT NO. 1431](#) IN [BOOK 56164, PAGE 306](#) OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 25238, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 288, PAGES 65](#) AND 66 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS AND ALL OTHER MINERALS OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED IN THE DEED RECORDED SEPTEMBER 21, 1954 IN [BOOK 45629, PAGE 238](#) OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS RESERVED IN DEED RECORDED SEPTEMBER 24, 1948 AS [INSTRUMENT NO. 969 OFFICIAL RECORDS](#).

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER SUBSTANCES THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE, AS

ATTACHMENT A
(Continued)

RESERVED BY LOFTUS LAND CO., IN DEED RECORDED OCTOBER 21, 1955 AS [INSTRUMENT NO. 607 OFFICIAL RECORDS](#).

ALSO EXCEPT FROM A PORTION OF SAID LAND, ALL WATER, OIL, ALL GAS, ALL OTHER MINERALS OR HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, AS RESERVED BY LOFTUS LAND CO., IN DEED RECORDED SEPTEMBER 27, 1951 IN [BOOK 37292, PAGE 364](#) OFFICIAL RECORDS.

BY AN INSTRUMENT DATED MARCH 22, 1954, EXECUTED BY LOFTUS LAND CO., A CORPORATION, RECORDED MARCH 29, 1954 IN [BOOK 44182, PAGE 434](#) OFFICIAL RECORDS, THE RIGHT OF ENTRY FOR THE PURPOSE OF EXPLORING FOR, DRILLING, DEVELOPING, PRODUCING, EXTRACTING, RECOVERING, TRANSPORTING AND REMOVING MINERALS, GAS, OILS AND OTHER HYDROCARBON SUBSTANCES, WAS QUITCLAIMED TO THE RECORD OWNER.

[APN: 8011-011-906](#), 8011-011-907, 8011-011-912

ATTACHMENT B

SCOPE OF DEVELOPMENT

10940 Laurel Avenue and 13311 Lakeland Road, Santa Fe Springs, CA

Developer is proposing to build eighteen (18) homes on the Property, each home with two (2) car parking. The eighteen (18) homes will consist of townhome units within three separate buildings. The homes will be approximately 1,350 sq. ft. in size with three (3) bedrooms and two and one-half (2.5) bathrooms.

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

ATTACHMENT C

SCHEDULE OF PERFORMANCE

1.	<u>Execution of Agreement.</u> The Agreement is executed by the Parties.	Effective Date.
2.	<u>Open Escrow.</u> The Parties shall open Escrow with the escrow company for the funding of the Grant.	Not later than five (5) business days after the Effective Date.
3.	<u>Submittals into Escrow.</u> The Parties shall submit into escrow the deliverables listed in Section 4.7.	At least two (2) business days prior to Closing.
4.	<u>Closing Procedure.</u> The Grant shall close when the Parties' conditions precedent in Section 4.8 have been satisfied or waived.	Closing is the time and day the Declaration is filed in the Official Records of Los Angeles County and the Grant is funded.
5.	<u>Grant Closing.</u> The Parties shall execute this Affordable Housing Grant Agreement and other documents necessary to evidence the Grant, any documents required to be recorded in connection therewith shall be recorded in the official records of Los Angeles County, and the Grant shall be disbursed to Buyer.	Approximately 30 days after Developer's purchase of the Property from Grantor but prior to the Outside Closing Date. The closing of Developer's purchase of the Property from Grantor and the Grant Closing may occur on the same date.
6.	<u>Building Permits.</u> Developer shall pay for and obtain issuance of all necessary building permits to construct the Project.	Subsequent to Grant Closing but prior to commencement of construction.
7.	<u>Commencement of Construction.</u> Developer shall commence construction of the Project.	Within 30 days of receipt of building permits for the Project.
8.	<u>Completion of Construction.</u> Developer shall complete construction of the Project and obtain a Certificate of Occupancy from the City.	Not later than twenty four (24) months after commencement of construction, or such later date as may be permitted by corporate sponsors, any holder of a Permitted Mortgage or other sources of financing for the Project.

9.	<u>Completion of sales to Qualified Buyers.</u> Developer and Qualified Buyers shall close escrow for the sale of the Affordable Units to the Qualified Buyers.	Not later than 180 days from the issuance of Certificate of Occupancy.
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ATTACHMENT D
FORM OF DECLARATION

(attached)

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 City of Santa Fe Springs)
 11720 E. Telegraph Road)
 Santa Fe Springs, California 90670)
 Attention: Director of Planning and)
 Community Development)
 Project: 13231 Lakeland Road)

(Space above for Recorder's Use Only)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
(WITH AFFORDABLE HOUSING COVENANTS)

This **DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS** (this “**Declaration**”) is made as of _____, 202_ by and between **HABITAT FOR HUMANITY OF GREATER LOS ANGELES**, a California nonprofit public benefit corporation (“**Developer**”) and the **CITY OF SANTA FE SPRINGS**, a California municipal corporation (“**Grantor**”).

RECITALS

A. On or about October 5, 2021, Developer and Grantor are entering into that certain Affordable Housing Grant Agreement (13231 Lakeland Road) (the “**AHGA**”), which is incorporated herein by this reference. Pursuant to the AHGA, Grantor has agreed to provide financial assistance (the “**Grant**”) to Developer in connection with the development of certain real property located at 13231 Lakeland Road, in the City of Santa Fe Springs (as legally described in Exhibit A hereto, the “**Property**”). The Property consists of vacant land. The Grant made to Developer pursuant to the AHGA will be funded with Low and Moderate Income Housing Asset Funds (“**LMIHAF**”) held by Grantor in its capacity as the “housing successor” to the Community Development Commission of the City of Santa Fe Springs in accordance with Health & Safety Code Section 34176(d). All capitalized terms not defined herein shall have the meaning set forth in the AHGA.

B. As a condition to the disbursement of the Grant, Developer has agreed to construct eighteen (18) townhomes on the Property (the “**Affordable Units**”) and to restrict the sale of the Affordable Units in accordance with certain covenants, conditions and restrictions as set forth herein. This Declaration is intended to ensure that Developer, its successors and assigns, and every successor in interest to the Affordable Units or any part thereof, shall sell the Affordable Units in accordance with the terms and conditions of this Declaration.

C. The provision of the Grant, development of the Project and restriction of the sale of the Affordable Units to Low Income Households pursuant to the terms and conditions of this Declaration are in accordance with the purpose of improving communities through affordable and safe housing and applicable provisions of state and local laws.

AGREEMENT

NOW, THEREFORE, the parties hereto agree and covenant as follows:

ARTICLE I NONDISCRIMINATION

Section 1. Nondiscrimination. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Properties, or any part of it, nor shall the Developer or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property, including any Affordable Unit, or any portion thereof. The foregoing covenants shall run with the land.

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

Section 2. Nondiscrimination Clauses. Developer shall refrain from restricting the sale of the Property, including any Affordable Unit, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All such deeds, leases, contracts or subcontracts shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

a. In deeds: “In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing

paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

a. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in connection with the performance of this contract nor shall the contracting party himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, contractors, subcontractors or vendees with respect to the premises.”

Notwithstanding the foregoing paragraph, with respect to familial status, the foregoing paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the foregoing paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the foregoing paragraph.

The covenants in this Article I shall run with the Property in perpetuity.

ARTICLE II

GENERAL DUTIES OF DEVELOPER

Section 1. Maintenance. Developer, or its successor in interest, shall maintain the Property and all of the improvements thereon in good condition and in accordance with the terms and conditions of the AHGA and in conformity with all applicable Governmental Regulations, including, without limitation, the City of Santa Fe Springs Municipal Code.

Section 2. No Nuisance. Developer shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, et seq.) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 et seq.) or any successor statute or law.

Section 3. Construction of the Project. Developer shall complete the construction of the Affordable Units in a timely manner and in accordance with the AHGA and all applicable laws, regulations and entitlements. No demolition or construction activities shall be undertaken on the Property without a validly issued building permit in accordance with the requirements of the City of Santa Fe Springs Municipal Code.

Section 4. No Hazardous Materials Activity. Developer shall not engage in any Hazardous Substance Activity in violation of Environmental Laws and shall comply with all Governmental Regulations in connection with the development of the Affordable Units.

In addition, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Substance which are located in, on or under the Property` in violation of Environmental Laws. Such precautions shall include compliance with all Governmental Regulations with respect to any Hazardous Substance. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards with respect to the disclosure, storage, use, removal and disposal of Hazardous Substance. Notwithstanding the foregoing, this Declaration shall not prohibit the use of such products in quantities as are customarily used in the construction, maintenance, rehabilitation or management of residential developments or associated buildings and grounds, or used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Project including without limitation alcohol, aspirin, tobacco and saccharine.

ARTICLE III

AFFORDABLE HOUSING OBLIGATIONS

Section 1. Affordable Units. Developer acknowledges that the purpose of Grantor's assistance is to encourage affordable homeownership among Low Income Households. Pursuant to such purpose, Developer covenants and agrees to construct on the Property and make available and sell the Affordable Units to Qualified Buyers at an Affordable Sales Price consistent with applicable requirements of the AHGA and this Declaration.

Section 2. Sale of Affordable Units. Developer covenants and agrees to make available and sell the Affordable Units solely to Qualified Buyers consistent with applicable requirements of the AHGA.

Section 3. Maximum Sales Price. Developer covenants and agrees that the Affordable Units shall be sold at an Affordable Sales Price; provided, however, that the maximum sales price for the Affordable Units shall not exceed the fair market value of the units.

Section 4. Selection of Buyers. Developer shall be responsible for the selection of a Qualified Buyer for the Affordable Units constructed on the Property in accordance with the terms of the AHGA. Developer shall ensure that the Affordable Units are sold in compliance with the income eligibility and other criteria set forth below and in the AHGA.

Section 5. Income of Buyers. Developer shall obtain an income computation and certification form completed by the prospective buyer of an Affordable Unit, together with a copy of all back-up supporting information, demonstrating that the buyer is a Low Income Household. Upon the request of Grantor, Developer shall not transfer title to the Affordable Unit to the prospective buyer until Grantor has confirmed that the buyer is a Qualified Buyer. Developer shall perform a computation demonstrating that the Affordable Unit will be sold to the prospective buyer at an Affordable Sales Price that results in an Affordable Housing Cost. Developer shall verify the income certifications and computations as set forth below.

Developer shall obtain at least one of the following, as appropriate to the Household of the proposed buyer:

- a. two (2) paycheck stubs from the proposed purchaser's two (2) most recent pay periods (and the same from any other adult member of the Household);
- b. a true copy of an income tax return from the proposed purchaser(s) for the most recent tax year in which a return was required to be filed (and the same from any other member of the Household eighteen (18) years old or older);
- c. an income verification certification from the employer of the proposed purchaser and any other member of the Household eighteen (18) years old or older;
- d. an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed purchaser or any other member of the Household eighteen (18) years old or older receives assistance from such agencies; or
- e. an alternate form of income verification if none of the above forms of verification is available to Developer.

Section 6. Term of Covenants. This Declaration shall be reconveyed and released by Grantor as to each Affordable Unit upon the sale of such Affordable Unit to a Qualified Buyer. Upon such sale, Grantor and Qualified Buyer shall enter into a declaration that requires that the resale of each Affordable Unit by such Qualified Buyer is restricted to resale exclusively to Eligible

Purchasers at an Affordable Resale Price until such date as is forty five (45) years from the date of the initial sale of the Affordable Unit to the Qualified Buyer by Developer (the “**Grantor/Buyer Declaration**”).

Section 7. Owner Occupancy. The Grantor/Buyer Declaration shall provide that each Affordable Unit is restricted to occupancy by the owners of the Affordable Unit. Developer covenants and agrees to disclose such restriction to Qualified Buyers of the Affordable Units and obtain written acknowledgement of receipt of such disclosure.

Section 8. Disclosure Requirements. Prior to the execution of a purchase and sale agreement between Developer and any purchaser of an Affordable Unit, Developer shall disclose in writing to each Qualified Buyer the fact that the Property is burdened by the requirements stated in this Declaration, which will remain in effect for the term described herein.

Section 9. Resale Restriction. The Grantor/Buyer Declaration shall provide that the Affordable Unit may be sold by a Qualified Buyer or subsequent Eligible Purchaser during the Affordability Period only to an Eligible Purchaser at an Affordable Resale Price.

Section 10. Financing Resulting in an Affordable Housing Cost. Developer shall sell each Affordable Unit to a Qualified Buyer only with financing resulting in Affordable Housing Cost. For purposes hereof, financing resulting in an Affordable Housing Cost means that the Affordable Sales Price of the Affordable Unit will be paid with a down payment plus one or more mortgages secured by a deed of trust, provided that Affordable Monthly Housing Expenses shall not exceed Affordable Housing Cost. With respect to financing to be obtained by the initial Qualified Buyer, it is contemplated that the Qualified Buyer will obtain a first mortgage from a third party bank lender resulting in Affordable Monthly Housing Expenses not to exceed Affordable Housing Cost. Additionally, the Qualified Buyer will receive a Developer Subordinate Mortgage Loan which does not require any periodic payments of principal and/or interest. The Qualified Buyer may obtain CalHOME, HOP or WISH loans or similar grants or loans from programs available to the Qualified Buyer, if any. Any difference between the Affordable Sales Price of the Affordable Unit and the total of the down payment, first mortgage, and any grants or loans received will be paid with a loan from Developer secured by a subordinate position deed of trust requiring no periodic payments of principal or interest.

For purposes hereof:

“**Affordability Period**” means the period commencing upon the closing of escrow for the sale of the Affordable Unit to a Qualified Buyer and terminating no earlier than the forty fifth (45th) anniversary of the sale of the Affordable Unit to a Qualified Buyer.

“**Affordable Housing Cost**” means the cost to a Qualified Buyer to purchase an Affordable Unit which would result in an Affordable Monthly Housing Expenses equal to not more than the product of thirty percent (30%) times seventy percent (70%) of AMI adjusted for family size appropriate to the unit for a Household whose income does not exceed seventy percent (70%) of AMI, or, for any Household that has a gross income that equals or exceeds seventy percent (70%) of AMI adjusted for family size appropriate to the unit, Affordable Monthly Housing Expenses equal to not more than the product of thirty percent (30%) times of the gross income of the Household. The

term “adjusted for family size appropriate to the unit” shall have the meaning set forth in Health and Safety Code Section 50052.5(h) or its successor statute(s). Notwithstanding the foregoing, “Affordable Housing Cost” shall have the meaning set forth in and be interpreted in accordance with Section 50052.5 of the California Health and Safety Code or its successor statute(s).

“Affordable Monthly Housing Expenses” means aggregate monthly housing expenses that include all of the following associated with the Affordable Unit, estimated or known as of the date of the proposed purchase of the Affordable Unit: (i) principal and interest payments on a mortgage loan(s) including any loan insurance fees associated therewith (a first lien mortgage loan is required hereunder to bear a fixed rate of interest and require level payments throughout its thirty (30) year term); (ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements; (iv) any homeowner association fees; (v) a reasonable utility allowance; and (vi) estimated property maintenance and repairs.

“Affordable Resale Price” means the sales price to be used when a Qualified Buyer sells an Affordable Unit to an Eligible Purchaser and means a price equal to the total of (i) any second or third mortgage assistance procured or assumed by the buyer that does not require periodic payment of principal and interest, plus (ii) the amount of a first mortgage which results in an Affordable Housing Cost to the buyer, plus (iii) the amount of the down payment to be made by the buyer. The Affordable Resale Price may equal but shall not exceed the fair market value of the Affordable Unit.

“Affordable Sales Price” means the sales price of an Affordable Unit to a Qualified Buyer which may equal but shall not exceed the fair market value of the Unit. The Affordable Sales Price shall be paid by a down payment plus one or more mortgages secured by a deed of trust (including, without limitation, a purchase money first mortgage loan, a Developer Subordinate Mortgage Loan, any Grantor Subordinate Mortgage Loan and a Subordinate Mortgage Loan), provided that principal and interest payments on the mortgages plus ownership costs shall not exceed an Affordable Housing Cost. Developer may cause the Qualified Buyer to enter into a Developer Subordinate Mortgage Loan to pay a portion of the Affordable Sales Price.

“Affordable Unit” means each of the eighteen (18) newly constructed residential units in the Project which shall be available to, occupied by or held for sale exclusively to Qualified Buyers at an Affordable Sales Price.

“Affordable Unit Closing” means the closing of an escrow conveying title to the Affordable Unit to a Qualified Buyer at an Affordable Sales Price.

“Low Income Household” means a Household whose gross annual income does not exceed the income for a “Low Income” Household in Los Angeles County, as published annually by HCD in its “State Income Limits”, as adjusted for actual household size.

Section 11. Owner Occupancy. Developer shall require each Qualified Buyer to agree that they will occupy the Property as their primary residence for the Affordability Period. The Grantor/Buyer Declaration shall provide that Owner’s attempt to rent or actual rental of the Affordable Unit for any purpose during the Affordability Period shall entitle Grantor to exercise all

available legal and equitable remedies under the Grantor/Buyer Declaration.

It is expressly understood, acknowledged, and covenanted by the Developer for itself, its successors and assigns, that the Affordable Unit or any part thereof shall only be used and maintained as an owner-occupied residential unit. Therefore, the Qualified Buyer and any Eligible Purchaser, its successor or its assigns, shall not rent, lease, or sublease the Affordable Unit (including any improvement or fixture thereto), or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Property (including any improvement or fixture thereto) or any part thereof. Developer may enter into an Interim Lease with a Qualified Buyer solely in accordance with the AHGA.

ARTICLE IV **ENFORCEMENT**

Section 1. Remedies. Subject to the notice and cure rights of the Developer set forth in the AHGA, in the event of default or breach of any of the terms or conditions of this Declaration by Developer, its heirs, executors, administrators or assigns, Grantor may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance.

By way of example and not limitation, if any default, breach or violation is not cured to the satisfaction of Grantor within the applicable cure period, Grantor may declare a default hereunder and may take any one or more of the following actions:

(a) Collect all rents and income in connection with the sale or lease of any Affordable Unit, if any, and use the same and the reserve funds for the construction, sale, operation and maintenance of the Affordable Unit.

(b) Take possession of the Affordable Unit and bring any action necessary to enforce any rights of the Grantor growing out of the construction or sale of the Affordable Unit, and construct and sell the Affordable Unit in accordance with the terms of this Declaration until such time as Grantor, in its sole discretion, shall determine that the Developer is again in a position to resume construction and sale of the Affordable Unit in accordance with the terms of this Declaration.

(c) Apply to any court, state or federal, for specific performance of this Declaration or for the appointment of a receiver to take over and construct, operate and sell the Affordable Unit in accordance with the terms of this Declaration, or for such other relief as may be appropriate. It is agreed by the Developer that the injury to Grantor arising from a default under any of the terms of this Declaration would be irreparable and that the amount of compensation which would provide adequate relief to Grantor, in light of the purposes and requirements of the programs applicable to the Affordable Unit, would be impossible to ascertain.

(d) Seek such other appropriate remedies as may be available under the law.

In the event that the breach or violation involves selling the Affordable Unit

for a price in excess of an Affordable Sales Price or other charges in excess of those permitted under this Declaration, Grantor may demand the return of such excess proceeds or other charges to the affected households.

The remedies of Grantor hereunder and under the other Grant Documents are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by Grantor of any one or more of its other remedies.

Section 2. Rights of Grantor. As a party to this Declaration, Grantor is entitled to the following rights:

a. Grantor has the right, but not the obligation, to enforce all of the provisions of this Declaration.

b. Any amendment to the Declaration shall require the written consent of Grantor.

c. This Declaration does not in any way infringe on the right or duties of the City of Santa Fe Springs to enforce any of the provisions of its Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 3. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 4. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 5. Third Party Beneficiary. This Declaration is made and entered into for the sole protection and benefit of the Grantor and its respective successors and assigns, and Developer, its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of developing and maintaining the Affordable Units and restricting the sale of the Affordable Units in accordance with this Declaration and the AHGA. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Developer and Grantor.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein from one party to another shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid. Notices to Developer shall be sent to Habitat for Humanity, 8739 Artesia Blvd., Bellflower, CA 90706, Attn: President. Notices to Grantor shall be sent to Grantor at City of Santa Fe Springs, 11710 E. Telegraph Road, Santa Fe Springs, California 90670, Attention: Director of Planning and Community Development. Such addresses may be changed from time to time by notice in writing, which shall be made by certified mail to the other party in accordance with this Section 4.

Section 5. Term of Declaration. It is the intent of the Parties that this Declaration be released on a unit by unit basis upon the conveyance of title by Developer of each Affordable Unit to a Qualified Buyer. Concurrently with the transfer of title of each Affordable Unit to a Qualified Buyer, another declaration of covenants, conditions and restrictions containing resale and other restrictions set forth herein applicable to such Qualified Buyer of the Affordable Unit in favor of Grantor shall be recorded in the place of this Declaration.

[Signatures on Next Page]

IN WITNESS WHEREOF, Grantor and Developer have executed this Declaration as of the date set forth above.

Grantor:

CITY OF SANTA FE SPRINGS, a California
municipal corporation

By: Exhibit – Do Not Sign
Name: Raymond R. Cruz
Its: City Manager

ATTEST:

By: Exhibit – Do Not Sign
Its: City Clerk

APPROVED AS TO FORM:

By: Exhibit – Do Not Sign
Its: City Attorney

[DECLARATION SIGNATURE PAGE 1 OF 2]

DEVELOPER:

**HABITAT FOR HUMANITY OF GREATER
LOS ANGELES**, a California nonprofit public
benefit corporation

By: Exhibit – Do Not Sign
Erin Rank, President and CEO

[DECLARATION SIGNATURE PAGE 2 OF 2]

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to be inserted]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) §
County of _____)

On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>

STATE OF CALIFORNIA)
)
) §
County of _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

ATTACHMENT E
FORM OF NOTICE OF AFFORDABILITY RESTRICTIONS
(attached)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Santa Fe Springs)
11720 E. Telegraph Road)
Santa Fe Springs, California 90670)
Attention: Director of Planning and)
Community Development)
Project: 13231 Lakeland Road)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNS: _____

Notice of Affordability Restrictions on Transfer of Property

NOTICE IS HEREBY GIVEN that pursuant to Health & Safety Code Section 33334.3(f) as amended effective January 1, 2008, the CITY OF SANTA FE SPRINGS, a California municipal corporation (“**Grantor**”) is recording this Notice of Affordability Restrictions on Transfer of Property (hereinafter the “**Notice**”) with regard to the property located at 13231 Lakeland Road, Santa Fe Springs, California and more particularly described in Exhibit “A” attached hereto (the “**Property**”).

The Property is subject to the conditions and restrictions (the “**Restrictions**”) contained in the **DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS** (this “**Declaration**”) of even date herewith pertaining to the Property, recorded concurrently herewith, which restricts the use of the Property as follows:

Eighteen (18) townhomes shall be developed on the Property and sold exclusively to Low Income Households at an Affordable Housing Cost, as such terms are defined in the Declaration.

The affordability restrictions imposed on the Affordable Units by the Restrictions are scheduled to expire on the date that is forty-five (45) years after the recordation of the Grant Deed conveying title to the Affordable Unit upon sale thereof to an eligible Low Income Household.

This Notice is recorded for the purpose of providing notice only and it in no way modifies the provisions of the Declaration.

CITY OF SANTA FE SPRINGS, a
California municipal corporation

By: Exhibit – Do Not Sign
Name: Raymond R. Cruz
Its: City Manager

ATTEST:

By: Exhibit – Do Not Sign
Its: City Clerk

APPROVED AS TO FORM:

By: Exhibit – Do Not Sign
Its: City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit “A”

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to be inserted]

ATTACHMENT F
FORM OF RELEASE OF CONSTRUCTION COVENANTS
(attached)

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 City of Santa Fe Springs)
 11720 E. Telegraph Road)
 Santa Fe Springs, California 90670)
 Attention: Director of Planning and)
 Community Development)
Project: 13231 Lakeland Road)

(Space above for Recorder's use only.)
 Exempt from Recording Fees Per Government Code Section 27383.

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (the "**Release**") is hereby made as of this ____ day of ____, 202_ by the **CITY OF SANTA FE SPRINGS**, a California municipal corporation ("City") and **HABITAT FOR HUMANITY OF GREATER LOS ANGELES**, a California nonprofit public benefit corporation ("**Developer**").

RECITALS

A. Developer and City entered into that certain Affordable Housing Grant Agreement (the "**Grant Agreement**") dated for identification purposes only as of October 5, 2021, for the purpose of developing certain real property located at 13231 Lakeland Road, in the City of Santa Fe Springs. Pursuant to the Grant Agreement, City made a grant to Developer in the original principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) (the "**Grant**") for the purpose of providing financing necessary to construct affordable residential units restricted to occupancy by Low Income Households. Developer is required to construct eighteen (18) townhome units on the Property (as further described in the Grant Agreement, the "**Project**").

B. As a condition to the Grant, City and Developer entered into that certain Declaration of Conditions, Covenants and Restrictions dated ____, 202_ and recorded on ____, 202_ as Instrument No. ____ in the Official Records of the Recorder's Office of Los Angeles County, California (the "**CC&Rs**").

C. In conjunction therewith, Developer agreed to develop, maintain and operate the townhome units in the Project in accordance with certain covenants, conditions and restrictions set forth in the CC&Rs.

D. City has conclusively determined that the construction of the townhome unit legally described in Exhibit A hereto (the "**Property**") as required by the Grant Agreement and CC&Rs has been satisfactorily completed.

NOW, THEREFORE, City hereto certifies as follows:

1. As provided in the Grant Agreement and CC&Rs, City does hereby certify that the construction of the Property has been fully and satisfactorily completed in accordance with the Grant Agreement and CC&Rs.

2. Delivery of this Release evidences only the completion of the construction of the Property for purposes of the Grant Agreement and CC&Rs. After the recordation of this Release, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Property will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Grant Agreement or CC&Rs to construct the Project on the Property, however, any such party shall be bound by any and all of the covenants, conditions, and restrictions concerning the use, maintenance and operation of the Property set forth in the Grant Agreement and CC&Rs. Developer acknowledges and agrees that subsequent to the recordation of this Release, Developer shall remain bound by any and all of the covenants, conditions, and restrictions concerning the use, maintenance and operation of the Project set forth in the Grant Agreement and CC&Rs.

4. This Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City has executed this Release as of the date set forth above.

CITY OF SANTA FE SPRINGS, a California
municipal corporation

By: Exhibit – Do Not Sign
Name: Raymond R. Cruz
Its: City Manager

ATTEST:

By: Exhibit – Do Not Sign
Its: City Clerk

APPROVED AS TO FORM:

By: Exhibit – Do Not Sign
Its: City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

[to be inserted]

**FOR ITEM NO. 8
PLEASE SEE ITEM NO. 9A**



City of Santa Fe Springs

City Council Meeting

October 5, 2021

CONSENT AGENDA

Minutes of the September 7, 2021 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- September 7, 2021

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. September 7, 2021 Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

September 7, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 6:02 P.M

2. **ROLL CALL**

Members present: Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

Members absent: None.

3. **INVOCATION**

Councilmember Sarno led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Andrew Bojorquez and Alan Avalos from the Youth Leadership Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS:** The following persons spoke during Public Comments in-person: Melody Andrade, Marla Velasquez, Irma Huitron, Alejandro Huitron, Norma Hernandez, Monica Ayala, David Ayala. Via Zoom: Josie Garcia, Leticia Vasquez-Wilson, Araceli Leyva, Joey, Leilani Martinez, Melanie Cohen.

HOUSING SUCCESSOR

6. **CONSENT AGENDA**

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

Minutes of the August 3, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

SUCCESSOR AGENCY

7. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and

vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the August 3, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

CITY COUNCIL

8. CONSENT AGENDA

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

a. Minutes of the August 3, 2021 Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

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

c. Second Reading of Ordinance No. 1118: An ordinance of the City Council of the City of Santa Fe Springs amending Sections 155.003, 155.051, 155.078, 155.109, 155.153, 155.211, 155.229, 155.259, 155.398, 155.515, 155.516, 155.518, 155.519, 155.524, 155.529, 155.531, and 155.533 to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code relating to Billboards (Planning)

Recommendation:

- Adopt Ordinance No. 1118.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve Item Nos. 8A to 8C, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

PUBLIC HEARING (Continued from August 17, 2021 City Council Meeting)

9. Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration) (Planning)

Recommendation:

- Continue the appeal hearing to the next regularly scheduled City Council

Meeting on Monday, September 20, 2021.

It was moved by Councilmember Sarno, seconded by Councilmember Zamora, to continue the appeal hearing to the next regularly scheduled City Council Meeting on Monday, September 20, 2021, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

UNFINISHED BUSINESS

10. Santa Fe Springs Park Recreation Building New Cabinets – Award of Contract (Public Works)

Recommendation:

- Appropriate an additional \$21,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Santa Fe Springs Park Recreation Building New Cabinets (PW 200101);
- Accept the bids; and
- Authorize the Director of Purchasing to issue a Purchase Order to Corral Construction of Commerce, California, in the amount of \$16,000.00.

Director of Public Works, Noe Negrete provided a presentation on Item No. 10. Councilmember Zamora asked when the last time the cabinets were replaced. Director Negrete estimate over 15 years ago. Councilmember Trujillo asked about the large difference in the submitted bid amounts. Councilmember Sarno suspected the difference was in the proposed cost of materials.

It was moved by Councilmember Zamora, seconded by Councilmember Sarno, to appropriate an additional \$21,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Santa Fe Springs Park Recreation Building New Cabinets, (PW) 200101), accept the bids, and authorize the Director of Purchasing to issue a Purchase Order to Corral Construction of Commerce, California, in the amount of \$16,000.00, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

NEW BUSINESS

11. Authorize the Purchase of New Drapes at the Clarke Estate and Town Center Hall City Facilities (Community Services)

Recommendation:

- Authorize the purchase of new drapes at the Clarke Estate and Town Center Hall;
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$45,962.12 to process this order.

Parks and Recreation Manager, Gus Hernandez provided a presentation on Item No. 11. Councilmember Sarno asked if there would be a delay in drape installation at the Clark Estate due to wedding season being over. Manager Hernandez said it would be

better to take advantage of the wedding off-season and that there is a tentative installation date set for mid-November. Mayor Mora asked how old the drapes were. Manager Hernandez could not attest to the age of the drapes at the Clark Estate but noted they were worn and have mouse holes. The drapes at Town Center Hall were at least sixteen years old.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Rodriguez, to authorize the purchase of new drapes at the Clarke Estate and Town Center Hall, and authorize the Director of Purchasing to issue a purchase order in the amount of \$45,962.12 to process this order, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

12. Haunted House Assembly of Temporary Panel Walls at Activity Center and 2021 Haunted House Event (Community Services)

Recommendations:

• **OPTION 1**

- Approve a mid-year adjustment of \$20,000 from Parks Supplies and overtime costs to Parks Contractual Services;
- Approve a mid-year adjustment of an additional \$11,600 for the project;
- Accept the bid;
- Award a contract to Calderon Built, Inc.; and
- Proceed with the traditional 2021 Haunted House event;

• **OPTION 2**

- Direct the Department of Community Services to cancel the 2021 Haunted House event, proceed with the planning of the outdoor Halloween Carnival and Costume Parade and
- Reject the bid from Calderon Built, Inc.

Parks and Recreation Manager, Gus Hernandez provided a presentation on Item No. 12. Councilmember Zamora asked monies could be used for additional outside activities. Manager Hernandez said there is sufficient space outside to accommodate additional activities. City Manager Ray Cruz asked how much an inflatable maze comparable to the one scheduled for Fiestas Patrias would cost. Manager Hernandez stated he would have to inquire about individual fees as the Fiestas Patrias cost included additional attractions. Councilmember Zamora recommended a not to exceed amount of \$10,000.00 for additional activities to accompany Option 2.

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Rodriguez, to select Option 2 and direct the Department of Community Services to cancel the 2021 Haunted House event, proceed with the planning of the outdoor Halloween Carnival and Costume Parade, reject the bid from Calderon Built, Inc., and apply a do not exceed amount of \$10,000.00, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

13. Valley View Avenue / Rosecrans Avenue Intersection Improvements – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Plans and Specifications for the Valley View Avenue / Rosecrans Avenue Intersection Improvements (Project); and
- Authorize the City Engineer to advertise for construction bids.

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

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Rodriguez, to approve the Plans and Specifications for the Valley View Avenue / Rosecrans Avenue Intersection Improvements Project, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

14. Purchase of Three (3) 2022 Ford Explorer Police Hybrids and Three (3) 2022 Ford Explorer Police Service Officer Hybrids from Fairway Ford (Finance)

Recommendation:

- Authorize the purchase of three (3) 2022 Ford Explorer Police Hybrids and three (3) Ford Explorer PSO Hybrids from Fairway Ford; and
- Authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$260,087.73.

Director of Purchasing Services, Paul Martinez provided a brief presentation on Item No. 14. Councilmember Sarno asked if there was a reason why the selections only include hybrid vehicles. Director Martinez stated that hybrids are part of the current fleet and are not known to have transmission issues compared to the civilian gas-only models.

It was moved by Mayor Pro Tem Rodriguez, seconded by Councilmember Zamora, to authorize the purchase of three (3) 2022 Ford Explorer Police Hybrids and three (3) Ford Explorer PSO Hybrids from Fairway Ford, and authorize the Director of Purchasing Services to issue a purchase order to Fairway Ford in the amount of \$260,087.73, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: None

15. Modification of Job Specification and Title for the Director of Technology Services (Finance)

Recommendation:

- Upon the current employee's retirement, approve the proposed Job Specification and title for the Director of Technology Services.

Director of Finance and Administrative Services, Travis Hickey provided a brief presentation on Item No. 15.

It was moved by Councilmember Trujillo, seconded by Councilmember Sarno, to approve the proposed Job Specification and title for the Director of Technology Services, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

16. Request for Consideration from Council Member Sarno for City Council Direction to Staff to Review and Analyze a Proposal to Transition the Athletic Fields at Little Lake Park to a Tournament Fields Operation (City Manager)

Recommendation:

- Provide direction to staff.

City Manager, Ray Cruz provided a brief presentation on Item No. 16. Before further staff time is expended on the proposal provided by ZT Baseball, council should provide direction to staff authorizing them to do so. Councilmember Sarno provided additional information and noted Mohsin Malik from ZT Baseball was present to answer questions and provide additional information.

Councilmember Zamora commented that regarding parking issues, several families use the parking lot on weekends for overflow parking from the nearby apartments and church attendees. He also added that since Mr. Malik commented that ZT Baseball has financial stability, he recommended they target the areas closes to the business community such as the Breitburn site.

Mayor Pro Tem Rodriguez noted that the influx of non-residents during tournaments would pose a parking problem to nearby residents along with restricting field use to the residents while tournaments are ongoing. She added she would like additional information.

Councilmember Sarno stated that a decision does not need to be made today, that it is purely to decide whether or not to provide direction to staff to consider it as an option to look into.

Councilmember Trujillo stated that while parking could be an issue, she stated she would like to work with St. Puis X Church to address the parking situation. She added since there are already tournaments occurring at that park, she is not opposed to looking into the possibility of having ZT Baseball manage them. Councilmember Zamora commented he is in favor of moving forward with additional research into the proposal if they select a different area other than Little Lake Park, as he would not want to deprive residents of its use during the weekends. Councilmember Trujillo added that she would like to give ZT Baseball an opportunity for consideration. Mayor Pro Tem Rodriguez stated she would not like to take away park accessibility from residents and again noted that there is not much information available.

Councilmember Trujillo asked who would be in charge of running the potential tournaments and who currently runs the ongoing tournaments. Mr. Malik responded that Perfect Game USA would run the tournaments and would also remain as youth

and high school age baseball. Parks and Recreation Manager Gus Hernandez commented that currently the tournaments at the park are being rented by third party organizations and that there is a mixture of City staff third party personnel who operate the parks. He added that the majority of the tournaments are adult tournaments.

Mayor Mora inquired about the use of the fields during the weekdays. Mr. Malik commented that practices and workshops would be held for local residents during the week.

Further discussion ensued amongst council whether to bring the item back for review to city council or the Economic Development Subcommittee.

It was moved by Councilmember Sarno, seconded by Councilmember Trujillo, to authorize staff to explore the item further and bring the results forward at a study session, by the following vote:

Ayes: Sarno, Trujillo, Mora

Nayes: Zamora, Rodriguez

Absent: None

17. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about the 2021 Santa Fe Springs Chamber Workshop that staff and council attended at Lake Arrowhead from August 18 to 20. He also spoke about the Santa Fe Springs University employee development program and what types of training would be offered and recommended for employees. Lastly, he spoke about celebrating the Santa Fe Springs Women's Club "Woman of the Year", Mary Arias.
- Director of Public Works, Noe Negrete spoke about the updates to the Town Center Plaza Parking Lot Improvement Project. He also spoke about updates regarding the Horseshoe Pit Improvement Project and the Park Improvement Project.
- Director of Planning, Wayne Morrell spoke about the completion of the draft housing element in July for the General Plan update. He also spoke about the ongoing work on the economic development element of the General Plan and provided details on where residents could obtain more information.
- Director of Police Services, Dino Torres spoke about Parent Project & Loving Solution Classes being offered for free via Zoom for residents and school residents.
- Fire Chief, Brent Hayward spoke about the COVID-19 rate within the City. He also provided an update on the Fire-Rescue crews who were dispatched to assist with the Caldor Fire, El Dorado and Amador County. He announced details for the Relay for Life event on September 25, and announced the associated Potato Bake on September 16.
- Director of Finance and Administrative Services, Travis Hickey spoke about a COVID-19 outbreak at a City facility and how the Human Resources Department is working alongside Los Angeles County Public Health Department to implement

recommendations. He also provided an updated on the City's deferred compensation plans available to City employees.

- Director of Community Services, Maricela Balderas spoke about the free Laser Tag event at the Teen Lounge on Wednesday, September 15. She also provided information on a passport event being held at the Post Office on September 11. She also provided a recap of the Summer Movies and Concert series and Summer Art Camp both held at Heritage Park. She announced that the City Library will resume regular operating hours beginning September 13, and the Learning Curve homework help program will also return. The Carriage Barn will reopen on Tuesday September 14, and lastly the Tech-to-Go program will expand to all adults in good standing.

18. PRESENTATIONS

- a. Proclamation – Proclaiming September 2021, as “National Preparedness Month” (Police Services)
- b. Proclamation – declaring September 10, 2021 as the official Fiestas Patrias Cultural Celebration in the City of Santa Fe Springs (Community Services)
- c. 20th Anniversary of 9/11 – Commemoration of Events that Occurred on 9/11/2001 (Fire)

19. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

20. COUNCIL COMMENTS

Councilmember Sarno thanked all those who spoke during Public Comments and encouraged everyone to engage at City Council meetings. He also vouched for the great work done by the Director of Public Works.

Councilmember Trujillo thanked residents who are active and voice their opinions on the neighborhoods where they live. She also thanked the Director of Public Works for his hard work and expressed her support to him. She spoke about the Chamber Workshop and commented on how well it went. Lastly, she spoke about 9/11.

Councilmember Zamora also spoke about 9/11 and thanked Director Noe Negrete for his hard work in coordinating a response with the I-5 Freeway expansion meetings. He also spoke about the Chamber Workshop and expressed excitement at the prospect of community broadband.

Mayor Pro Tem Rodriguez thanked the residents who spoke during Public Comments. She spoke about the Chamber Workshop, and thanked Public Works for coordinating the Clarke Estate for the Women's Club. She also thanked the first responders and firefighters who helped during 9/11, and highlighted the great work done by the Director of Public Works.

Mayor Mora apologized to Director Negrete for not interceding sooner during the disrespectful public comment. He thanked first responders for their work during 9/11, and congratulated Alex Tong on his upcoming retirement. He also highlighted 33 companies within the City who were recognized for complying with wastewater discharge. Lastly, he

encouraged everyone who spoke during Public Comments to continue doing so and announced the next council meeting will be moved to Monday, September 20 at 6:30 p.m.

21. ADJOURNMENT

Mayor Mora adjourned the meeting at 8:21 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



CONSENT AGENDA

Department of Fire-Rescue, Nurse Educator – Award of Contract

RECOMMENDATION

- Approve and authorize the City Manager to execute a professional services agreement with UCLA Center of Pre-Hospital Care, in a final form approved by the City Attorney's office, for the consultation position of Nurse Educator for the Department of Fire-Rescue in the amount of \$47,520.00 per contract year.

BACKGROUND

The Department of Fire-Rescue provides Emergency Medical Services (EMS) to the community utilizing Emergency Medical Technicians (EMT) and Emergency Medical Technician-Paramedics (EMT-P). The Los Angeles County Department of Health Services (DHS) requires that all departments who have a Paramedic Program, must have on staff a Nurse Educator and Quality Improvement (QI) Coordinator. The current position is filled by a licensed nurse, familiar with the policies, procedures and protocols of the Los Angeles County EMS Agency. The current provider has been working with the Department of Fire-Rescue for many years and has announced the she intends to retire from the position at the end of November, 2021. At the August 17, 2021 meeting City Council approved the Department to issue the Request for Proposal (RFP) to fill the position.

The RFP is extensive and requires detailed responsibilities in program administration and general support services, and detailed responsibility in administering a Quality Improvement Program, which is required by DHS. This individual instructs paramedics, presents lesson plans, observe their performance in the field, develops improvement plans, collects and reviews every medical report generated by paramedics, implements and trains on new medical policy, prepares records and attends DHS and other meetings, and prepares for and is directly involved in the Department's annual audit by DHS personnel. Required qualifications for the position include being a Certified Mobile Intensive Care Nurse (MICN) within Los Angeles County, familiar with policies, procedures, and protocols of the Los Angeles County EMS Agency, certified in American Heart Association (AHA), Advanced Cardiac Life Support (ACLS), and American Heart Association Pediatric Advanced Life Support (PALS).

At the conclusion of the September 10th, 2021 deadline for submissions, the Department received three qualified proposals and they were evaluated in five criteria areas:

- Capability and qualifications to instruct Los Angeles County EMS Agency's policies and treatment protocols.



City of Santa Fe Springs

City Council Meeting

October 5, 2021

- Qualification and experience as it relates to Los Angeles County EMS Agency's Quality Improvement program requirements.
- Ability to fulfill requirements within the scope of work in the Request for Proposal.
- Experience related to instructing first responders and references to support the quality of instruction delivered.
- Cost of services provided and comparison to current budgeting for the position

The most qualified vendor, based on scoring, that submitted a proposal and was evaluated was UCLA Center for Prehospital Care. The Department of Fire-Rescue recommends that the City Council approve a Professional Services Agreement with UCL A Center for Prehospital Care.

FISCAL IMPACT

The current position is a Fiscal Year 21/22 budgeted line-item in the 10102115 (Paramedics) budget at \$67,000. The proposed fee schedule from UCLA Center for Prehospital care is at an annual cost of \$47,520.00, which is \$19,480 under budget for that expense.

Raymond R. Cruz
City Manager

Attachment(s):

Attachment No. 1: Department of Fire-Rescue Request for Proposal (RFP) – Nurse Educator

Attachment No. 2: Response to Proposal – UCLA Center for Prehospital Care – Nurse Educator

Attachment No. 3: Professional Services Agreement with UCLA Center for Prehospital Care

**CITY OF SANTA FE SPRINGS
REQUEST FOR PROPOSALS
FOR NURSE EDUCATOR AND QUALITY IMPROVEMENT
COORDINATOR**



Proposals Due No Later Than **5:00 PM, Friday, September 10, 2021**

Submit Proposals To:

fire@santafesprings.org

Attention: Request for Proposal for Nurse Educator and Quality Improvement Coordinator
City of Santa Fe Springs
Department of Fire-Rescue
11300 Greenstone Ave., Santa Fe Springs, CA 90670

RFP Issued on Thursday, August 19, 2021

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CITY OF SANTA FE SPRINGS
REQUEST FOR PROPOSALS FOR
NURSE EDUCATOR AND QUALITY IMPROVEMENT COORDINATOR

I. INTRODUCTION

I.1 Purpose

The City of Santa Fe Springs (City) is seeking proposals for the services of a qualified educator to provide emergency medical services continuing education, quality improvement assessment and remediation, certification and license maintenance for Santa Fe Springs Fire-Rescue personnel. The City intends to retain the most qualified, cost-effective vendor to perform these services, commonly referred to as a Continuing Education Program (CE).

I.2 Background

The Santa Fe Springs Department of Fire-Rescue (SFSFR) consists of 45 sworn personnel and provide fire suppression, emergency medical services with Emergency Medical Technician and Paramedics certified/accredited with the State of California and the County of Los Angeles..

Santa Fe Springs Fire-Rescue received calls for 3,352 unique incidents in calendar year 2020, with approximately 75% of which were categorized as medical calls. Patients from the City are routinely transported to local area hospitals, but may also be sent to more distant hospitals. Transports are accomplished via private ambulance service, and the City also provides mutual aid to surrounding areas and also receives assistance from other agencies when our EMTs or Paramedics are committed on other incidents. The City is currently using the Medic ClipBoard system by Digital EMS Solutions, Inc. to collect electronic patient care information.

2. PROPOSED SELECTION SCHEDULE

The tentative schedule for consultant selection and Professional Services Agreement (PSA) award is provided below. The City reserves the right to make changes to the schedule, as deemed beneficial to the City's interest.

RFP Distributed:	Thursday, August 19, 2021
Deadline to Submit Questions:	Friday, September 3, 2021
Proposal Submittal Deadline:	Friday, September 10, 2021
Review Period:	Monday, September 13 – Friday, September 17, 2021
Vendor Interview (if necessary):	To Be Determined
Award of PSA:	To Be Determined

3. SCOPE OF SERVICES

The successful Proposer will be expected to provide the following services, including, but not limited to:

3.1 Program Administration and General Support Services

Provide in-person education that meets or exceeds the standards of the State Emergency Services Authority (EMSA) and the Los Angeles County Emergency Medical Services Agency (LAC EMSA) to all Fire Department personnel. This will require scheduling with all three platoons for regular CE as well as additional in-person training to personnel for initial certification, recertification and relicensure with State and Local EMS Agencies.

Under the direction of the EMS Coordinator, shall perform a wide range of duties related to education and training for Santa Fe Springs Fire-Rescue as defined by the LAC EMSA. The duties shall include but may not be limited to:

- Education and training based on data gathered from within the Quality Improvement program.
- Policy update for training as necessary.
- Education and training to new employees to ensure medical competencies.
- Any other EMS training deemed to be appropriate and necessary to optimize the delivery of pre-hospital care.
- Observation of current operational practices and development of course work and training to improve system and individual performance.
- Participate in direct observation of field responses with paramedics on each shift, at least once a year.

3.2 Quality Improvement

Conduct audits of department Patient Care Reports (PCR's) and Base Contact audio files and discuss pertinent findings with department personnel and staff. The duties shall include but may not be limited to:

- Assist in the development and review of individual performance improvement plans.
- Creation of periodic reports that illustrate the type and quantity of EMS education and training provided within the system.
- Keep records of patient care indicators and publish a report to the County EMS Agency as required by policy.

- Review incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel and complaints related to the delivery of medical care.
- Evaluate compliance with the legal documentation requirements of patient care in collaboration with the EMS Coordinator.
- On site evaluation of personnel including ride along to evaluate Department personnel under field conditions and design and provide education to any specific needs identified. To be conducted on each of the three shifts as available.
- Attend Quality Improvement meetings and other required meetings as available to gather changes and information related to policies and/or procedures and reporting to the Department, and prepare for, and be present at the Los Angeles County EMS QI Provider audit.
- When required, provide in association with an approved Los Angeles County receiving facility, ability for Paramedics to conduct clinical education in a hospital environment.
- Any other Quality Improvement plans or programs deemed to be appropriate and necessary to optimize the delivery of pre-hospital care.

3.3 Required Qualifications

- Certified Mobile Intensive Care Nurse (MICN) within Los Angeles County.
- Be familiar with the policies, procedures and protocols of the Los Angeles County EMS Agency.
- Must be certified in American Heart Association (AHA), Advanced Cardiac Life (ACLS) and American Heart Association Pediatric Advanced Life Support (PALS)

4. PROPOSAL FORM AND CONTENT

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, background, qualifications, proposed services, and capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

4.1 Mandatory Contents

1. Cover Letter
2. Table of Contents
3. Background and Experience
4. Description of Services
5. Fee Proposal
6. Additional Information

4.2 Specific Requirements for Each Section of the Proposal

I. Cover Letter

The Cover Letter shall be a maximum one-page letter signed by a duly authorized representative of the vendor and must include the name, address, telephone number, and

e-mail address of the Proposer and those of the individual consultant(s) proposed to be assigned to the City.

2. Table of Contents

Include a clear identification of the submitted material by section and by page number.

3. Background and Experience

Describe your company's background, experience, and qualifications in providing the requested services. Proposers shall submit a current Curriculum Vitae that shall include, but may not be limited to the following information:

- a. Education / Degrees held by the vendor
- b. Detailed list of experiences as a healthcare provider in a clinical setting
- c. Copy of teaching certifications / credentials
- d. Description of experiences providing CE services
- e. List of professional references

4. Description of Services

Include a detailed summary of the services to be provided to the City of Santa Fe Springs and a work plan describing activities to be performed. The Proposer must provide a clear plan and approach to delivery of the items outlined in the Scope of Work.

5. Fee Proposal

Submit a fee proposal for an annual contract that covers all elements of the CE and QI process, in addition to an annual Site Survey and CE Audit as required by the LAC EMSA.

6. Additional Information

In this section, provide any other information that the Proposer believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed services. You may use this section to address those aspects of your services that distinguish your company from other companies.

5. SUBMITTAL REQUIREMENTS

5.1 Submittal Process

The deadline for RFP responses is **Friday, September 10, 2021 at 5:00 PM (PST)**. All proposers shall submit an electronic copy of the proposal and supporting documents in PDF format to:

fire@santafesprings.org

Attention: Request for Proposal for Nurse Educator and Quality Improvement Coordinator
City of Santa Fe Springs
Department of Fire-Rescue
11300 Greenstone Ave, Santa Fe springs, CA 90670

Proposals must be delivered by the specified date and time. Proposals received after the deadline will not be considered. The submittal package shall include all required information and documents as stated herein. More than one proposal from a vendor under the same or different names will not be considered. Any proposal found ineligible or incomplete shall not be considered for selection. The City reserves the right to request follow-up information or clarification from proposers in consideration. The Proposer is responsible to ensure delivery by the date and time included.

The City of Santa Fe Springs reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which will address the needs of the City. Proposers are strictly prohibited from reaching out directly to City staff, advisory board members, or members of the City Council during this bidding period. Communication with these parties will constitute grounds to disqualify the Proposer's bid.

Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.

Responses to this RFP may be subject to public disclosure pursuant to the California Public Records Act.

5.2 Inquiries

Pre-submittal questions about the RFP and the City's current CE program will be accepted until **11:00 AM on Friday, September 3, 2021**. Responses to all questions will be confidentially emailed to all qualified educators and/or firms sent an RFP or others who have responded to the RFP as of the date any such questions are received. Written questions are to be submitted to B. Hayward, Fire Chief, at fire@santafesprings.org, or may be made by telephone at (562) 944-9713 x. 3801. The City reserves the right to respond to any or none of the questions, depending on their merit.

TERMS OF AGREEMENT

The term of the agreement shall be for one year, with an option to extend said agreement for two additional one-year terms. The Proposer is expected to honor their quoted pricing for a period no less than 90 days following the close of the bidding period. The City's standard professional services agreement is included in this RFP as Attachment A and the selected vendor is expected to accept the terms of the agreement.

6. EVALUATION OF PROPOSALS

To be considered responsive, proposers must respond to this solicitation according to the requirements, specifications, commercial terms, and provisions as described and set forth herein. Evaluation of the proposals will be based on the competitive selection process, in which the evaluation of proposals will not be limited to price alone. Technical merit and qualifications will also be considered in the selection.

6.1 Evaluation Criteria

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective consultant's qualifications. The City, in consultation with the review team, reserves the right to reject any and all proposals. The selection panel will grade and score responsive proposals with the following criteria and weights:

The competitive selection evaluation criteria are as follows:

1. Past Experience / Performance Track Record
2. Qualifications and Curriculum Vitae
3. Best Value/Cost Effectiveness

Brief description of each evaluation criteria:

1. Past Experience / Performance Track Record

This criterion will be used to assign points based on the Proposer's previous experience on similar contracts, and on whether their past experience is similar to the scope of work in this planned program. This will be judged in terms of size, target group and training activities administered by the Proposer. Applicants will be scored on their actual performance on information included in the contents of the Proposal. The Proposer should demonstrate clear understanding of the Santa Fe Springs Department of Fire-Rescue EMS Program. Maximum point value will be awarded to Proposers that have worked with other cities/municipalities on similar scope projects within the last 5 years.

The Proposer must provide documentation of its ability to perform the services requested. All Proposers must demonstrate and document a satisfactory written response of similar projects in a manner which addresses the stated evaluation criteria. The Proposer shall be entirely responsible for the accuracy of the information supplied.

2. Qualifications and Curriculum Vitae

The Proposer will be rated on compliance with the “Required Qualifications” specified in the Scope of Service, and the education and certifications shared in the Proposer’s current Curriculum Vitae. Maximum point value will be awarded to those who have a Master’s degree in Education, Nursing or related fields, and have attended and passed State Fire Training Instructor courses IA and IB.

3. Best Value/Cost Effectiveness

This criterion will be used to assign points based on the cost-effectiveness of the proposal. The scoring will be based on the combination of cost and value. The cost is the total cost in dollar amount and the value portion is the list of included deliverables and additional number of value-added services, if any.

The Proposer’s budget will be reviewed to determine that the costs are reasonable, necessary, competitive, and comply with cost standards.

By submitting a proposal, each Proposer represents and warrants the following:

- All terms and conditions as presented in this RFP process are acknowledged and accepted, unless otherwise explicitly stated in the Proposal;
- The Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal; and
- The Proposer has not, and will not, offer any City employee any gratuity, discount, or offer of employment connected with the award of a contract by the City.

Interviews and presentations by one, several, or all of the Proposers may be requested by the City if deemed necessary to understand and compare the Proposer’s capabilities and qualifications fully. The adequacy, depth, and clarity of the proposal will influence its evaluation to a considerable degree.

7. SELECTION PROCESS

The selection process will involve the following phases:

1. A City review team will evaluate submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor’s acceptance of RFP terms and completeness of submissions.
2. Interview of most qualified applicants (if necessary).
3. Review team will check references given.
4. The City of Santa Fe Springs will enter into negotiations with the selected vendor leading to a professional services agreement.

8. ATTACHMENTS

Attachment A: Standard Professional Services Agreement

ATTACHMENT A

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
INSERT CONSULTANT'S NAME**

This Professional Services Agreement ("Agreement") is made and effective as of INSERT DATE ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and INSERT CONSULTANT'S NAME, 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 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. 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.

September 9, 2021

City of Santa Fe Springs
Department of Fire-Rescue
11300 Greenstone Ave.,
Santa Fe Springs, CA 90670
Re: Request for Proposal for Nurse Educator and Quality Improvement Coordinator

To whom it may concern,

Enclosed with this letter is UCLA's Center for Prehospital Care's response to the City of Santa Fe Springs request for proposal for Nurse Educator and Quality Improvement Coordinator. UCLA confirms our ability to provide a qualified and cost effective Continuing Education Program (CE) including a nurse educator to provide emergency medical services continuing education, quality improvement assessment and remediation, certificate and license maintenance for Santa Fe Springs Fire-Rescue personnel.

The UCLA Nurse Educator collaborates with the department's leadership, are highly trusted department personnel, and supports the department's mission by providing continuing education and a quality improvement program that meets or exceeds the Los Angeles County EMS Agency and State of California EMS Authority requirements. Subject to approval by the city and department, UCLA proposes that Johnna Corbett serve as Nurse Educator for the Santa Fe Springs Fire-Rescue.

Johnna Corbett
Nurse Educator, Fire Department & Law
Enforcement CE & QI
909-286-1212
JCorbett@mednet.ucla.edu

Thank you for your time and consideration. We look forward to further discussing our proposal with the City of Santa Fe Springs. If you require any further information or clarification, please contact Marianne Newby, Director, Fire Department and Law Enforcement Continuing Education and Quality Improvement at mnewby@mednet.ucla.edu or 310-425-6055 or me at tlegassick@mednet.ucla.edu or 310-903-0632.

Sincerely,

Todd LeGassick, MPH
Executive Director, Center for Prehospital Care
Department of Emergency Medicine
UCLA David Geffen School of Medicine

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1. Background and Experience

1.1 UCLA Background and Qualifications

UCLA has been delivering Nurse Educator services for over 20 years and has a full and complete understanding of the work involved to support the Santa Fe Springs Fire-Rescue's emergency medical services program.

Founded in 1988, the UCLA Center for Prehospital Care (CPC) designs, develops and offers primary medical education, continuing education and quality improvement programs to meet needs of the prehospital community and conducts research to advance the emergency medical services system. For over 30 years, UCLA has delivered customized, state-of-the-art education to firefighters, EMTs, paramedics, law enforcement, registered nurses, medical students, medical residents and physicians.

There are seven operating divisions within CPC which are organized to meet the community's need for comprehensive services. This includes both primary and continuing education programs and provides the expertise and resources seldom available by independent consultants. The operating areas include:

- Fire Department and Law Enforcement Continuing Education & Quality Improvement
- Paramedic Primary and Refresher Education
- EMT Primary and Refresher Education
- American Heart Association Training Center (BCLS, ACLS, PALS, NRP)
- National Association of EMT (NAEMT) Programs Training Center
 - Advanced Medical Life Support (AMLS)
 - EMS Safety
 - Emergency Vehicle Operate Safety (EVOS)
 - Geriatric Emergency Medical Services (GEMS)
 - Prehospital Trauma Life Support (PHTLS)
 - Principles of Ethics and Personal Leadership (PEPL)
- Healthcare Programs (ie. Phlebotomy, ECG Training, Non-Violent Crisis Prevention Training)
- Research and Academic Publications/Presentations

Residing in the nation's number one public university and one of the top medical schools in the world, UCLA program faculty and staff are immersed in the practice of medicine and the science

supporting it, ensuring programs are on the cutting edge of medicine. The UCLA Center for Prehospital Care's unique qualifications include:

- Reporting through the Department of Emergency Medicine and the UCLA David Geffen School of Medicine
- Over 20 years' experience delivering primary and refresher paramedic education with outstanding completing and licensing rates
- Over 30 years' experience delivering primary and refresher education for EMTs in one of the top performing programs in the state.
- Over 20 years' experience developing and delivering prehospital continuing education in Los Angeles County
- Over 20 years' experience delivering quality improvement programs and continuing education to fire departments and law enforcement agencies
- Extensive experience operating simulation laboratories and both low and high-fidelity manikins to enhance provider performance and readiness assessing and treating actual patients
- A cohesive management structure with physicians, nurses, paramedics and EMTs in key leadership positions who contribute to best practices, and participate with others to create knowledge and evidence that help guide the practice of prehospital medicine

1.2 Nurse Educator Experience and Qualifications

For over 20 years, UCLA Nurse Educators have worked within the chain of command structure in the fire department and delivered continuing education, performed quality improvement and supported the departments in delivering outstanding patient care for their community. This is done through a collaborative process where Nurse Educators regularly meet with the Fire Chief or designee to review quality improvement data, discuss short and long-term department plans, and create educational strategies. Nurse Educators establish themselves as a resource immersed in the culture of the department to earn the trust and support of frontline personnel. This provides the platform for Nurse Educators to begin providing informal education, formal continuing education sessions, field ride-along evaluation and the tracking of quality indicators.

The UCLA Nurse Educator possess the following qualifications:

- Current licensure as a registered nurse in California
- Mobile Intensive Care Nurse certification
- National Association of EMS Educator Instructor Certification (this is equivalent to the State Fire Fighter IA/1B Instructor Certification acceptable by the LA County EMS agency)

- Current provider and instructor certifications as:
 - Basic Life Support Provider
 - Advanced Cardiac Life Support Provider
 - Pediatric Life Support Provider
- 5 years' experience working in the emergency department
- Dynamic educators with previous teaching experience
- Excellent communication skills for teaching and collaborating
- Attitude, motivation and desire to advocate for EMTs and Paramedics and to collaborate with the department's EMS leadership team
- Organizational skills, knowledge of Digital EMS, and the ability to conduct quality improvement

Further, UCLA operates an approved American Heart Association (AHA) and National Association of Emergency Medical Technician (NAEMT) Training Center. Having these training centers in-house at UCLA, will afford the department members who wish to receive certification in Advanced Cardiac Life Support, Pediatric Advanced Life Support or Prehospital Trauma Life Support, the ability to do so. UCLA has the ability to supplement the Nurse Educator with the required instructor staff to meet the student to instructor ratios required by the AHA and NAEMT.

Finally, UCLA was funded by the Los Angeles County EMS Agency three years ago to create an Immersive Simulation Laboratory with both low and high-fidelity manikins. This training has resulted in robust simulations both at our primary training locations as well as partner locations throughout Los Angeles County. UCLA looks forward to partnering with the Santa Fe Springs Fire-Rescue to ensure their simulation laboratory is frequently and appropriately used for the education of department personnel.

1.3 Johnna Corbett Qualifications

Subject to department approval, we propose that Johnna Corbett serve as the Nurse Educator for Santa Fe Springs Fire-Rescue. Johnna's biography follows and her curriculum vitae is included in section 9.1.

During her 20-plus year career in emergency medicine, Johnna Corbett has provided instruction to students in EMTs and Paramedics in fire departments, law enforcement agencies, ambulance companies, and hospitals. As a passionate educator and committed patient care advocate, Ms. Corbett is unsurpassed in her dedication and advocacy for EMTs and Paramedics, regularly going above and beyond to meet their educational needs. Her dedication and innovative teaching

methods have led to recognition, including the Organizational Excellence Award from the City of West Covina in 2016 and 2021. Ms. Corbett also received the UCLA Hero Award in 2021 for her COVID-19 vaccine efforts with West Covina, San Gabriel, and Montebello fire departments.

Ms. Corbett has worked as a Nurse Educator with UCLA since 2013, where she has served as the primary EMS Manager and educator for West Covina Fire, Alhambra Police, San Gabriel Fire, Montebello Fire and San Marino Fire. Ms. Corbett has extraordinary communication skills, work ethic, and inspires compassionate care in others through her unique teaching style. Her ability to create strong interpersonal and interdepartmental relations allows her students to benefit from the resources of UCLA, government agencies and the larger EMS community. Letters of reference are included in section 9.3.

1.4 Proven Experience with Stakeholder Engagement

The UCLA Center for Prehospital Care has provided continuing education and quality improvement to fire department and law enforcement agencies for over 20 years. UCLA's current partners include:

Alhambra Fire Department	La Habra Heights Fire
Alhambra Police Department	Manhattan Beach Fire Department
Arcadia Fire Department	Monrovia Fire Department
Burbank (Hollywood Burbank) Airport Fire Department	Montebello Fire Department
Chevron Refinery Fire Department	Monterey Park Fire Department
Culver City Fire Department	Redondo Beach Fire Department
Downey Fire Department	San Gabriel Fire Department
El Segundo Fire Department	San Marino Fire Department
Glendale Community College District	South Pasadena Fire Department
Glendale Police Department	West Covina Fire Department
Hawthorne Police Department	

Nearly every public fire department in Southern California utilizes UCLA for the CE and QI services or sends its employees to one of UCLA's primary EMT or Paramedic Education Programs. Most of the fire departments have been served by UCLA for over 10 years which demonstrates the quality of service, value and capabilities of UCLA personnel.

With a 100% record of completing CE and QI audits without action items, UCLA's education and quality improvement services are well respected and recommended by the Los Angeles County Department of Health Services EMS Agency. Not only can UCLA's Nurse Educators provide the traditional CE and QI services, UCLA also has the background and experience to serve or support the Department's Infection Control Officer (DICO), to meet the skill verifications required for both EMTs and Paramedics, and to design unique pilot programs to ensure the department and their communities receive state-of-the-art emergency care. Most notably during the pandemic, this included the creation of a training program to permit EMTs and Paramedics to administer COVID vaccines and the approval to operate pop-up clinics to meet fire departments' needs.

2. Description of Services

2.1 Continuing Education

The Nurse Educator will provide a minimum of thirty-six (36) hours of continuing education each year (3 hours on each shift per month) for each member that attends the continuing education session. Continuing education will be dynamic, hands-on and utilize a student-centered learning model that goes well beyond the traditional lecture-based stand and deliver teaching format from long ago. UCLA believes that education should be captivating, inspiring and help with the discovery of medicine. UCLA will bring its simulation expertise to the Santa Fe Springs Fire-Rescue as well as our understanding of the learning science to adapt education programs to the needs of the new generation of learners.

All continuing education content will meet the criteria established by the Los Angeles County EMS Agency and the State of California to fulfill Paramedic re-licensing and EMT continuing education requirements. Education topics will be driven by the quality improvement process, topics mandated by the Los Angeles County EMS Agency, as well as those desired by the members of the department. The Nurse Educator will maintain all required records (objectives, lessons, posttests) in compliance with the Los Angeles County EMS Agency. The Nurse Educator will prepare for, and participate in, the Los Angeles County EMS Agency provider continuing education annual survey/summary and any required audits.

2.2 Quality Improvement

The Nurse Educator will collaborate with the department's EMS leadership team to develop best practices and key performance indicators to support and monitor patient care and legal documentation requirements. These indicators, including but not limited to provider impressions and special study indicators, will be tracked monthly and 100% of the EMS calls will be reviewed. The Nurse Educator will provide feedback/coaching to department personnel, create individual performance improvement plans (including hospital clinical as needed for remediation), ride-along to evaluate paramedics under field conditions, and conduct bi-annual skills practice and verification to meet regulatory requirements.

On a regular basis, the Nurse Educator will present all quality improvement performance results to the quality improvement committee and department leadership by facilitating and attending quality improvement meetings, and submitting information to the Los Angeles County EMS Agency as required. Additional studies will be designed to evaluate clinical and operational performance as requested or required. The Nurse Educator will prepare for, and participate in, the Los Angeles County Department of Health Services EMS Agency provider quality improvement audit. UCLA maintains an excellent working relationship with the Los Angeles County EMS Agency, which helps with policy interpretations, clarifications on practices and the approval of special studies.

2.3 General Administrative

To ensure a high quality EMS delivery service, the Nurse Educator collaborates and coordinates all activities and recommendations with the department's Fire Chief, or designee, and Medical Director.

Duties supportive to this outcome include: ensuring compliance with local and state regulations/protocols, reviewing and analyzing hospital outcome data, supporting the department's infection control program, serving as a liaison between the department and the emergency medical community including local hospitals and the Los Angeles County EMS Agency, attending committee meetings including Provider Agency Advisory Committee (PACC), LA County Fire Chief Association (LAAFCA), Pediatric Liaison Nurse Advisory (PLN), LA County EMS Agency Provider Quality Improvement (LACPQI), and California Fire Department Nurse Educators (CalNep), assisting in the selection of new employees (as requested), assisting in new paramedic orientation/re-orientation for members completing probation and fire academy (as requested). The Nurse Educator will also conduct a survey of the continuing education and quality improvement program each year to assess strengths and areas for improvement and

generate other reports and documents needed to support the EMS program. The Nurse Educator will also be available by cell phone for general questions and expert consultation.

2.4 Proposed Methodology for Completing the Work

UCLA's methodology for completing the work is based on two clear themes – a clear scope of service and UCLA's unique approach to delivering services. The latter starts with building a culture of trust with firefighters and paramedics so the Nurse Educator becomes a trusted member of the department's EMS mission. This is accomplished by spending time at the department on each shift beyond continuing education and getting to know the members of the department on a personal level. Once the department understands the Nurse Educator is their advocate and that of their patients, they are able to help instill a culture of excellence for patient care by doing what is right and making things better in the delivery of emergency medical services. While the scope of services may change to meet the unique needs of each department, UCLA Nurse Educators practice what they preach and role model the behavior by operating with integrity, promoting teamwork and being empathetic to the needs and situation for each department member.

Listed in section 4.2 is a detailed description of services, frequency and outcome measure for meeting the specification in this RFP. These services, together with UCLA's unique approach to service delivery creates a strong partnership to advance the practice of emergency medical services and ensure the best possible care is available for the Santa Fe Springs community.

The Summary of Services includes specifications aligned with the proposal requirements, an expected frequency period and an outcome measure to confirm it has been achieved. Additional services needed to support the CE and QI program are also included at the end of bottom of this exhibit for reference. These are not extra services, but provide additional clarification about duties required to support the Specifications. These are subject to the Department's approval.

3. Fee Proposal

UCLA can deliver a comprehensive Continuing Education and Quality Improvement Program to the department at a total cost of \$47,520.00 per year, billed each at a rate of \$3,960.00 per month and represents the full cost of all services requested in the RFP Specifications. Based on our experience with other fire departments of the City of Santa Fe Springs and a detailed review of the RFP requirements, Johnna Corbette will provide Nurse Educator services four (4) days per

month for ten (10) hours per shift, plus up to four (4) hours per month for administrative meetings and duties. This will afford her to provide continuing education, perform quality improvement, meet informally with EMTs and Paramedics and department leadership.

The department would need to provide the following support to ensure the success of the Nurse Educator delivering services under this proposal, which include:

- A secure file cabinet to store all continuing education and quality improvement records
- A classroom sufficient to provide quality instruction, including audiovisual equipment (ie. LCD projector)
- Training equipment and supplies for the purposes of instruction
- A desk with secure file space to complete the work under this proposal

4. Additional Information

4.1 Johnna Corbett Curriculum Vitae

Summary

Johnna Corbett is a Nurse Educator and RN with over 15 years' experience in the Emergency Department and over 13 years' experience in critical care transport. Ms. Corbett is highly motivated and has a proven ability to educate first responders from both fire and police departments. Ms. Corbett holds RN and MICN licenses and is the primary fire department nurse educator for West Covina, Alhambra, San Gabriel, Montebello, and San Marino. Innovative teaching methods have led to recognition including the Organizational Excellence Award from the City of West Covina in 2016 and 2021. Ms. Corbett also received the UCLA Hero Award in 2021 for her COVID-19 vaccine efforts with West Covina, San Gabriel, and Montebello fire departments.

Education

Chaffey Community College Associates Degree in Nursing (2007)

University of California Riverside Bachelor's Degree of Science-Neuroscience (2003)

Pasadena City College EMT Program (1999)

Professional Nursing Licensures and Certifications

Board Registered Nursing California License #709732	Expiration June 30, 2023
Mobile Intensive Care Nurse LA County N3985	Expiration March 31, 2021
Basic Life Support	Expiration October 2021
Advanced Life Support	Expiration October 2021
Pediatric Advanced Life Support	Expiration October 2021
National Association of EMS Educators	Completed Course April 2013
Certified Emergency Nurse	Expiration January 24, 2021
Trauma Nurse Core Course	Expiration March 29, 2025
Tactical Combat Casualty Care	Completed Course March 26, 2016
Advanced Burn Life Support	Completed September 10, 2016

Nursing & Teaching Experience

UCLA Center for Prehospital Care - Los Angeles, CA	2012 - Present
<ul style="list-style-type: none">• Nurse Educator for San Marino Fire Department• Nurse Educator for Montebello Fire Department• Nurse Educator for San Gabriel Fire Department• Nurse Educator for Alhambra Police Department• Nurse Educator for West Covina Fire Department• Assistant Skills Instructor at Paramedic School	<ul style="list-style-type: none">2021-Present2020-Present2019-Present2017-Present2013-Present2012-2013
Pomona Valley Hospital Medical Center - Pomona, CA.	2007 - Present
<ul style="list-style-type: none">• Emergency Room Staff and Charge Nurse• 78 Bed Emergency Room and Trauma Center• Emergency Room Approved for Pediatrics• STEMI Receiving Center• Comprehensive Stroke Receiving Center	
Medic 1/RSI Ambulance - Irwindale, CA	2008 - 2020
<ul style="list-style-type: none">• Critical Care Transport Nurse• Transport of Critically ill Adults and Children	
Pomona Valley Hospital Medical Center ED RN Preceptor	2010-Present

UCLA Center for Prehospital Care Nurse Educator RFP for City of Santa Fe Springs

Mt. San Antonio College Adjunct Faculty for Paramedic Program	2017-2018
Chaffey College Instructor Assistant/Tutor- Rancho Cucamonga, CA	1998-2008
American Red Cross First Aid and CPR Instructor - Ontario, CA	1999-2008
Arroyo High School Biology and Chemistry Teacher - El Monte, CA	2003-2005
City of Rancho Cucamonga's Water Safety and Lifeguard Instructor	1995-1999

4.2 Detailed Scope of Services

This Scope of Services includes an expected frequency period and an outcome measure to confirm it has been achieved. Additional services needed to support the CE and QI program are also included at the end of bottom of this exhibit for reference. These are not extra services, but provide additional clarification about duties required to support the Specifications. These are subject to the Department's approval.

Specification Description	Frequency	Outcome Measure
A. Provide one Nurse Educator to the Department to Provide CE Programs and QI Services.	Prior to any change in personnel	Department meets with the new Nurse Educator and provides approval to begin service.
B. CE Programs will be provided for each of the three platoon shifts (A, B and C) at least once per month for a period of at least three hours each.	Monthly	A minimum of 36 hours of CE delivered annually on each shift for EMTs and Paramedics who elect to attend all CE sessions on their work shift, as evidenced on Department's approved training schedule and calendar. Reasonable effort will be made to provide make-up sessions for those unable to attend CE.

<p>C. CE Programs offered for the Department meet or exceed the current criteria and requirements established by the County of Los Angeles, and the State of California for continuing education recertification/relicensing. The CE Program content shall be created in partnership with the Department. Department personnel electing to meet the additional National Registry requirements will be able to meet this requirement by participating in the additional CE courses at UCLA (at no cost).</p>	<p>Ongoing</p>	<p>Department providers able to recertify/relicense.</p> <p>Nurse Educator ensures the Department meets the audit requirements of the County of Los Angeles.</p> <p>CE Program content discussed quarterly with the Department and verified on a calendar of approved topics.</p>
<p>D. CE Program content created in partnership with the Department and shall include an annual EMS/Legal update session to make providers aware of current laws related to EMS.</p>	<p>Ongoing</p>	<p>Verified the training schedule and calendar of topics approved by the Department.</p>
<p>E. CE Program content created in partnership with the Department and shall include an annual EMS Documentation session to make providers aware of current laws related to EMS.</p>	<p>Ongoing</p>	<p>Verified the training schedule and calendar of topics approved by the Department.</p>
<p>F. The Nurse Educator shall ride along and evaluate Department EMT-Paramedics under field conditions as needed. The Nurse Educator shall design and provide education based on the needs and/or opportunities discovered or created by the Educator's observations and assessment.</p>	<p>Monthly on each shift as call volume permits</p>	<p>Completion of ride-along documentation form. Documents reviewed with the Quality Improvement committee and Department leadership quarterly or more often if needed.</p> <p>Ride-along observations will be incorporated into CE topics approved</p>

		by the Department or accomplished with concurrent education or training material.
G. The Nurse Educator shall continually assess specific needs from which to develop, coordinate, and maintain an appropriate Quality Improvement plan for the Department. The plan will be dynamic; modified to address changing needs and issues. The Quality Improvement process shall include, but is not limited to the following:	Ongoing	<p>QI plan discussed at quarterly QI meeting and recorded in minutes.</p> <p>Performance indicators reviewed and revisions discussed at quarterly Quality Improvement meetings or more often if necessary.</p>
1. Quarterly review and, if necessary, modification of the Quality Improvement plan and Quarterly Quality Improvement meetings.	Quarterly or more often if needed	QI plan discussed at quarterly QI meeting and recorded in minutes.
2. Clinical review of 100% of the patient care reports generated, using a review system and criteria created by the Educator in collaboration with the Department.	Monthly	<p>Review of 100% of patient care records and record performance against performance indicators approved by the Department or required by the Los Angeles County EMS Agency.</p> <p>Performance threshold on indicators is 90% and recorded on reports submitted to the Department and Los Angeles County EMS Agency.</p>
3. Direct field observation of providers.	Monthly	Completion of ride-along documentation form. Documents reviewed with the quality improvement committee and

		Department leadership quarterly or more often if needed.
4. Development and implementation of a process and plan to review and evaluate provider competency. This plan is intended to continually review and strategically improve core competencies. In addition, the plan will address lesser-used skills and procedures.	Ongoing	<p>Plan shall be subject to Department approval and include QI performance indicators for tracking, skill competency assessment and direct field observation. All of this information shall be incorporated into the CE Program approved by the Department.</p> <p>Completion of required skill verification forms as required by Los Angeles County EMS Agency for recertification of EMTs.</p>
5. Specific incident review. The Nurse Educator will assist Department as necessary in fact-finding for specific patient-care-related incidents	As required	Review available documents (ie. patient care report, EMS policies, Title 22), contact appropriate personnel (ie. provider, other fire departments, or base hospitals) and provide a summary of information requested to the Fire Chief.
6. Nurse Educator will attend Los Angeles County Quality Improvement Committee meetings to gather information and report to the Department on issues related to policy, procedure, and other relevant updates.	As scheduled	Department represented by Nurse Educator and attendance recorded in meeting minutes.

7. Nurse Educator will work directly with the Department's Infection Control Officer in the design and maintenance of a department-wide infection control and exposure program.	As needed for incidents and review of plan annually	Review programs annually, support DICO and make recommendations to Department leadership.
H. The Nurse Educator will report to the Department via the Fire Chief (Chief) or their Quality Improvement Designee on Quality Improvement Activities. The Nurse Educator will implement any responsive recommendations under the direction of the Chief or the Quality Improvement Designee.	Monthly	The Nurse Educator will provide QI summaries for the Department and meet regularly with the Fire Chief or designee to discuss recommendations for implementation in the CE and QI Programs
I. The Nurse Educator shall have experience and competence in interview techniques and participating on a Department oral board for potential paramedic candidates.	As scheduled	<p>The Nurse Educator shall be approved for their experience prior to starting the service.</p> <p>The Nurse Educator will participate in oral boards and skill assessments for potential paramedic candidates as requested</p>
J. Experience and flexibility to perform home visits on special needs patients in their own environment.	As required	<p>The Nurse Educator shall be approved for their experience prior to starting the service.</p> <p>The Nurse Educator will document such visits and share it with the Department.</p>

K. Nurse Educator shall hold current certification as an American Heart Association (AHA) provider in; Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), basic cardiovascular Life Support (BCLS).	Ongoing	Nurse Educator shall hold current BCLS, ACLS and PALS provider certifications as evidenced in certification cards provided in this RFP
Additional services necessary to support CE & QI Programs	Frequency	Outcome Measure
1. Administer required competency assessment (i.e., quiz, skill checkoff) of material presented during CE Program.	Month (at the end of each CE session)	100% of the department meets the 80% passing threshold or receives remediation to achieve competency.
2. Administer survey about the CE Program presentation by Nurse Educator.	Every month (at the end of the CE session)	80% of students rate the presentation 4 (out of 5). Completed evaluations reviewed bi-annually with the department.
3. Assess the overall quality of the CE and QI program.	Anonymous survey annually	Results compiled and presented to the Fire Chief.
4. Maintain all required CE records.	Monthly	Prepare a CE packet that includes all required material for the audit including but not limited to rosters, lessons, objectives, posttests and evaluations.
5. Prepare Department for the Los Angeles County Department of Health Services EMS Agency CE Audit.	As scheduled	Submit required survey information including but not limited to schedules, rosters, lesson plans, objectives posttests and evaluations. Attend meetings and obtain re-approval of the department's ability to deliver CE and be in good standing with DHS.

6. Skills practice, remediation, and skill verification for Paramedics and EMTs.	Annually and conducted during skills sessions practice where possible	Skills sheets verifying competency of selected skills reviewed with department leadership.
7. Submission of QI performance indicators to DHS as required.	Quarterly (or as required)	Performance threshold on indicators is 90%.
8. Support the Medical Director with special QI projects.	As assigned	Track and report data as required.
9. Collect, review and analyze hospital outcome data as required by the Los Angeles County EMS Agency.	Monthly	Report completed and submitted as required by DHS.
10. Facilitate and attend the QI committee to review and discuss performance indicators.	Quarterly	Results presented to the quality improvement committee and department leadership for discussion, recognition, areas for improvement, attention or continuing education.
11. Attend Los Angeles County Provider Agency Advisory Committee (PACC), LA County Fire Chief Association (LAAFCA), Pediatric Liaison Nurse Advisory (PLN), LA County EMS Agency Provider Quality Improvement (LACPQI), and California Fire Department Nurse Educators (CalNep), and other meetings as requested or required.	Quarterly or as scheduled	Department represented by the Nurse Educator.
12. Prepare for the Los Angeles County Department of Health Services EMS Agency Provider QI Audit.	As scheduled	Attend meetings and obtain re-approval of the department's ability to deliver EMS and be in good standing with the Los Angeles County EMS Agency.

13. Liaison with the Los Angeles County EMS Agency, local base hospitals and/or fire departments.	At committee meetings and or as incidents arise	Resolution of concerns and dialogue with department leadership about complaints and concerns.
14. Ensure EMS compliance with local and state EMS regulations and protocols.	Ongoing	Attend UCLA Nurse Educator Service department meetings. Attend Los Angeles County Department of Health Services EMS Agency Provider Quality Improvement Meetings. Attend train-the-trainer EMS Update courses (annually).

4.3 Letters of Recommendation

The following letters of recommendation are attached for your reference.

- Montebello Fire Department Fire Battalion Chief
- Montebello Fire Department Medical Director
- West Covina Fire Department Assistance Fire Chief and EMS Coordinator

4.4 Certifications

The following certifications for Johnna Corbett are attached for your reference.

- ACLS Provider
- PALS Provider
- BLS Provider
- Emergency Nurse Certification
- NAEMSE Instructor Certificate



City of Montebello Fire Department

Fernando Pelaez
Fire Chief

Rocky Lopez
Deputy Chief

Craig Barker
A-Shift
Acting Battalion Chief

Charles Wells
B-Shift
Battalion Chief

Darin Goltara
C-Shift
Battalion Chief

August 22, 2021

RE: Johnna Corbett

To Todd LeGassick, UCLA Medical Center

It is with great confidence and truly a pleasure to recommend to you, Johnna Corbett.

I have been acquainted with Johnna for four years, where I have seen Johnna interact in many facets with fire personnel. During this time, I have come to know Johnna as engaging, relatable, and compassionate towards our personnel. Moreover, she has the ability to teach firefighters complex ideas, where they not only learn it, but retain it. Johnna is very well respected by the entire Montebello Fire organization.

I consider it a privilege to know Johnna, and it is both an honor and my pleasure to recommend her to UCLA Medical Center. I know Johnna's education, her great personality, and work ethic enable her to provide continued education to our organization. Some great examples of Johnna providing education to our organization are: EMS updates, proper drug administration, EMT skills, and individual paramedic ride-alongs.

I am positive that being a part of our department, Johnna has made our organization better. She has formed a great working relationship with all our personnel. We are continuously impressed with Johnna's expertise and engagement. If additional insights about Johnna would benefit you, please feel free to call me.



Darin Goltara

Fire Battalion Chief

Fire Department, City of Montebello

600 N Montebello Blvd. Montebello, CA 90640

w: 323-887-4510 c: 213-220-7039

w: Dgoltara@cityofmontebello.com

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City of Montebello Fire Department

Fernando Pelaez
Fire Chief

Rocky Lopez
Deputy Chief

Freddy Jimenez
A-Shift
Battalion Chief

Charles Wells
B-Shift
Battalion Chief

Darin Goltara
C-Shift
Battalion Chief

Todd LeGassick
Executive Director
Center for Prehospital Care
Department of Emergency Medicine
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

Re: Nurse Educator for the Santa Fe Springs Fire Department

Dear Mr. LeGassick,

I am writing this letter in support of Johnna Corbett RN, MICN, for nurse educator at the Santa Fe Springs Fire Department. I am currently the Medical Director for the Montebello Fire Department and work with Johnna in a professional capacity. She is currently the nurse educator at the Montebello Fire Department. I have had the pleasure to work with her on quality improvement projects and didactic education. She is a great educator in class and the paramedics really enjoy her teaching style. Furthermore, she has great clinical experience as she continues to work in the Emergency Department at Pomona Valley Hospital Medical Center while working as nurse educator with UCLA fire departments. Her patient care experience is really helpful for providing feedback and teaching skills to firefighter paramedics. She works hard and is a strong patient advocate.

Johnna Corbett is a fantastic choice as your nurse educator and I recommend her for your fire department without reservation. I have also worked with the UCLA, Center for Prehospital Care Department for a long time, and I have a great relationship with the organization as a whole. Please do not hesitate to call me with questions, 323-719-0973.

Sincerely,

Angelica Loza-Gomez

Angelica Loza-Gomez, MD
Montebello Fire Department Medical Director
Associate Professor of Clinical Emergency Medicine
Department of Emergency Medicine
University of Southern California, Keck School of Medicine



WEST COVINA FIRE DEPARTMENT

"Service with Integrity, Pride and Dedication"

Vincent A. Capelle
Fire Chief

August 25, 2021

Mr. Todd LeGlassick:

I have had the pleasure of working with Johnna Corbett, for the last several years, in my capacity as the department EMS Coordinator. Over the last six years, I have experienced first-hand, Johnna's commitment to providing quality education, training, and support for our personnel. Not only is Johnna committed to providing us with her insight and knowledge, but she also demonstrates a true patience to make sure that our Emergency Medical Technicians and Paramedics are provided with the information, training and follow-up needed to provide the best care possible.

Johnna actively provides Continuing Medical Education through entertaining lesson plans that involve a variety of multi-media sources and current events. She caters her training and education to the requirements of our County; she also is aware of any needs specific to our department. In addition to providing our training, Johnna has been instrumental in providing Narcan administration training to the Special Enforcement Team of our West Covina Police Department.

I have had the opportunity to work with Johnna to address a variety of issues including incident review, expanded scope of practice implementation, provider impressions, quality control, complaints, and working with local health agencies and hospitals. Johnna is always available to speak or communicate with me to address issues should they occur. Her knowledge and experience as an active Trauma Emergency Room R.N., is always helpful in providing perspective. She is always an advocate for our personnel and the level of care we provide.

In addition to providing our Continuing Medical Education, Johnna goes well beyond expectations to make sure that any issue(s) found are addressed in a positive way, designed to foster improvement. In addition to providing regularly scheduled CME sessions, Johnna conducts regular "QI" themed lessons, identifying areas where we do well, as well as any areas where we need improvement. She is always proactive in her approach to identify potential issues before they occur, often utilizing our Digital EMS software, to flag potential problems, allowing us to discreetly tag and communicate with individuals to provide and solicit feedback.

In addition to providing our continuing medical education, skills training, and quality improvement, Johnna is instrumental in assisting us every year with our annual EMSA audit. Johnna is a valued team member who goes well beyond expectations. She is always available when needed, provides excellent education, feedback, and service. It has been a pleasure to work with Johnna Corbett over the last several years and I offer my highest endorsement of her services without reservation.

Please do not hesitate to contact me with any questions.

Best Regards,

Mike Fountain
Assistant Fire Chief | EMS Coordinator

ADVANCED CARDIOVASCULAR LIFE SUPPORT

**ACLS
Provider**



**American
Heart
Association.**

Johnna Corbett

**has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Advanced Cardiovascular Life Support (ACLS) Program.**

Issue Date

10/24/2019

Training Center Name

USC Center for Life Support Training

Training Center ID

CA01369

Training Center City, State

Los Angeles, CA

**Training Center Phone
Number**

(323) 409-6528

Renew By

10/2021

Instructor Name

Evelyn Riley

Instructor ID

10130211208

eCard Code

196507883272

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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PEDIATRIC ADVANCED LIFE SUPPORT

**PALS
Provider**



**American
Heart
Association.**

**American Academy
of Pediatrics**



DEDICATED TO THE HEALTH OF ALL CHILDREN™

Johnna Corbett

**has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Pediatric Advanced Life Support (PALS) Program.**

Issue Date

10/25/2019

Training Center Name

USC Center for Life Support Training

Training Center ID

CA01369

Training Center City, State

Los Angeles, CA

**Training Center Phone
Number**

(323) 409-6528

Renew By

10/2021

Instructor Name

Evelyn Riley

Instructor ID

10130211208

eCard Code

197007883393

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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BASIC LIFE SUPPORT

**BLS
Provider**



**American
Heart
Association.**

Johnna Corbett

**has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Basic Life Support (CPR and AED) Program.**

Issue Date

10/24/2019

Training Center Name

USC Center for Life Support Training

Training Center ID

CA01369

Training Center City, State

Los Angeles, CA

**Training Center Phone
Number**

(323) 409-6528

Renew By

10/2021

Instructor Name

Evelyn Riley

Instructor ID

10130211208

eCard Code

195507882845

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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**BOARD OF CERTIFICATION
FOR EMERGENCY NURSING™**

Excellence. Achievement. Impact.

+1-877-302-BCEN

BCEN.org

Johnna Corbett

Name

671310

Candidate ID

January 24, 2025

Expiration Date

Certified Emergency Nurse



CERTIFICATE OF ACHIEVEMENT

This is to certify that

Johnna Corbett

*has earned 40 continuing education credits
for the successful completion of*

NAEMSE INSTRUCTOR COURSE LEVEL 1 – Orville, CA

Effective: April 2013

This continuing education activity is approved by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS).

Course number: 12-NAEMSE-F2-0150

Issued by the National Association of EMS Educators, an accredited organization: NAEMSE-0015

Participant's License Number: 709732

Participant State of Licensure: CA

Participant NREMT Number:

You have participated in a CE program that has received CECBEMS approval for CE credit. If you have any comments regarding the quality of this program and/or your satisfaction with it, please contact CECBEMS at: CECBEMS -12200 Ford Road - Suite 478 - Dallas, Texas 75234 - Phone: 972.247-4442 - jscott@cecbems.org.



Stephen Perdiziola, NAEMSE Executive Director



**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
UCLA CENTER FOR PREHOSPITAL CARE**

This Professional Services Agreement ("Agreement") is made and effective as of October 5, 2021 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and UCLA Center for Prehospital Care ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

The term of this Agreement shall be from November 1, 2021 through October 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Thereafter, the term shall automatically renew for up to two additional one-year periods unless either party gives written notice of non-renewal at least 90 days prior to the end of the then-current term.

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.

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 Fire Chief 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 Forty-Seven Thousand Five Hundred Twenty Dollars (\$47,520.00)

per year 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 Fire Chief 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: Fire Chief

To Consultant: UCLA Center for Prehospital Care
10990 Wilshire Blvd #1450
Los Angeles, CA 90024
Attention: _____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Johnna Corbett 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 Johnna Corbett 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 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

Raymond R. Cruz, City Manager

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

Continuing Education

The Nurse Educator will provide a minimum of thirty-six (36) hours of continuing education each year (3 hours on each shift per month) for each member that attends the continuing education session.

Continuing education will be dynamic, hands-on and utilize a student-centered learning model that goes well beyond the traditional lecture-based stand and deliver teaching format from long ago. UCLA believes that education should be captivating, inspiring and help with the discovery of medicine. UCLA will bring its simulation expertise to the Santa Fe Springs Fire-Rescue as well as our understanding of the learning science to adapt education programs to the needs of the new generation of learners.

All continuing education content will meet the criteria established by the Los Angeles County EMS Agency and the State of California to fulfill Paramedic re-licensing and EMT continuing education requirements. Education topics will be driven by the quality improvement process, topics mandated by the Los Angeles County EMS Agency, as well as those desired by the members of the department. The Nurse Educator will maintain all required records (objectives, lessons, posttests) in compliance with the Los Angeles County EMS Agency.

The Nurse Educator will prepare for, and participate in, the Los Angeles County EMS Agency provider continuing education annual survey/summary and any required audits.

Quality Improvement

The Nurse Educator will collaborate with the department's EMS leadership team to develop best practices and key performance indicators to support and monitor patient care and legal documentation requirements. These indicators, including but not limited to provider impressions and special study indicators, will be tracked monthly and 100% of the EMS calls will be reviewed. The Nurse Educator will provide feedback/coaching to department personnel, create individual performance improvement plans (including hospital clinical as needed for remediation), ride-along to evaluate paramedics under field conditions, and conduct bi-annual skills practice and verification to meet regulatory requirements.

On a regular basis, the Nurse Educator will present all quality improvement performance results to the quality improvement committee and department leadership by facilitating and attending quality improvement meetings, and submitting information to the Los Angeles County EMS Agency as required. Additional studies will be designed to evaluate clinical and operational performance as requested or required. The Nurse Educator will prepare for, and participate in, the Los Angeles County Department of Health Services EMS Agency provider quality improvement audit. UCLA maintains an excellent working relationship with the Los Angeles County EMS Agency, which helps with policy interpretations, clarifications on practices and the approval of special studies.

General Administrative

To ensure a high quality EMS delivery service, the Nurse Educator collaborates and coordinates all activities and recommendations with the department's Fire Chief, or designee, and Medical Director.

Duties supportive to this outcome include: ensuring compliance with local and state regulations/protocols, reviewing and analyzing hospital outcome data, supporting the department's infection control program, serving as a liaison between the department and the emergency medical community including local hospitals and the Los Angeles County EMS Agency, attending committee meetings including Provider Agency Advisory Committee (PACC), LA County Fire Chief Association (LAAFCA), Pediatric Liaison Nurse Advisory (PLN), LA County EMS Agency Provider Quality Improvement (LACPQI), and California Fire Department Nurse Educators (CalNep), assisting in the selection of new employees (as requested), assisting in new paramedic orientation/re-orientation for members completing probation and fire academy (as requested). The Nurse Educator will also conduct a survey of the continuing education and quality improvement program each year to assess strengths and areas for improvement and generate other reports and documents needed to support the EMS program. The Nurse Educator will also be available by cell phone for general questions and expert consultation.

Proposed Methodology for Completing the Work

UCLA's methodology for completing the work is based on two clear themes – a clear scope of service and UCLA's unique approach to delivering services. The latter starts with building a culture of trust with firefighters and paramedics so the Nurse Educator becomes a trusted member of the department's EMS mission. This is accomplished by spending time at the department on each shift beyond continuing education and getting to know the members of the department on a personal level. Once the department understands the Nurse Educator is their advocate and that of their patients, they are able to help instill a culture of excellence for patient care by doing what is right and making things better in the delivery of emergency medical services. While the scope of services may change to meet the unique needs of each department, UCLA Nurse Educators practice what they preach and role model the behavior by operating with integrity, promoting teamwork and being empathetic to the needs and situation for each department member.

Detailed Scope of Services

This Scope of Services includes an expected frequency period and an outcome measure to confirm it has been achieved. Additional services needed to support the CE and QI program are also included at the end for reference. These are not extra services, but provide additional clarification about duties required to support the Specifications. These are subject to the Department's approval.

Specification Description	Frequency	Outcome Measure
A. Provide one Nurse Educator to the Department to Provide CE Programs and QI Services.	Prior to any change in personnel	Department meets with the new Nurse Educator and provides approval to begin service.
B. CE Programs will be provided for each of the three platoon shifts (A, B and C) at least once per month for a period of at least three hours each.	Monthly	A minimum of 36 hours of CE delivered annually on each shift for EMTs and Paramedics who elect to attend all CE sessions on their work shift, as evidenced on Department's approved training schedule and calendar. Reasonable effort will be made to provide make-up sessions for those unable to attend CE.
C. CE Programs offered for the Department meet or exceed the current criteria and requirements established by the County of Los Angeles, and the State of California for continuing education recertification/relicensing. The CE Program content shall be created in partnership with the Department. Department personnel electing to meet the additional National Registry requirements will be able to meet this requirement by participating in the additional CE courses at UCLA (at no cost).	Ongoing	<p>Department providers able to recertify/relicense.</p> <p>Nurse Educator ensures the Department meets the audit requirements of the County of Los Angeles.</p> <p>CE Program content discussed quarterly with the Department and verified on a calendar of approved topics.</p>
D. CE Program content created in partnership with the Department and shall include an annual EMS/Legal update session to make providers aware of current laws related to EMS.	Ongoing	Verified the training schedule and calendar of topics approved by the Department.

<p>E. CE Program content created in partnership with the Department and shall include an annual EMS Documentation session to make providers aware of current laws related to EMS.</p>	<p>Ongoing</p>	<p>Verified the training schedule and calendar of topics approved by the Department.</p>
<p>F. The Nurse Educator shall ride along and evaluate Department EMT-Paramedics under field conditions as needed. The Nurse Educator shall design and provide education based on the needs and/or opportunities discovered or created by the Educator's observations and assessment.</p>	<p>Monthly on each shift as call volume permits</p>	<p>Completion of ride-along documentation form. Documents reviewed with the Quality Improvement committee and Department leadership quarterly or more often if needed.</p> <p>Ride-along observations will be incorporated into CE topics approved by the Department or accomplished with concurrent education or training material.</p>
<p>G. The Nurse Educator shall continually assess specific needs from which to develop, coordinate, and maintain an appropriate Quality Improvement plan for the Department. The plan will be dynamic; modified to address changing needs and issues. The Quality Improvement process shall include, but is not limited to the following:</p>	<p>Ongoing</p>	<p>QI plan discussed at quarterly QI meeting and recorded in minutes.</p> <p>Performance indicators reviewed and revisions discussed at quarterly Quality Improvement meetings or more often if necessary.</p>
<p>I. Quarterly review and, if necessary, modification of the Quality Improvement plan and Quarterly Quality Improvement meetings.</p>	<p>Quarterly or more often if needed</p>	<p>QI plan discussed at quarterly QI meeting and recorded in minutes.</p>

2. Clinical review of 100% of the patient care reports generated, using a review system and criteria created by the Educator in collaboration with the Department.	Monthly	<p>Review of 100% of patient care records and record performance against performance indicators approved by the Department or required by the Los Angeles County EMS Agency.</p> <p>Performance threshold on indicators is 90% and recorded on reports submitted to the Department and Los Angeles County EMS Agency.</p>
3. Direct field observation of providers.	Monthly	Completion of ride-along documentation form. Documents reviewed with the quality improvement committee and Department leadership quarterly or more often if needed.
4. Development and implementation of a process and plan to review and evaluate provider competency. This plan is intended to continually review and strategically improve core competencies. In addition, the plan will address lesser-used skills and procedures.	Ongoing	<p>Plan shall be subject to Department approval and include QI performance indicators for tracking, skill competency assessment and direct field observation. All of this information shall be incorporated into the CE Program approved by the Department.</p> <p>Completion of required skill verification forms as required by Los Angeles County EMS Agency for recertification of EMTs.</p>
5. Specific incident review. The Nurse Educator will assist Department as necessary in fact-finding for specific patient-care-related incidents	As required	Review available documents (ie. patient care report, EMS policies, Title 22), contact appropriate personnel (ie. provider, other fire departments, or base hospitals) and provide a summary of information requested to the Fire Chief.

6. Nurse Educator will attend Los Angeles County Quality Improvement Committee meetings to gather information and report to the Department on issues related to policy, procedure, and other relevant updates.	As scheduled	Department represented by Nurse Educator and attendance recorded in meeting minutes.
7. Nurse Educator will work directly with the Department's Infection Control Officer in the design and maintenance of a department-wide infection control and exposure program.	As needed for incidents and review of plan annually	Review programs annually, support DICO and make recommendations to Department leadership.
H. The Nurse Educator will report to the Department via the Fire Chief (Chief) or their Quality Improvement Designee on Quality Improvement Activities. The Nurse Educator will implement any responsive recommendations under the direction of the Chief or the Quality Improvement Designee.	Monthly	The Nurse Educator will provide QI summaries for the Department and meet regularly with the Fire Chief or designee to discuss recommendations for implementation in the CE and QI Programs
I. The Nurse Educator shall have experience and competence in interview techniques and participating on a Department oral board for potential paramedic candidates.	As scheduled	<p>The Nurse Educator shall be approved for their experience prior to starting the service.</p> <p>The Nurse Educator will participate in oral boards and skill assessments for potential paramedic candidates as requested.</p>
J. Experience and flexibility to perform home visits on special needs patients in their own environment.	As required	<p>The Nurse Educator shall be approved for their experience prior to starting the service.</p> <p>The Nurse Educator will document such visits and share it with the Department.</p>

K. Nurse Educator shall hold current certification as an American Heart Association (AHA) provider in; Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), basic cardiovascular Life Support (BCLS).	Ongoing	Nurse Educator shall hold current BCLS, ACLS and PALS provider certifications as evidenced in certification cards provided in this RFP
Additional services necessary to support CE & QI Programs	Frequency	Outcome Measure
1. Administer required competency assessment (i.e., quiz, skill checkoff) of material presented during CE Program.	Month (at the end of each CE session)	100% of the department meets the 80% passing threshold or receives remediation to achieve competency.
2. Administer survey about the CE Program presentation by Nurse Educator.	Every month (at the end of the CE session)	80% of students rate the presentation 4 (out of 5). Completed evaluations reviewed bi-annually with the department.
3. Assess the overall quality of the CE and QI program.	Anonymous survey annually	Results compiled and presented to the Fire Chief.
4. Maintain all required CE records.	Monthly	Prepare a CE packet that includes all required material for the audit including but not limited to rosters, lessons, objectives, posttests and evaluations.
5. Prepare Department for the Los Angeles County Department of Health Services EMS Agency CE Audit.	As scheduled	<p>Submit required survey information including but not limited to schedules, rosters, lesson plans, objectives posttests and evaluations.</p> <p>Attend meetings and obtain re-approval of the department's ability to deliver CE and be in good standing with DHS.</p>

6. Skills practice, remediation, and skill verification for Paramedics and EMTs.	Annually and conducted during skills sessions practice where possible	Skills sheets verifying competency of selected skills reviewed with department leadership.
7. Submission of QI performance indicators to DHS as required.	Quarterly (or as required)	Performance threshold on indicators is 90%.
8. Support the Medical Director with special QI projects.	As assigned	Track and report data as required.
9. Collect, review and analyze hospital outcome data as required by the Los Angeles County EMS Agency.	Monthly	Report completed and submitted as required by DHS.
10. Facilitate and attend the QI committee to review and discuss performance indicators.	Quarterly	Results presented to the quality improvement committee and department leadership for discussion, recognition, areas for improvement, attention or continuing education.
11. Attend Los Angeles County Provider Agency Advisory Committee (PACC), LA County Fire Chief Association (LAAFCA), Pediatric Liaison Nurse Advisory (PLN), LA County EMS Agency Provider Quality Improvement (LACPQI), and California Fire Department Nurse Educators (CalNep), and other meetings as requested or required.	Quarterly or as scheduled	Department represented by the Nurse Educator.
12. Prepare for the Los Angeles County Department of Health Services EMS Agency Provider QI Audit.	As scheduled	Attend meetings and obtain re-approval of the department's ability to deliver EMS and be in good standing with the Los Angeles County EMS Agency.

13. Liaison with the Los Angeles County EMS Agency, local base hospitals and/or fire departments.	At committee meetings and or as incidents arise	Resolution of concerns and dialogue with department leadership about complaints and concerns.
14. Ensure EMS compliance with local and state EMS regulations and protocols.	Ongoing	Attend UCLA Nurse Educator Service department meetings. Attend Los Angeles County Department of Health Services EMS Agency Provider Quality Improvement Meetings. Attend train-the-trainer EMS Update courses (annually).

EXHIBIT B

FEE SCHEDULE

UCLA to deliver a comprehensive Continuing Education and Quality Improvement Program to the department at a total cost of \$47,520.00 per year, billed each at a rate of \$3,960.00 per month and represents the full cost of all services requested in the RFP Specifications. Johnna Corbette will provide Nurse Educator services four (4) days per month for ten (10) hours per shift, plus up to four (4) hours per month for administrative meetings and duties. Hours and facility requirements will afford the ability to provide continuing education, perform quality improvement, meet informally with EMTs and Paramedics and department leadership.

The department will provide the following support to ensure the success of the Nurse Educator delivering services under this Professional Services Agreement, which include:

- A secure file cabinet to store all continuing education and quality improvement records
- A classroom sufficient to provide quality instruction, including audiovisual equipment (i.e., LCD projector)
- Training equipment and supplies for the purposes of instruction
- A desk with secure file space to complete the work

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [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. 9C

October 5, 2021

CONSENT AGENDA

Interior and Exterior Painting Park Facilities (Little Lake Park, Los Nietos Park, Santa Fe Springs Park) – Final Payment

RECOMMENDATION

- Approve the Final Payment to Innovation Painting, Inc. of Ontario, California in the amount of \$50,445.00 (Less 5% Retention) for the subject project.

BACKGROUND

On June 15, 2021, the City Council awarded a contract to Innovation Painting, Inc. of Ontario, California, for \$43,000.00 for the Interior and Exterior Painting Park Facilities project. The scope of work consists of painting the interior and exterior of the recreation building and the formal picnic shelter shade cover located at Santa Fe Springs Park, the interior and exterior of the recreation building at Little Lake Park, and the gym building interior ground floor staff office, break room and upstairs offices at Los Nietos Park.

Contract Change Orders (Number 1 through 4) represent painting of additional locations, not on the original scope of work. The total compensation for Contract Change Order Numbers 1 through 4 is \$10,100.00.

The following payment detail represents the Final Payment (less 5% Retention) due per terms of the contract for the work complete and found to be satisfactory.

FISCAL IMPACT

The Interior and Exterior Painting Park Facilities (Little Lake Park, Los Nietos Park, Santa Fe Springs Park) project is funded by the California Natural Resources Agency Grant Fund in the amount of \$81,400.

INFRASTRUCTURE IMPACT

The Interior and Exterior Painting Park Facilities projects will improve the aesthetic look of exterior infrastructures at Little Lake Park, Los Nietos Park, and Santa Fe Springs Park.

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

Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Final Payment Detail

Report Submitted By:

Noe Negrete
Director of Public Works

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

Date of Report: September 30, 2021

Payment Detail:

INTERIOR AND EXTERIOR PAINTING PARK FACILITIES
(Little Lake Park - Los Nietos Park - Santa Fe Springs Park)

Contractor: Innovation Painting, Inc.

1353 East 7th Street
Ontario, CA 91764

FINAL PAYMENT: \$ 50,445.00

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
CONTRACT WORK									
1.	Santa Fe Springs Park Recreation Center Building – Interior Painting: Furnish and apply one (1) coat primer and two (2) coats paint on interior ceilings and doors, including interior door leaf and jambs, window frames and trims, Paint colors to match existing.	1	LS	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00	100%	\$ 4,000.00
2.	Santa Fe Springs Park Recreation Center Building – Exterior Painting: Furnish and apply one (1) coat primer and two (2) coats paint on interior ceilings and doors, including interior door leaf and jambs, window frames and trims, Paint colors to match existing.	1	LS	\$ 3,500.00	\$ 3,500.00	100%	\$ 3,500.00	100%	\$ 3,500.00
3.	Santa Fe Springs Park Picnic Shelter Shade Structure Cover Painting: Furnish and apply one (1) coat primer and two (2) coats paint to all Trellis Structure Members, all surfaces of the Glulam Beams, Joists, Trellis Members, Steel Posts, Beam Connectors, Fasteners and Hardware. The Existing Steel Plate Connectors and Anchor Bolts are to be cleaned and re-used. All Paint colors to match existing.	1	LS	\$ 3,500.00	\$ 3,500.00	100%	\$ 3,500.00	100%	\$ 3,500.00
4.	Los Nietos Park Gym Building – Interior Painting: Furnish and apply one (1) coat primer and two (2) coats paint to the reception room, break room, staircase and railings, upstairs offices, plus the bleachers only in the boxing room, to include all interior doors, door trims, leaf and jambs. Paint colors to match existing.	1	LS	\$ 14,000.00	\$ 14,000.00	100%	\$ 14,000.00	100%	\$ 14,000.00
5.	Little Lake Park Recreation Center Building – Interior Painting: Furnish and apply one (1) coat primer and two (2) coats paint on interior walls and doors, including interior door leaf and jambs, window frames and trims. Rooms include the main room and kitchen, the kitchen cabinets, and the interior roll-up doors and trims. The popcorn ceiling is also included to be sprayed a matching white color. The restrooms are excluded. Paint colors to match existing.	1	LS	\$ 9,000.00	\$ 9,000.00	100%	\$ 9,000.00	100%	\$ 9,000.00

Payment Detail:

INTERIOR AND EXTERIOR PAINTING PARK FACILITIES
(Little Lake Park - Los Nietos Park - Santa Fe Springs Park)

Contractor: Innovation Painting, Inc.
1353 East 7th Street
Ontario, CA 91764

FINAL PAYMENT: \$ 50,445.00


Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
CONTRACT WORK									
6.	Little Lake Park Recreation Center Building – Exterior Painting: Furnish and apply one (1) coat primer and two (2) coats paint on exterior ceiling eaves, block columns, block trim, window frames & trims and steel doors, including interior door leaf and jambs, roll-up	1	LS	\$ 9,000.00	\$ 9,000.00	100%	\$ 9,000.00	100%	\$ 9,000.00
Contract Total:					\$ 43,000.00		\$ 43,000.00		\$ 43,000.00
	Contract Change Order No.1	1	LS	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00	1	\$ 2,900.00
	Contract Change Order No.2	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
	Contract Change Order No.3	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00
	Contract Change Order No.4	1	LS	\$ 1,700.00	\$ 1,700.00	1	\$ 1,700.00	1	\$ 1,700.00

Total Completed Items to Date: \$ 53,100.00

CONTRACT PAYMENTS:

Total Items Completed to Date: \$ 53,100.00
Less 5% Retention: \$ 2,655.00
FINAL PAYMENT: \$ 50,445.00

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
09/15/2021	1	10/06/2021	10/14/2021	\$ 50,445.00	\$ 2,655.00

	Amount	Account
Finance Please Pay:	\$ 50,445.00	PW200101
5% Retention Completed this Period:	\$ 2,655.00	270010
Recommended by Project Manager:	Robert Garcia	
Approved by PW Director:	Noe Negrete	 #2955



PUBLIC HEARING (Continued from September 20, 2021 City Council Meeting)

Consideration of an appeal of Development Plan Approval Case No. 980 and related Environmental Documents (Initial Study/Mitigated Negative Declaration)

Development Plan Approval (DPA 980)

A request for approval to allow the construction of a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements on property located at 11401 Greenstone Avenue (APN: 8026-018-023) within the M-2, Heavy Manufacturing, Zone. (Greenstone SFS, LLC)

RECOMMENDATION

- Continue the appeal hearing to the regularly scheduled City Council Meeting on Tuesday, November 2, 2021.

On July 22, 2021, the City Clerk's office received a formal appeal of the Planning Commission's actions relating to Development Plan Approval Case No. 980 for a new ±144,434 sq. ft. concrete tilt-up industrial building and related improvements at 11401 Greenstone Avenue. The subject appeal was noticed in the Whittier Daily News on July 30, 2021 in anticipation of presenting the matter to the City Council at its regularly scheduled meeting of August 17, 2021. In addition, legal notice of the public hearing was mailed to all property owners within 500 feet of the exterior boundaries of the subject property and also posted at Santa Fe Springs City Hall, the City Library and City's Town Center Kiosk.

On August 16, 2021, the appellant (Supporters Alliance for Environmental Responsibility) sent an email to the Mayor, members of the City Council, and staff, detailing the reason for their concerns with the Mitigated Negative Declaration and why they believed that an EIR was required. On August 17, 2021, staff recommended that the City Council continue the matter in light of the e-mail received and to allow staff sufficient time to review and evaluate its contents, and the City Council unanimously voted to continue the appeal matter to September 7, 2021. By the September 7, 2021 City Council Meeting, the City's environmental consultant had not yet completed their review. Based on staff's recommendation to allow additional timing, the City Council unanimously voted to continue the appeal matter to September 20, 2021. Late September 14, 2021, staff received the response to comments from the environmental consultant. To allow staff with additional timing to review the responses, staff recommended a further continuance of the appeal matter. On September 20, 2021, the City Council unanimously voted to continue the appeal matter to October 5, 2021.

To allow sufficient time to complete a thorough review of the issues raised on appeal, staff is recommending a further continuance of the matter to the November 2nd City Council Meeting.



Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

October 5, 2021

PUBLIC HEARING

Alcohol Sales Conditional Use Permit Case No. 79

Request for approval of Alcohol Sales Conditional Use Permit Case No. 79 to allow an alcohol beverage sales use for on-site consumption in association with an existing ramen restaurant operating as HiroNori Ramen at 10574 Norwalk Boulevard, within the M-2, Heavy Manufacturing, Zone and within the Consolidated Redevelopment Project Area. (HiroNori Ramen)

RECOMMENDATIONS

- Open the Public Hearing and receive any comments from the public regarding Alcohol Sales Conditional Use Permit Case No. 79, and thereafter close the Public Hearing; and
- Approve Alcohol Sales Conditional Use Permit Case No. 79 subject to the conditions of approval contained in Resolution No. 9732 as "Exhibit A", and;
- Adopt Resolution 9732, which incorporates the City Council's findings and action regarding this matter.

GENERAL INFORMATION

A.	Applicant:	HiroNori Craft Ramen 17109 Edwards Road Cerritos, CA 90703
B.	Property Owner:	Now Properties, LLC
C.	Existing Zone:	M-2 (Heavy Manufacturing)
D.	General Plan:	Industrial
E.	CEQA Recommendation:	Categorically Exempt (Class 1 Existing Facilities)
F.	Staff Contact:	Luis Collazo Department of Police Services

BACKGROUND

HiroNori Ramen is a Japanese-themed restaurant located at 10574 Norwalk Boulevard. The restaurant specializes in ramen, a noodle served in different varieties of broth (chicken, beef, etc.). The owners, and Applicants, Hiro Igarashi and Nori Akasaka have incorporated their homeland traditions into their tasty well-known dishes.

HiroNori's serves alcoholic beverages at their other 6-locations in Southern California and have decided to also provide alcohol beverages (mostly beer and sake) at this location in Santa Fe Springs. Accordingly, and in compliance with Section 155.628 of the City's Zoning Regulations, the Applicants are requesting approval of Alcohol Sales Conditional Use Permit Case No. 79 to allow the sale of alcoholic beverages for on-site consumption.

Concurrent with this request, the Applicants are pursuing approval for an alcohol license from the California Department of Alcohol Beverage Control (ABC), which is the state government authority over alcohol sales. If the ABC License is denied, the Applicants will have one-year to make any necessary adjustments to obtain the license otherwise ASCUP Case No. 79 will become null and void pursuant to Section 155.811 of the Zoning Code.

LOCATION

The subject property is located on the southeast corner of Norwalk Boulevard and Clark Avenue. The subject 1.64-acre property was built in 1973 and is developed with a u-shaped industrial building occupied by several light industrial type uses. On March 3, 2019, the Applicants signed a lease to occupy approximately a 2,400 square foot portion of a 35,400 square foot building.

STREETS AND HIGHWAYS

The subject site has street access from Norwalk Boulevard. Norwalk Boulevard is designated as a Major Highway on the Circulation Element of the City's General Plan

ZONING AND LAND USES

The subject property is within the Heavy Manufacturing (M-2) Zone. The properties to the east, south and west are also zoned M-2 and are developed with tilt-up industrial buildings occupied by a trucking operation and office type activities.

The properties to the north are within a Planned Unit Development commonly known as the Villages at Heritage Springs. The multi-story single family units and apartment buildings are zoned Single Family Residential (R-1) or Multi-Family Residential (R-3).

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Section 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed Alcohol Sales Conditional Use Permit was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on August 26, 2021. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center on September 24, 2021, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. A Notice was also published in the Whittier Daily Newspaper on September 22, 2021. Since the time of publishing this report, Staff had not yet received any inquiries regarding the proposed request.

ZONING ORDINANCE REQUIREMENTS

Section 155.628 (B), regarding the sale or service of alcoholic beverages, states the following:

"A Conditional Use Permit shall be required for the establishment, continuation or enlargement of any retail, commercial, wholesale, warehousing or manufacturing business engaged in the sale, storage or manufacture of any type of alcoholic beverage meant for on or off-site consumption. In establishing the requirements for such uses, the Planning Commission and City Council shall consider, among other criteria, the following:

a. Conformance with parking regulations.

On-site parking is available on the property with 72-parking spaces; 12-more parking spaces than what is required under Section 155.481(D) of the Zoning Code.

b. Control of vehicle traffic and circulation.

The subject property has on-site vehicle circulation with 4-ingress and egress driveways on Norwalk Boulevard.

c. Hours and days of operation.

The subject location will operate from 11:30 a.m. to 8:45 p.m. seven days per week.

d. Security and/or law enforcement plans.

As part of the conditions of approval, the Applicant is required to submit and maintain an updated Security Plan.

e. Proximity to sensitive and/or incompatible land uses, such as schools, religious facilities, recreational or other public facilities attended or utilized by minors.

The proposed restaurant is within 1-walking mile or less to schools (Lake Center Middle School), child nurseries and religious facilities (St. Pius Catholic School/Church). The restaurant allows minors into the premises considering that the restaurant is commonly known as a family establishment. The proposed conditions of approval and the ABC regulations are designed to mitigate any potential negative impacts.

- f. Proximity to other alcoholic beverage uses to prevent the incompatible and undesirable concentration of such uses in an area.**
The proposed restaurant is within walking distance to other retail uses and restaurants selling alcoholic beverages. Each use within the City is regulated by a conditional use permit, the City's Municipal Code and ABC's regulations. These established regulations minimize any negative impacts usually associated with over concentration of alcoholic beverage establishments.
- g. Control of noise, including noise mitigation measures.**
The subject site does not generate any audible noise out of character with other commercial and retail establishments in the area. Nevertheless, the subject business and all the other surrounding business are required to comply with the City's Noise Regulations.
- h. Control of littering, including litter mitigation measures.**
As part of the conditions of approval, the Applicants, and/or their employees, are required to maintain the property free of trash and debris; moreover, the City's Property Maintenance Ordinance prohibits trash and debris on any property within the City.
- i. Property maintenance.**
The industrial center is well maintained and its management contracts with a cleaning crew which maintains the grounds on a weekly basis. As part of the conditions of approval, the Applicants are required to continue to maintain the immediate area in compliance with the City's Property Maintenance Ordinance.
- j. Control of public nuisance activities, including, but not limited to, disturbance of the peace, illegal controlled substances activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, loitering, curfew violations, sale of alcoholic beverages to a minor, lewd conduct or excessive police incident responses resulting from the use.**
Staff has drafted conditions of approval to mitigate any foreseeable negative impacts. It should be noted that some of the listed activities above have not been reported to take place within the area, or anywhere near the area. Nevertheless, the Applicants and their employees are aware that they should call and notify the Whittier Police Department should these activities take place or if there are any apparent indications that these illicit activities are occurring.

CALLS FOR SERVICE

Whittier Police calls for service were reviewed for this location. The reports showed that 4 calls for services were received in the past year, however none of the calls were directly associated with the manner of how the business is being operated.

STAFF COMMENTS

As part of the permit review process, staff conducted a review of the business and the general area to identify any potential negative impacts as a result of the proposed restaurant and the proposed alcohol sale use. Staff generated a list of conditions to mitigate any potential negative impacts. The conditions are typical conditions imposed to restaurants serving alcoholic beverages within the City.

Based on its findings and observations, Staff is recommending approval of Alcohol Sales Conditional Use Permit Case No. 79 pursuant to the Applicant's request. It should be noted that the Applicants have declared that they are aware and in acceptance of the conditions of approval. As is typical for any land entitlements, any breach of the conditions of approval by the Applicants and/or their employees without a timely correction may result in initiating of the process to revoke this Permit.

Consistent with the Planning Commission's action taken at their regular meeting of September 13, 2021, Staff is also recommending approval of Alcohol Sales Conditional Use Permit Case No. 79 subject to the conditions of approval set forth in Resolution 9732. Staff is also recommending a compliance review report of this Permit within one year from the approval date by the City Council.

CONIDITONS OF APPROVAL

Conditions of Approval are attached to Resolution No. 9732 as "Exhibit A".

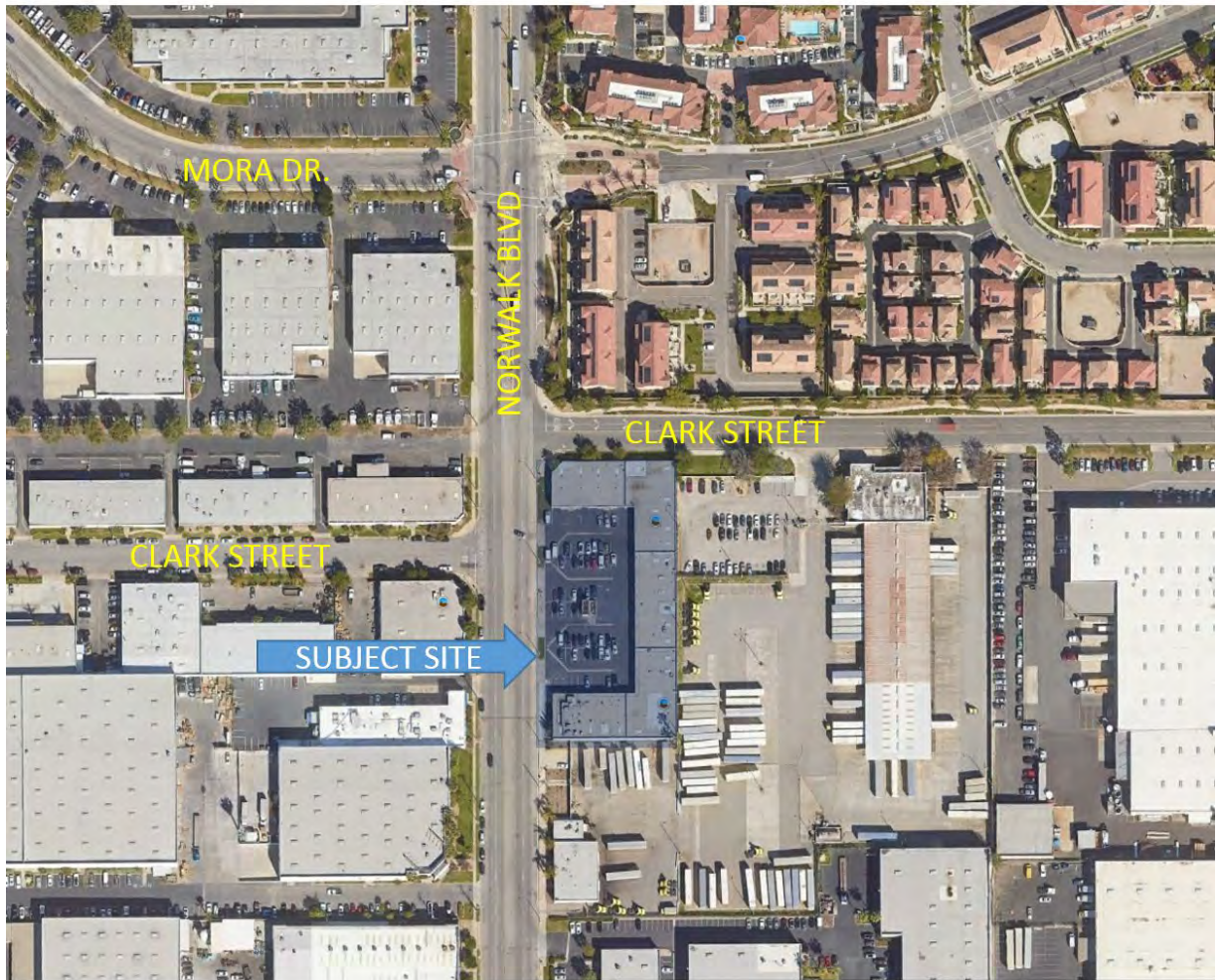


Raymond R. Cruz
City Manager

Attachment(s)

1. Location Map
2. Resolution No. 9732

LOCATION MAP



ALCOHOL SALES CONDITIONAL
USE PERMIT CASE NO. 79

HIRONORI RAMEN
10574 Norwalk Boulevard

RESOLUTION NO. 9732

A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL APPROVING ALCOHOL SALES CONDITIONAL USE PERMIT CASE NO. 79

WHEREAS, a request was filed for Alcohol Sales Conditional Use Permit Case No. 79 to allow an alcohol beverage sales use for on-site consumption in association with an existing ramen restaurant operating as HiroNori Ramen at 10574 Norwalk Boulevard; and

WHEREAS, the property owner is Now Properties, LLC; and

WHEREAS, the subject business is located at 10574 Norwalk Boulevard, a multi-tenant industrial development with Accessor's Parcel Number of 8009-020-009, as shown in the latest rolls of the Los Angeles County Office of the Assessor; and

WHEREAS, the City of Santa Fe Springs on September 22, 2021, published a legal notice in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing, and

WHEREAS, the proposed request is categorically-exempt project pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act (CEQA); consequently, no other environmental documents are required by law; and

WHEREAS, at their Regular Meeting of September 13, 2021, the City of Santa Fe Springs Planning Commission considered the application, the written and oral staff report, the General Plan designation, and the Zoning designation of the subject property, the testimony, written comments, and other materials concerning Alcohol Sales Conditional Use Permit Case No. 79; and

WHEREAS, at their Regular Meeting of September 13, 2021, the City of Santa Fe Springs Planning Commission received from the applicant and staff findings as required by Section 155.628 (listed on the accompanying Staff Report) and determined that the proposed project will have a minimal to no adverse effect on the City or to the public in general; and

WHEREAS, at their Regular Meeting of September 13, 2021, the City of Santa Fe Springs Planning Commission unanimously voted to recommend to the City Council to approve Alcohol Sales Conditional Use Permit Case No. 79.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council of the City of Santa Fe Springs finds that the facts in this matter are as follows:

1. That the facts in this matter are as stated in the staff report and Planning Commission Resolution No. 193-2021. The staff report provided the following subject matter: the background of the request, the general plan land use designation and zoning of the subject property and the surrounding area, the streets and highways, reference to the environmental document and the public hearing requirements. The referenced staff report and resolution are on file and copies are available upon request.
2. That Alcohol Sales Conditional Use Permit Case No. 79 satisfies the criteria provided in Section 65090-65091 of the State Planning, Zoning and Development Laws as it pertains to Public Hearings.

SECTION 2. The City Council of the City of Santa Fe Springs further finds as follows:

Pursuant to Section 155.628 of the Zoning Regulations, the City Council has considered the criteria in approving Alcohol Sales Conditional Use Permit Case No. 79 and finds that the proposed use will not be detrimental to persons or property in the immediate vicinity and will have minimal to no adverse effect on the City in general.

SECTION 3. Based on the application, the written and oral staff report, the testimony, written comments, the Planning Commission's recommendation for approval, and/or other materials presented at the City Council Meeting and the findings made by the City Council, the City Council hereby adopts Resolution No. 9732 to approve Alcohol Sales Conditional Use Permit Case No. 79, subject to the conditions of approval hereby attached as "Exhibit A".

APPROVED AND ADOPTED ON THIS 5th DAY OF OCTOBER 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
John Mora, Mayor

ATTEST

Janet Martinez, CMC, City Clerk

Exhibit A

Conditions of Approval
HiroNori Craft Ramen
10574 Norwalk Boulevard

CONDITIONS OF APPROVAL

1. That the Applicant understands and accepts that this Permit is solely for the sale of alcoholic beverages in relationship with a bona-fide restaurant use and that this Permit shall become void and terminated if the restaurant use is terminated, closed, or modified to another type of use.
2. That the sale of alcoholic beverages shall only be permitted during the normal business hours each day of the week, or as permitted by the Alcohol Beverage Code.
3. That the Type 41 Alcoholic Beverage License, allowing the on-site sale of alcoholic beverages in connection with a public eating place, shall be restricted to the sale for consumption of alcohol beverages on the subject site only; the use shall not sell alcoholic beverages for transport and/or for consumption off the subject premise.
4. That it shall be the responsibility of the ownership to ensure that all alcoholic beverages purchased by customers on the subject site shall be consumed within the business establishment; all stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons.
5. That the applicant shall be responsible for maintaining control of litter on the subject property and the immediate parking area as a result of the business.
6. That the applicant and/or his employees shall not allow any person who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises, as set forth in Section 25602(a) of the Business and Professions Code.
7. That there will be a corporate officer or manager on the licensed premises during all public business hours, who will be responsible for the business operations. The general manager and any newly/subsequently hired manager(s), of the licensed premise shall obtain and maintain an ABC Manager's Permit.
8. That the applicant and/or his employees shall not sell, furnish, or give any alcohol to any habitual drunkard or to any obviously intoxicated person, as set forth in Section 25602 (a) of the State Business and Professions Code.

9. That the applicant shall not have upon the subject premises any other alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the licensee's license, as set forth in Section 25607 (a) of the State Business and Professions Code.
10. That the applicant and/or any of his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658 (a) of the State Business and Professions Code.
11. That solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic drinks from customers. Refer to Section 303 of the California Penal Code and Section 25657 of the Business and Professions Code.
12. That the applicant and/or his employees shall not permit any person less than 21 years of age to sell alcoholic beverages.
13. That vending machines, water machines, pay telephones and other similar equipment shall not be placed outdoors whereby visible from the street or adjacent properties.
14. That roof mounted structures or mechanical equipment shall be concealed from public view in an architecturally compatible manner approved by the Director of Planning and Development.
15. That all buildings, structures, walls, fences, and similar appurtenances shall be maintained in good appearance and condition at all times.
16. That streamers, pennants, whirling devices or similar objects that wave, float, fly, rotate or move in the breeze shall be prohibited. Banner permits are available from the Department of Planning.
17. That the façade windows shall be free of advertisements, marketing devices, beer logos, menus, signs, and/or any other displays. Upon approval by the Department of Planning, 25% of the window space area may be used for temporary displays.
18. That buildings, lighting posts, fences, walls, and utility cabinets shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches the color of the existing and/or adjacent surfaces.
19. That a copy of these conditions shall be posted and maintained with a copy of the City Business License, in a place conspicuous to all employees of the location.

20. That the applicant shall maintain digital video cameras and shall allow the Director of Police Services, Whittier Police Officers, and any of their representatives to view the security surveillance video footage immediately upon their request.
21. That the applicant and/or his employees shall not allow any person to loiter on the subject premises, shall report all such instances to the Whittier Police Department; and, shall post signs, as approved by the Department of Police Services, prohibiting loitering.
22. That security personnel shall not perform any law enforcement functions; instead, security personnel shall report immediately to the Whittier Police Department all incidents in which a person could be charged with a misdemeanor or a felony offense.
23. That security personnel, as well as the owner, corporate officers and managers, shall cooperate fully with all city officials, and law enforcement personnel and, shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
24. That in the event the applicant intends to sell, lease or sublease the subject business operation or transfer the subject Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than (60) days prior to signing of the agreement to sell lease or sublease.
25. That this permit is contingent upon the approval by the Department of Police Services of an updated security plan which shall address the following for the purposes of minimizing risks to the public health, welfare, and safety:
 - (A) A description of the storage and accessibility of alcoholic beverages on display, as well as surplus alcoholic beverages in storage;
 - (B) A description of crime prevention barriers in place at the subject premises, including, but not limited to: placement of signage, landscaping, ingress and egress controls, security systems, and site plan layouts;
 - (C) A description of how the applicant plans to educate employees on their responsibilities; actions required of them with respect to enforcement of laws dealing with the sale of alcohol to minors; and, the conditions of approval set forth herein;
 - (D) A business policy requiring employees to notify the Police Services Center of any potential violations of law or this Conditional Use Permit, occurring on the subject premises, and the procedures for such notifications.

- (E) The City's Director of Police Services may, at his discretion, require amendments to the Security Plan to assure the protection of the public's health, welfare, and safety.
26. That this Permit shall be subject to a compliance review in one year, prior to September 14, 2022, to ensure the alcohol sales activity is still operating in strict compliance with the original conditions of approval.
27. That all other applicable requirements of the City Zoning Ordinance, Uniform Building Code, Uniform Fire Code, the determinations of the City and State Fire Marshall, the security plan and all other applicable regulations shall be strictly complied with.
28. That ASCUP Case No. 79 shall be subject to any other conditions the City Council may deem necessary to impose.
29. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, this Permit shall be subject to the revocation process at which time, the Permit may become terminated and the privileges granted hereunder shall lapse.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

October 5, 2021

NEW BUSINESS

Purchase of One (1) New 2022 Ford Explorer from Fairway Ford

RECOMMENDATION(S)

- Purchase of one (1) New 2022 Ford Explorer by awarding an order to Fairway Ford;
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$34,149.94 to Fairway Ford.

BACKGROUND

The City Council approved the purchase of one (1) New 2022 Ford Explorer in the Fiscal Year 2021/22 budget. This vehicle will be assigned to Fire-Rescue as a Battalion Chief Standby unit.

The vendors below were given a set of specifications and invited to bid. We had six responses and recommend awarding the order to Fairway Ford based on the low bid.

<u>Vendor</u>	<u>Quoted Price</u>
Fairway Ford	\$34,149.94
Kearny Mesa Ford	\$36,791.99
Norm Reeves Ford	\$37,648.01
Fullerton Ford	\$38,467.25
National Auto Fleet Group	\$38,892.37
Villa Ford	\$40,637.15
Rush Enterprises	No Bid
Tom's Truck	No Bid
Downtown Ford	No Bid
Ken Grody Ford	No Bid
South Bay Ford	No Bid
Raceway Ford	No Bid

FISCAL IMPACT

The City Council approved \$50,000 for the purchase of this vehicle. The quoted amounts include all taxes, fees, and delivery. The City will realize a savings of \$15,850.66 in the Vehicle Acquisition and Replacement Activity from the approved budgeted amount. There are additional up-fit costs covered by separate budgeted funds for this purpose.



City of Santa Fe Springs

City Council Meeting

October 5, 2021

Raymond R. Cruz
City Manager

Attachment(s):

- 1) Fairway Ford Bid
- 2) Kearny Mesa Ford Bid
- 3) Norm Reeves Ford Bid
- 4) Fullerton Ford Bid
- 5) National Auto Fleet Bid
- 6) Villa Ford Bid



1350 Yorba Linda Boulevard • Placentia • California • 92870
Tel: 714/ 579-3800 • Fax: 714/ 996-5610

VEHICLE ORDER CONFIRMATION

09/21/21 19:13:06

Dealer: F71156

Page: 1 of 1

2022 EXPLORER 4-DOOR

Order No: 0000 Priority: M2 Ord FIN: QA524 Order Type: 5B Price Level: 220
Ord PEP: 200A Cust/Flt Name: SANTA FE SPRI PO Number:

RETAIL

RETAIL

K7D 4DR RWD XLT \$35250
.119" WHEELBASE
YZ OXFORD WHITE
8 UNIQUE CLOTH
6 EBONY
200A EQUIP GRP
.18" PNTD ALUM
99H .2.3L ECOBOOST NC
44T .10SPD AUTO TRAN NC
.P255/65R18 A/S
CA BOARD FEES NC
16A FLR LINERS 160
425 50 STATE EMISS NC

153 FRT LICENSE BKT NC
SP FLT ACCT CR
FUEL CHARGE
PRICED DORA NC
DEST AND DELIV 1245
TOTAL BASE AND OPTIONS 36655
TOTAL 36655

SALES PRICE $\$30,398^{00}$

10.5% SALES TAX $\$3191^{79}$

CAL TIRE FEE $\$8^{75}$

DMV $\$$ EXEMPT

TOTAL $\$33,598^{54}$

EACH.

(2) EXTRA KEYS

499 - TAX

52.40

551.40

34,149.94

Kearny Mesa



Kearny Mesa



7303 CLAIREMONT MESA BLVD.

SAN DIEGO , CA 92111

QUOTE ■

Attn: PAUL MARTINEZ
Address 12636 EMMENS WAY
City SANTA FE SPRING State CA ZIP 90670
Phone (562) 409-7535

Date 9/22/2021
INVOICE # CSFS-Q001

Qty	Description	Unit Price	TOTAL
1	2022 FORD EXPLORER RWD XLT 200A	\$33,288.00	\$33,288.00
1	CA. TIRE FEE	\$8.75	\$8.75
1	CA SALES TAX 10.5%	\$3,495.24	\$3,495.24
1	LIC AND REGISTRATION EXEMPT DOCS	\$0.00	\$0.00
SIGN: _____ DATE: _____		TOTAL	\$36,791.99
			\$36,791.99

ADD \$10.00 LATE CHARGE FEE PER DAY, PER VEHICLE IF PAID AFTER 30
DAYS FROM DATE OF DELIVERY

COPY



Prepared by: Jorge Velazquez

09/23/2021

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs

Dimensions

• Exterior length: 198.8" • Exterior width: 78.9" • Exterior height: 70.2" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Min ground clearance: 8.2" • Front legroom: 43.0" • Rear legroom: 39.0" • 3rd row legroom: 32.2" • Front headroom: 40.7" • Rear headroom: 40.5" • 3rd row headroom: 38.9" • Front hiproom: 59.2" • Rear hiproom: 59.1" • 3rd row hiproom: 40.9" • Front shoulder room: 61.8" • Rear shoulder room: 61.9" • 3rd row shoulder room: 54.6" • Passenger volume: 152.7cu.ft. • Approach angle: 20.1 deg • Departure angle: 22 deg • Cargo volume: 18.2cu.ft. • Cargo volume seats folded: 47.9cu.ft. • Maximum cargo volume: 87.8cu.ft.

Powertrain

• EcoBoost 300hp 2.3L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection • Auto stop-start feature • Driver selectable mode • Recommended fuel : premium unleaded • LEV3-ULEV70 • 10 speed automatic transmission with overdrive • Rear-wheel drive • Fuel Economy City: 21 mpg • Fuel Economy Highway: 28 mpg • Capless fuel filler

Suspension/Handling

• Front independent strut suspension with anti-roll bar, gas-pressurized shocks • Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks • Speed-sensing electric power-assist rack-pinion Steering • Front and rear 18 x 7.5 silver aluminum wheels • P255/65HR18 BSW AS front and rear tires

Body Exterior

• 4 doors • Driver and passenger power remote heated, manual folding door mirrors • Black door mirrors • Lip rear spoiler • Body-coloured bumpers • Roof rack rails only • Clearcoat paint • Front and rear 18 x 7.5 wheels

Convenience

• Dual zone front automatic air conditioning with air filter • Rear HVAC with separate controls • Cruise control with steering wheel controls • Power windows • Driver and passenger 1-touch up • Driver and passenger 1-touch down • Remote power door locks with 2 stage unlock and illuminated entry • Intelligent Access proximity key doors and push button start • Extra FOB controls cargo access • Trunk/hatch auto-latch • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • SYNC 3 911 Assist emergency SOS • Wireless phone connectivity • 2 1st row LCD monitors • Front and rear cupholders • Dual expandable coverage illuminated visor mirrors • Full floor console • Driver and passenger door bins • Rear door bins

Seats and Trim

• Seating capacity of 6 • Front bucket seats • 8-way power driver seat adjustment • Power 2-way driver lumbar support • Power height adjustable driver seat • 4-way power passenger seat adjustment • Centre front armrest • Heated front seats • Folding rear captain seats • 50-50 3rd row bench seat • Premium cloth seat upholstery • Metal-look/piano black instrument panel insert • Piano black console insert • Leather/metal-look steering wheel

Entertainment Features

• SiriusXM AM/FM/Satellite radio • SYNC 3 external memory control • Steering wheel mounted radio controls • 6 speakers • Streaming audio • Integrated roof antenna



Prepared by: Jorge Velazquez
09/23/2021

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

• LED low/high beam aero-composite headlights • Delay-off headlights • Auto on/off headlights • LED brakelights • Variable intermittent front windshield wipers • Speed sensitive wipers • Fixed interval rear windshield wiper • Rear window defroster • Fixed rearmost windows • Deep tinted windows • Front and rear reading lights • Tachometer • Compass • Outside temperature display • Camera(s) - rear with washer • Low tire pressure warning • Trip computer • Reverse Sensing System parking sensors • Trip odometer • Lane departure • Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot • Configurable digital/analog gauges

Safety and Security

• 4-wheel ABS brakes • Brake assist with hill hold control • Electric parking brake • 4-wheel disc brakes • AdvanceTrac w/Roll Stability Control Electronic stability control • ABS and driveline traction control • Dual front impact airbag supplemental restraint system • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system • Knee airbag supplemental restraint system • Airbag supplemental restraint system occupancy sensor • Remote activated perimeter/approach lighting • Power remote door locks with 2 stage unlock and panic alarm • Security system with SecuriLock immobilizer • MyKey restricted driving mode • Manually adjustable front head restraints • Manually adjustable rear head restraints • Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot • Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection Feature

Dimensions

General Weights

Curb	4,345 lbs.
------	------------

Trailer Type

Trailer sway control	Yes
----------------------	-----

General Trailering

Towing capacity	5300 lbs.
-----------------	-----------

Fuel Tank type

Capacity	17.91 gal.	Capless fuel filler	Yes
----------	------------	---------------------	-----

Off Road

Approach angle	20 deg	Departure angle	22 deg
Ramp breakover angle	17 deg	Min ground clearance	8 "
Load floor height	33 "		

Interior cargo

Cargo volume	18.2 cu.ft.	Cargo volume seats folded	47.9 cu.ft.
Maximum cargo volume	87.8 cu.ft.	Height	32.8 "
Length	83.9 "	Length to rear seat	49.8 "
Length to 3rd row seat	20.8 "	Minimum width	48.1 "
Maximum width	59.0 "		

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Prepared by: Jorge Velazquez
09/23/2021

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Spark	Injection	Gasoline direct injection
Liters	2.3L	Orientation	Longitudinal
Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.44"	Compression ratio	10.0:1
Displacement	140 cu.in.	Stroke	3.70"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	300 HP @ 5,500 RPM
Torque	310 ft.-lb @ 3,500 RPM		

Alternator

Type	Regenerative	Amps	0
------	--------------	------	---

Battery

Run down protection	Yes
---------------------	-----

Engine Extras

Oil cooler	Yes	Auto stop-start feature	Yes
Driver selectable mode	Yes		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.714	2nd	2.997
3rd	2.149	4th	1.769
5th	1.521	6th	1.275
7th	1	8th	0.853
9th	0.689	10th	0.636
Reverse Gear ratios	4.885		

Transmission Extras

Driver selectable mode	Yes
------------------------	-----

Drive Type

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Type	Rear-wheel		
Drive Feature			
Traction control	ABS and driveline		
Drive Axle			
Ratio	3.58		
Exhaust			
Material	Stainless steel	System type	Quasi-dual
Emissions			
CARB	LEV3-ULEV70	EPA	Tier 3 Bin 70
fuel Economy			
City	21 mpg	Highway	28 mpg
Fuel type	Gasoline	Combined	24 mpg
Green Values			
Energy Impact Score (Barrels per year)	13.7	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	
			7.4

Driveability

<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front
Electric parking brake	Yes		
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Rear Spring

Type	Coil	Grade	Regular
------	------	-------	---------

Rear Shocks

Type	Gas-pressurized
------	-----------------

Steering

Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		

Steering Specs

# of wheels	2
-------------	---

Exterior

Front Wheels

Diameter	18"	Width	7.50"
----------	-----	-------	-------

Rear Wheels

Diameter	18"	Width	7.50"
----------	-----	-------	-------

Spare Wheels

Wheel material	Steel
----------------	-------

Front and Rear Wheels

Appearance	Silver	Material	Aluminum
------------	--------	----------	----------

Front Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	255mm		

Spare Tire

Mount	Inside under cargo	Type	Compact
-------	--------------------	------	---------

Wheels

Front track	66.9"	Rear track	66.9"
Turning radius (to curb)	19'	Wheelbase	119.1"

Body Features

Rear spoiler	Lip	Body material	Galvanized steel/aluminum
--------------	-----	---------------	---------------------------

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Side impact beams	Yes	Active grille shutters	Yes
-------------------	-----	------------------------	-----

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Cargo	Power liftgate

Exterior Dimensions

Length	198.8"	Body width	78.9"
Body height	70.2"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System curtain 1st, 2nd and 3rd row	
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Driver and passenger		

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	6
----------	---

Front Seats

Split	Buckets	Heated-cushion	Driver and passenger
Type	Bucket	Heated-seatback	Driver and passenger

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Power	Way direction control	8
Lumbar support	Power 2-way	Cushion tilt	Power

Passenger seat

Fore/aft	Power	Reclining	Power
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Front Armrest

Centre Yes

Rear Seats

Descriptor	Captain	Facing	Front
Folding	Bucket	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual
Fore/aft	Manual		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	2		

Rear Armrests

On seat Outboard only

3rd Row Seats

Type	Fixed	Folding	50-50
Descriptor	Bench	Facing	Front
Fold into floor	Manual		

3rd Row Head Restraint

Type	Adjustable	Control	Manual
Number	2		

Front Seat Trim

Material	Premium cloth	Back material	Cloth
----------	---------------	---------------	-------

Rear Seat Trim Group

Material	Premium cloth	Back material	Carpet
----------	---------------	---------------	--------

3rd Row Seat Trim

Material	Premium cloth	Back material	Carpet
----------	---------------	---------------	--------

Convenience

AC And Heat Type

Air conditioning	Automatic	Dual zone front	Yes
Rear HVAC	With separate controls	Air filter	Yes
Underseat ducts	Yes	Voice activation	Yes
Headliner/pillar ducts	Yes		

Audio System

Radio	SiriusXM AM/FM/Satellite	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 3
Internal memory	Yes	Internet radio	Yes

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Audio Speakers

Speaker type	Regular	Speakers	6
--------------	---------	----------	---

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Type	Integrated roof
------	-----------------

LCD Monitors

1st row	2	Primary monitor size (inches)	8
---------	---	-------------------------------	---

Cruise Control

Cruise control	With steering wheel controls
----------------	------------------------------

Remote Releases

Cargo access	Power
--------------	-------

Convenience Features

Trunk/hatch auto-latch	Yes	Driver foot rest	Yes
Retained accessory power	Yes	12V DC power outlet	4
Emergency SOS	SYNC 3 911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	Mirroring		

Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Keypad	Yes	Integrated key/remote	Yes
Auto locking	Yes	Proximity key	Intelligent Access doors and push button start

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
-------------------	--------	-------------------------	--------------------------------

Door Locks Extra FOB Controls

Cargo access	Yes	Remote engine start	Smart device only
--------------	-----	---------------------	-------------------

Instrumentation Type

Appearance	Digital/analog	Configurable	Yes
------------	----------------	--------------	-----

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Oil level	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Tire specific	Transmission fluid temp	Yes

Instrumentation Displays

Clock	In-dash	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear	Lane departure	Active
Blind spot	Warning	Forward collision	Mitigation
Rear collision	Warning	Pedestrian detection	Prevention

Steering Wheel Type

Material	Leather/metal-look	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power
---------------------------	-------

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed
--------------------	-------	--------------------	-------

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes
-------	-----------------------	------------------------	-----

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Illuminated	Yes	Expandable coverage	Yes
Mirror	Yes		

Passenger Visor

Illuminated	Yes	Expandable coverage	Yes
Mirror	Yes		

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)*Rear View Mirror*

Day-night Yes

Trim Door

Trim insert Cloth

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Carpet

*** Mats Vinyl/rubber front and rear***Trim Feature*Instrument panel insert Metal-look/piano black Door panel insert Metal-look/piano black
Console insert Piano black Interior accents Chrome/metal-look*Lighting*Dome light type Fade Front reading Yes
Illuminated entry Yes Rear reading Yes
Ignition switch Yes Variable IP lighting Yes*Floor Console Storage*

Storage Covered Type Full

Overhead Console Storage

Storage Yes Type Mini

Other Console Storage

Storage Yes Type Rear

*Storage*Driver door bin Yes Front Beverage holder(s) Yes
Glove box Locking Passenger door bin Yes
Seatback storage pockets 2 Rear yes Yes
Rear door bins Yes*Cargo Space Trim*

Floor Carpet Trunk lid/rear cargo door Plastic

*Cargo Space Feature*Tie downs Yes Light Yes
Concealed storage Yes*Legroom*Front 43.0" Rear 39.0"
Third 32.2"

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Selected Equip & Specs (cont'd)

Headroom

Front	40.7"	Rear	40.5"
Third	38.9"		

Hip Room

Front	59.2"	Rear	59.1"
Third	40.9"		

Shoulder Room

Front	61.8"	Rear	61.9"
Third	54.6"		

Interior Volume

Passenger volume	152.7 cu.ft.
------------------	--------------



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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Major Equipment

(Based on selected options, shown at right)
EcoBoost 2.3L I-4 DOHC w/gasoline direct
Injection 300hp

10 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 255/65R18 BSW AS H-rated tires
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * AM/FM/Satellite with seek-scan, external memory control, internal memory, internet radio
- * Daytime running
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Rear window defroster
- * Message Center
- * Heated reclining front bucket seats
- * 50-50 folding bench
- * No Boundaries Roof Rack

Exterior: Oxford White

Interior: Ebony

- * Driver selectable mode
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Automatic air conditioning
- * Tinted glass

- * Bluetooth streaming audio
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 7.5 aluminum wheels

- * Driver and front passenger seat mounted side airbags
- * SecuriLock immobilizer
- * Tachometer
- * Underseat ducts
- * 2nd row captains
- * Audio control on steering wheel

As Configured Vehicle

STANDARD VEHICLE PRICE	\$35,075.00	MSRP
Equipment Group 200A		N/C
Engine: 2.3L EcoBoost I-4		Included
Transmission: 10-Speed Automatic		Included
3.58 Non-Limited-Slip Rear Axle Ratio		Included
GVWR: TBD		Included
Tires: P255/65R18 AS BSW		Included
Wheels: 18" 5-Spoke Sparkle Silver-Painted Alum		Included
Unique Cloth Captain's Chairs		Included
Monotone Paint Application		STD
119.1" Wheelbase		STD
Radio: AM/FM Stereo		Included
50 State Emissions System		STD
1st Row Heated Seats		Included
FordPass Connect		Included
SYNC 3 Communications & Entertainment System		Included
Oxford White		N/C
Ebony		N/C
Front & Second Row Floor Liners (16A)	\$150.00	

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2021 Explorer 4dr 4x2 XLT (K7D)

Price Level: 155

Major Equipment

Fuel Economy

City
21 mpg



Hwy
28 mpg

As Configured Vehicle

MSRP

SUBTOTAL

\$35,235.00

Destination Charge

\$1,245.00

TOTAL

\$36,480.00

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Payment Detail Retail

Buyer:

City Of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA 90670

Co-Buyer:
Deal #: 308886

Deal Date: 09/22/2021

Print Time: 7:44 PM

Home # (562) 409-7535

Home #

Work #

Work #

Salesperson: **Velazquez, Jorge**
Vehicle

New

☒

Used

☐

Stock #:

Description:

VIN:

Mileage:

Demo

☐

2021 Ford EXPLORER

Trade

Vehicle: 0

VIN:

Mileage:

Allowance:

Payoff:

Sale Price:		Sale Info.		Finance Info.	
	33,927.00	Price (MSRP)	40,875.00	Cancellation Option Fee ...	0.00
Total Financed Aftermarkets:	0.00	Hard Adds	0.00	Rate	0.00
Total Trade Allowance:	0.00	Soft Adds	0.00	Term	0 mos.
Trade Difference:	33,927.00	Surface Protection	0.00	Scheduled Payment Amt..	37,648.01
			-6,948.00	Final Payment	0.00
Documentary Charge:	85.00	Total Sale Price	33,927.00	Finance Charge	0.00
State & Local Taxes:	3,571.26	Extended Warranty(s)	0.00	Total of Payments.....	37,648.01
Total License and Fees:	64.75	GAP	0.00	First Payment Date	09/22/21
Total Cash Price:	37,648.01	Total Sale	33,927.00	Final Payment Date	09/22/21
		Total Fees	3,721.01	Deal Number	308886
Total Trade Payoff:	0.00	Total Price w/fees	37,648.01		
Delivered Price:	37,648.01	Trade Allowance	0.00		
		Trade Difference	0.00		
		Payoffs.....	0.00		
		Trade Equity	0.00		
Cash Down + Deposit	0.00	Cash Down + Deposit..	0.00		
		Rebates.....	0.00		
		Total Down	0.00		
Unpaid Balance:	37,648.01				
		Total Sale:	33,927.00	Total Amt Financed:	\$37,648.01

out the
door

☐

Cash

Amount: \$ _____

☐

Check

Amount: \$ _____

☐

CC - MC / VISA / Discover / AMEX

Amount: \$ _____



Preview Order 4444 - K7D - XLT RWD: Order Summary Time of Preview: 09/22/2021 15:18:08

ATTN: PAUL

Dealership Name: Fullerton Ford

Sales Code : F71066

Dealer Rep.	ronald denos	Type	Retail	Vehicle Line	Explorer	Order Code	4444
Customer Name	X XXXXX	Priority Code	19	Model Year	2022	Price Level	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K7D0 EXPLORER XLT RWD	\$35250	.P255/65R18 A/S BSW TIRES	\$0
.119 INCH WHEELBASE	\$0	CV LOT MANAGEMENT	\$0
CONIC SILVER METALLIC <u>Oxford white</u>	\$0	CA NEW MTR VEHICLE BOARD FEES	\$0
UNIQUE CLOTH	\$0	FLR LNERS RW 1&2/NO CRPET MAT	\$160
EBONY INTERIOR	\$0	2ND RW SPLT BENCH W/E-Z ENTRY	\$0
EQUIPMENT GROUP 200A	\$0	50 STATE EMISSIONS	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	FUEL CHARGE	\$0
.2.3L ECOBOOST I-4 ENGINE	\$0	PRICED DORA	\$0
.10-SPEED AUTO TRANSMISSION	\$0	DESTINATION & DELIVERY	\$1245
TOTAL BASE AND OPTIONS			MSRP \$36655
DISCOUNTS			NA
TOTAL			\$36655

2-3 months

will sell → \$34,700
+ Fee's

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Explorer 200A
XLT

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

from - Ron @

Fullerton Ford,
Thank you



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/23/2021

Quote ID: 17784

Order Cut Off Date: TBA

Mr Paul Martinez
city of santa fe springs
11710 Telegraph Road
Sante Fe Springs, California, 90670

Dear Paul Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Explorer (K7D) XLT RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$36,655.00	\$34,588.80	5.637 %	\$2,066.20
2 additional key(s)		\$600.00		
Tax (10.5000 %)		\$3,694.82		
Tire fee		\$8.75		
Total		\$38,892.37		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,



Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99H	ENGINE: 2.3L ECOBOOST I-4, -inc: auto start-stop technology (STD)
TRANSMISSION	
Code	Description
44T	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)
TIRES	
Code	Description
___	TIRES: P255/65R18 AS BSW, -inc: mini spare (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
86	EBONY, UNIQUE CLOTH CAPTAIN'S CHAIRS, -inc: 10-way power driver's seat w/power function for tilt, lumbar and recline, 8-way power front passenger seat w/fore/aft and manual recline and 2-way manually adjustable driver and front passenger head restraints
ADDITIONAL EQUIPMENT	
Code	Description
153	FRONT LICENSE PLATE BRACKET
16A	FRONT & SECOND ROW FLOOR LINERS (16A), -inc: Deletes standard black carpet floor mats
OPTION PACKAGE	
Code	Description
200A	EQUIPMENT GROUP 200A

2022 Fleet/Non-Retail Ford Explorer XLT RWD

WINDOW STICKER

2022 Ford Explorer XLT RWD		
CODE	MODEL	MSRP
K7D	2022 Ford Explorer XLT RWD	\$35,250.00
OPTIONS		
99H	ENGINE: 2.3L ECOBOOST I-4, -inc: auto start-stop technology (STD)	\$0.00
44T	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	\$0.00
—	TIRES: P255/65R18 AS BSW, -inc: mini spare (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
86	EBONY, UNIQUE CLOTH CAPTAIN'S CHAIRS, -inc: 10-way power driver's seat w/power function for tilt, lumbar and recline, 8-way power front passenger seat w/fore/aft and manual recline and 2-way manually adjustable driver and front passenger head restraints	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
16A	FRONT & SECOND ROW FLOOR LINERS (16A), -inc: Deletes standard black carpet floor mats	\$160.00
200A	EQUIPMENT GROUP 200A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$35,410.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,245.00
TOTAL PRICE		\$36,655.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology
Transmission: 10-Speed Automatic
3.58 Non-Limited-Slip Rear Axle Ratio
GVWR: TBD
50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
Battery w/Run Down Protection
Regenerative Alternator
Towing Equipment -inc: Trailer Sway Control
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
17.9 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 18" 5-Spoke Silver-Painted Aluminum
Tires: P255/65R18 AS BSW -inc: mini spare
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Black Rear Bumper
Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Chrome Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels
Lip Spoiler
Grille w/Chrome Bar
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Roof Rack Rails Only
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
LED Brakelights
Headlights-Automatic Highbeams
Perimeter/Approach Lights

ENTERTAINMENT

Radio: AM/FM Stereo -inc: MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio w/a 3 month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Trial subscriptions not available in Alaska and Hawaii
Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory
Streaming Audio
Integrated Roof Antenna
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub,
Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Premium Cloth Rear Seat w/Manual Fore/Aft
Front Center Armrest and Rear Seat Mounted Armrest Outboard Only
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fixed 50-50 Bench Premium Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints

Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Remote Releases -inc: Power Cargo Access
Proximity Key For Doors And Push Button Start
Remote Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Metal-Look/Piano Black Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Unique Cloth Captain's Chairs -inc: 10-way power driver's seat w/power function for tilt, lumbar and recline, 8-way power front passenger seat w/fore/aft and manual recline and 2-way manually adjustable driver and front passenger head restraints
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Rear Console w/Storage and 4 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Trunk/Hatch Auto-Latch
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access
FordPass Connect -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford , remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App, and Complimentary Connected Services are required for remote features (see FordPass terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot.), Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle

diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-Ford, (833-327-3673)

Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
1st Row Heated Seats
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm
Air Filtration
4 12V DC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Back-Up Camera w/Washer

9/15/21, 5:34 PM

Preview Order T100 - K7D - XLT RWD



Preview Order T100 - K7D - XLT RWD: Order Summary Time of Preview: 09/15/2021 17:34:21

Dealership Name: Villa Ford of Orange

Sales Code: F71053

Dealer Rep.	TONY PASQUALETTO	Type	Retail	Vehicle Line	Explorer	Order Code	T100
Customer Name	P Martinez	Priority Code	10	Model Year	2022	Price Level	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K7D0 EXPLORER XLT RWD	\$35250	.P255/65R18 A/S BSW TIRES	\$0
.119 INCH WHEELBASE	\$0	CV LOT MANAGEMENT	\$0
AGATE BLACK METALLIC <i>OXFORD white</i>	\$0	CA NEW MTR VEHICLE BOARD FEES	\$0
UNIQUE CLOTH	\$0	FLR LNERS/CARPET MATS:RWS 1&2	\$200
EBONY INTERIOR	\$0	SO STATE EMISSIONS	\$0
EQUIPMENT GROUP 200A	\$0	FRONT LICENSE PLATE BRACKET	\$0
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	FUEL CHARGE	\$0
.2.3L ECOBOOST I-4 ENGINE	\$0	PRICED DORA	\$0
.10-SPEED AUTO TRANSMISSION	\$0	DESTINATION & DELIVERY	\$1245
TOTAL BASE AND OPTIONS		MSRP	\$36695
DISCOUNTS		NA	
TOTAL			\$36695
SHIP TO : F71053			
2550 N. Tustin Ave., Orange, CA, 92865-3003			

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

SANTA FE SPRINGS
NEED FIN CODE
to order in
OXFORD white



SANTA FE SPRINGS / PAUL MARTINEZ
2022 FORD EXPLORER
STOCK #: ORDER
SALESPERSON: TONY PASQUALETTO
9/15/2021 6:06 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Finance Alternatives

Deal Structure

Market Value	36,695.00
Discount Savings	-500.00
Vehicle Price	36,195.00
Document Prep Fee	85.00
License / Title	539.00
Tire/Battery/VTR Fee	8.75
Sales Tax	3,809.40
Total	40,637.15

Due On Delivery	0.00
-----------------	------

1 Month Payment	40,637.15
APR (45 days to 1st pymt)	0.00 %
Amount Financed	40,637.15

Tax: CA 10.50% TAX	10.50 %
Taxes And Fees	4,442.15

IF I CAN GET YOUR
FIN CODE
I CAN COMPLETE
YOUR QUOTE
PROPER OR GOVERNMENT #
TONY PASQUALETTO
760-953-4077
TONYP@VILLAFORD.COM

On Approved Credit - APR and Payment may vary based upon Credit History, Down Payment and Lender Approval. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: CA 10.50% Tax



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

October 5, 2021

NEW BUSINESS

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

RECOMMENDATIONS

- Approve Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and The Whole Child to extend the lease term by one month for use of the modular building located at the Gus Velasco Neighborhood Center with a monthly rent of \$2,250 for the extended period.
- Authorize the Mayor to execute and sign Amendment Number Four to Lease Agreement between the City of Santa Fe Springs and the Whole Child.

BACKGROUND

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

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

The Whole Child notified the City that they have purchased a facility in the City of Downey to accommodate their growing housing program. The facility began construction in April, which was anticipated to be complete by October 2021. At the April 6, 2021 meeting, the City Council considered a proposed amendment to the agreement to provide a one-year extension. The City Council provided direction to staff to bring back a revised amendment for consideration.

At the May 4, 2021 meeting, City Council approved amendment number three to the amount of \$523.00 per month for a five-month term, commencing on June 1, 2021, and ending on October 31, 2021. City Council requested that any further extensions beyond October 31, 2021, should include market rate.



City of Santa Fe Springs

City Council Meeting

October 5, 2021

The Whole Child has informed the City their construction of their facility is slightly delayed for final inspections. They are requesting a one-month extension for use of the facility to continue client services and begin to relocate to their new facility. Per the direction of City Council a full market rate will be applied. The Whole Child's rental rate will be \$2,250.00 for the period of one month. The monthly rate was established by referencing Williams Scotsman rental rates by means of square footage and condition of units.

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

FISCAL IMPACT

Under the terms of the agreement, rent for the use of the modular building is \$2,250.00 for one month.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed amendment.

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

Raymond R. Cruz
City Manager

Attachments:

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

LEASE AGREEMENT

BETWEEN

THE

CITY OF SANTA FE SPRINGS

AND

THE WHOLE CHILD

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LEASE AGREEMENT

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

RECITALS

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals are incorporated herein by this reference.

SECTION 2. LEASED PREMISES

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

SECTION 3. LEASE TERM

A. Term. The Term of this Lease Agreement shall be for a period of one (1) year ("Initial Term") commencing on June 1, 2018 ("Commencement Date"). Upon mutual agreement by Lessor and Lessee, subject to the rights of termination as set forth in Section 19.

B. Holdover. In the event Lessee continues in possession of the Leased Premises following a termination authorized by this Lease or after the expiration of the Lease Term, such possession will not be considered a renewal of this Agreement. At Lessor's option, Lessor may either take legal action to remove Lessee from the Leased Premises in accordance with applicable law, or Lessee's holdover will be treated as a tenancy from month to month governed by the conditions and covenants contained in this Lease (or as otherwise required by law). During any holdover period, the Base Rent shall be increased so that it is five hundred dollars (\$500.00) per month.

SECTION 4. MONTHLY RENT

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

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

SECTION 5. LATE PAYMENT

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

SECTION 6. USE AND LIMITATIONS ON USE

A. Limitation on Use of Leased Premises. Lessee's rights to use the Leased Premises will be subject to the following restrictions on use, as follows:

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

B. Use of Leased Premises. Lessee shall provide family housing and case management assistance for residents of the City of Santa Fe Springs.

SECTION 7. PROHIBITED USES

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

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

SECTION 8 CONDITION OF LEASED PREMISES; MAINTENANCE AND REPAIR

A. Condition of Leased Premises. Lessee accepts the Leased Premises As-Is and is responsible for maintaining the Leased Premises up to a condition necessary for the use of the Leased Premises pursuant to this Agreement including any federal, state or local laws required for the operation of the Childcare Program. Any improvements, maintenance and/or repairs paid for and/or performed by Lessor, shall be in Lessor's sole discretion.

B. Lessee's Maintenance and Repairs. Except as otherwise provided in this Agreement, Lessee shall, at its sole cost and expense, maintain and repair the facilities, equipment, fixtures, and interior portions of the Leased Premises, including the Lessee shall perform all repairs necessary to the facility, including all interior security gates, interior ceilings, interior walls, entrances, signs, interior decorations, floor coverings, wall coverings, entry and interior doors, interior glass (including any plate glass), plumbing fixtures, light fixtures and bulbs, keys and locks, and any system and/or equipment required or used in connection with Lessee's use under this Agreement.

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

SECTION 9. ALTERATIONS BY LESSEE

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

SECTION 10. MECHANICS' LIENS

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

SECTION 11. INSPECTION BY LESSOR

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

SECTION 12. UTILITIES

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

SECTION 13. INSURANCE

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

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

3. Workers' compensation insurance as required by the State of California. The Whole Child agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by The Whole Child for the City and to require each of its consultants, if any, to do likewise under their workers' compensation insurance policies.

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

1. Additional insured: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Whole Child pursuant to its contract with the City; products and completed operations of The Whole Child; premises owned, occupied or used by the Whole Child; automobiles owned, leased, hired, or borrowed by the Whole Child.

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

3. Other insurance: "The Whole Child insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.

5. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

D. Certificates of Insurance. Lessee shall provide to Lessor's certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Lessor, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

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

SECTION 14. INDEMNIFICATION

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

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

SECTION 15. DESTRUCTION OF LEASED PREMISES

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

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

SECTION 16. ASSIGNMENT AND SUBLETTING

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

SECTION 17. ACTS CONSTITUTING BREACH BY LESSEE

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

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

SECTION 18. LESSOR'S REMEDIES

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

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

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

SECTION 19. TERMINATION

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

SECTION 20. WAIVER OF BREACH

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

SECTION 21. NOTICES

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

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

LESSEE
The Whole Child
10155 Colima Road
Whittier, CA 90603

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

SECTION 22. ATTORNEY'S FEES

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

SECTION 23. BINDING ON HEIRS AND SUCCESSORS

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

SECTION 24. SOLE AND ONLY AGREEMENT

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

SECTION 25. TAXES AND ASSESSMENTS

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

SECTION 26. DISPOSITION OF ABANDONED PERSONAL PROPERTY

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

SECTION 27. AUTHORITY OF LESSOR AND LESSEE

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

SECTION 28. PUBLIC RECORDS

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

SECTION 30. RELATIONSHIP OF PARTIES

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

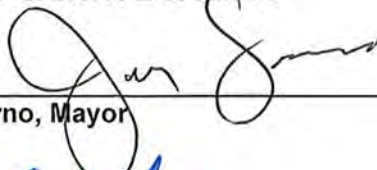
SECTION 31. COOPERATION BETWEEN PARTIES

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

EXECUTED on 6/14/18 at _____, Los Angeles County, California.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF SANTA FE SPRINGS

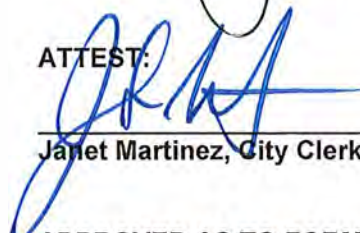


Jay Sarno, Mayor



Constanza Pachon, The Whole Child

ATTEST:



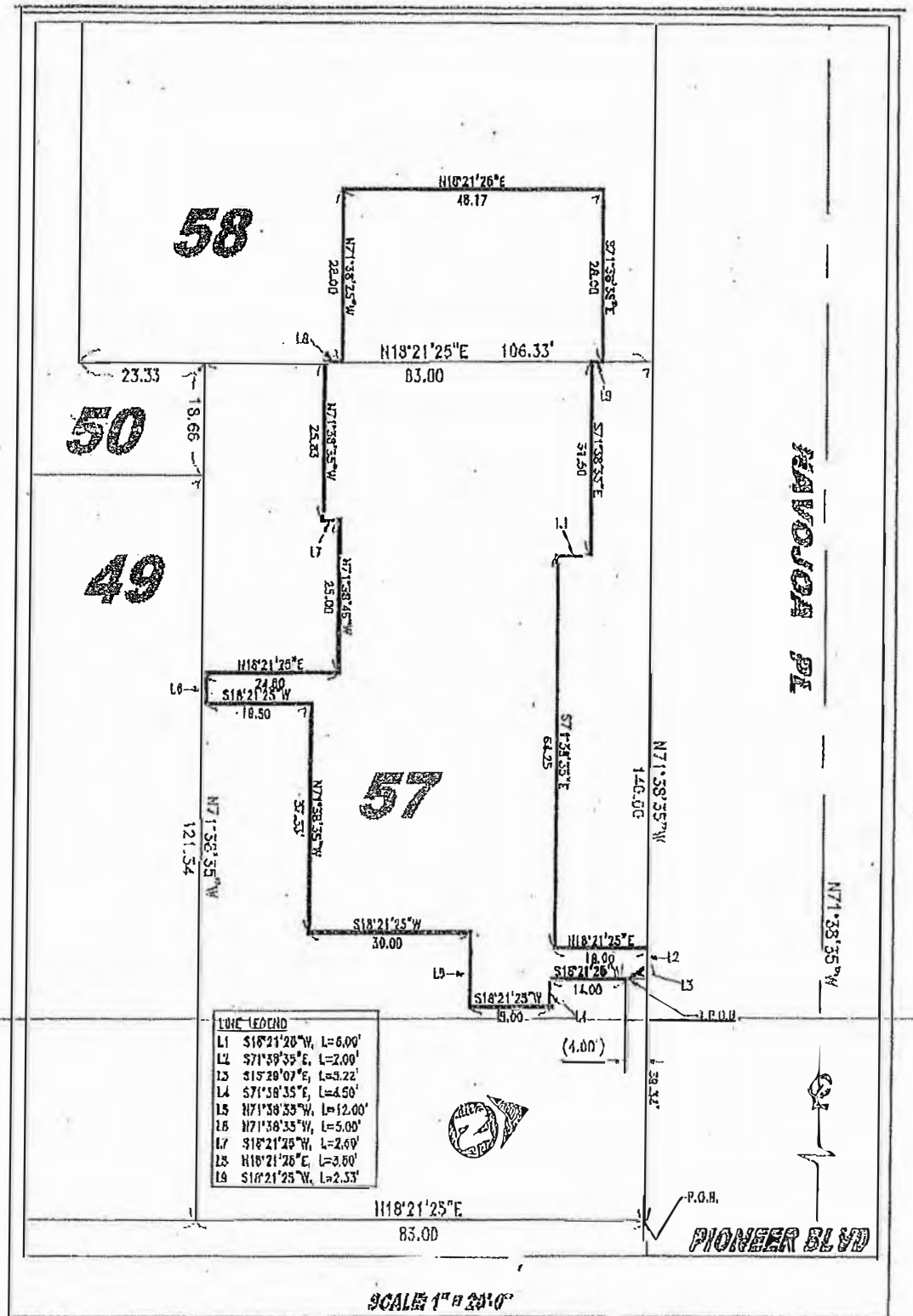
Janet Martinez, City Clerk

APPROVED AS TO FORM:



Yolanda M. Summerhill, City Attorney

SITE MAP OF PROPERT



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

This Amendment Number Four ("Amendment") is made and entered into this 5th day of October, 2021 ("Effective Date") by and between the City of Santa Fe Springs, a California municipal corporation ("City") and The Whole Child – Mental Health & Housing Services, a California nonprofit corporation ("The Whole Child").

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

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

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

WHEREAS, on May 4, 2021, the City and The Whole Child approved Amendment Number Three to the Agreement to extend the lease term by five months with a monthly rent of five hundred and twenty-three dollars (\$523.00).

WHEREAS, the City and The Whole Child desire to amend the Agreement to extend the lease term by one month at full market rate with a monthly rent of two thousand two hundred fifty dollars and zero cents (\$2,250.00).

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

1. The lease term set forth in Section 3 of the Agreement is extended for a period of one month commencing on November 1, 2021 and ending on November 30, 2021.
2. Section 4 of the Agreement is amended to provide for a monthly rent of two thousand two hundred fifty dollars and zero cents (\$2,250.00) for the period of November 1, 2021 through November 30, 2021.
3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

CITY OF SANTA FE SPRINGS

THE WHOLE CHILD

John M. Mora, Mayor

Constanza Pachon, Chief Executive Officer

Date: _____

Date: _____

ATTACHMENT 2

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

October 5, 2021

NEW BUSINESS

Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) - Authorization to Advertise for Construction Bids

RECOMMENDATION

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

BACKGROUND

District Member Ian Calderon of the 57th Assembly District pledged financial assistance in the amount of \$2,520,000 to the City for improvements to existing City parks. On January 23, 2020, the City approved the process to collect the grant to fund the various park improvement projects from the California Natural Resources Agency.

The Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) project (Project) is located at Heritage Park, adjacent to the parking lot. The Project will consist of painting the train engine, caboose car, railroad crossing signs, exhibit historical photo frames, and exhibit lighting enclosures. The Boxcar Rehabilitation will be a separate future project due to unforeseen lead abatement mitigation.

The construction cost estimate for the Project is \$56,000. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$92,000. The estimate is from the most current costs of similar projects in the area. The total project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 56,000
Design	\$ 7,000
Engineering	\$ 8,000
Inspection	\$ 10,000
Contingency	\$ 11,000
Total Project Cost	\$ 92,000

The Project's Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) project is an approved California Natural Resources Agency grant funded project with a budget of \$45,000. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: September 30, 2021

INFRASTRUCTURE IMPACT

The Heritage Park Train Exhibit Improvements (Paint Train Engine and Caboose Car) projects will improve the structural condition of the Train Engine and Caboose Car. In addition, the Project will improve the aesthetic look of the Train Engine and Caboose cars, railroad signs, railroad traffic lights, and associated railroad exhibit signage at Heritage Park.



Raymond R. Cruz
City Manager

Attachments:
None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

October 5, 2021

NEW BUSINESS

Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road) – Award of Contract for On-Call Professional Engineering Services

RECOMMENDATION

- Accept the Request For Quotes (RFQ's);
- Award a Task Order No. 1 to NV5, Inc. from Irvine, California for the Design of the Pioneer Boulevard Street Improvement Project in the amount of \$48,500: and
- Authorize the Director of Public Works to execute Task Order No. 1 for On-Call Professional Engineering Services with NV5, Inc.

BACKGROUND

On July 20, 2021, City Council approved adding the Pioneer Boulevard Street Improvements (Charlesworth Road to Los Nietos Road) Project to the Capital Improvement Plan (CIP). The Pioneer Boulevard Street Improvements project encompasses the boundaries from Charlesworth Road to Los Nietos Road.

On September 7, 2021, Staff solicited a Request for Quotes (RFQ) from the approved list of Engineering firms (Consultants) to provide On-Call Professional Engineering Services for the design of the Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road). The selected consultant will be responsible for preparing the project's plans, specifications, and engineering estimates. The project will consist of the removal and replacement of asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase pavement service life. Additionally, the project also includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, and the installation of storm water screen covers.

The City received seven (7) RFQ's from the following engineering consulting firms with their respective quotes. As a reminder, although the cost is a factor in the selection process, professional service contracts are awarded to the consultant(s) deemed most qualified.

<u>COMPANY</u>	<u>QUOTE</u>
1. Coory Engineering	\$ 47,900.00
2. NV5, Inc.	\$ 48,500.00
3. Civiltec Engineering, Inc.	\$ 48,860.00
4. BKF Engineers	\$ 53,800.00
5. Onward Engineering	\$ 92,686.00
6. Psomas	\$ 102,440.00
7. JMDiaz, Inc.	\$ 157,531.00

The evaluation team consisted of Robert Garcia (Capital Improvement Projects Manager), and Leonard Lui (Assistant Civil Engineer), and Celine Badar (Engineering

Report Submitted By: Noe Negrete  Date of Report: September 30, 2021
Director of Public Works

Intern). Attachment No. 1 is the summary of the teams' evaluation rankings of the proposals. The Request for Quotes submitted to the City and the evaluation score sheets are on file with the Public Works Department. Upon evaluating the proposals, the evaluation team recommends awarding a task order to NV5, Inc.

FISCAL IMPACT

The total cost estimate for the project is \$950,000, which includes funding allocations from the Highway Users Tax Account (Gas Tax), Prop C Local Return Funds, and Road Maintenance and Rehabilitation Account (RMRA) Fiscal Year 2021-2022. The funding from the combination of these measures will cover the project's design expenditures. Sufficient funding is available from these measures, and no additional appropriation is necessary.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: RFQ's Firm Evaluations

Attachment No. 2: Sample Task Order

City of Santa Fe Springs
On-Call Professional Engineering Services Design of Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road)
Evaluation Qualification Ratings

Written Qualifications	1			2			3			4		
On-Call Engineering Services Design of Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road)	NV5, Inc.			Coory Engineering			Civiltec Engineering, Inc.			BKF Engineers		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	15	14	14	15	14	14	12	12	14	15	13
Project Manager	19	19	18	17	15	13	17	18	16	14	17	15
Project Team	19	18	13	18	15	16	15	15	15	12	17	15
Project Understanding and Approach	20	16	18	20	18	17	17	18	16	18	18	13
Past Experience and References	10	10	10	9	7	8	8	8	8	10	8	6
Pricing	15	15	15	15	15	15	15	15	15	13	12	14
Score Subtotals:	97	93	88	93	85	83	86	86	82	81	87	76
Average Score, Written RFO.:	93			87			85			81		

	5			6			7		
	Onward Engineering			Psomas			JMDiaz, Inc.		
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Experience and Capability of the Firm	14	15	14	13	15	12	15	16	16
Project Manager	16	18	18	16	15	12	17	16	17
Project Team	18	18	13	16	15	16	18	15	15
Project Understanding and Approach	17	16	18	20	18	15	12	18	15
Past Experience and References	8	8	8	9	7	8	9	6	8
Pricing	6	7	6	5	5	5	2	2	2
Score Subtotals:	79	82	77	79	75	68	73	73	73
Average Score, Written RFO.:	79			74			73		

Firms Written Final Rankings by Average Score		
1	NV5, Inc.	93
2	Coory Engineering	87
3	Civiltec Engineering, Inc.	85
4	BKF Engineers	81
5	Onward Engineering	79
6	Psomas	74
7	JMDiaz, Inc.	73

SCORING RANGES		
FAIL (0-60) Category evaluated non- responsive.	AVERAGE (71-80) Qualifications/Pricing fully satisfy requirements.	EXCEPTIONAL (91-100) Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70) Below minimally acceptable.	ABOVE AVERAGE (81-90) Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

**ON-CALL PROFESSIONAL ENGINEERING SERVICES
TASK ORDER No. 1**

In accordance with the Contract Agreement dated April 6, 2021 as executed by the City of Santa Fe Springs (CITY), a municipal corporation and NV5, Inc. (CONSULTANT), Task Order No.1 – Design Services for the Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road).

Authorized Representative: Noe Negrete, Director of Public Works/City Engineer
Address: 11710 Telegraph Road
City of Santa Fe Springs, CA 90670
Telephone No.: (562) 868-0511

NV5, INC.:

Authorized Representative: Jeffrey M. Cooper, Vice President
Address: 163 Technology Drive, Suite 100
Irvine, CA 92618
Telephone No.: (949) 585-0477

SERVICES/SCOPE OF WORK: The CITY of Santa Fe Springs desires Design Services for the Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road).

The following is the scope of work, schedule, and fee.

The Consultant will prepare the plans, specifications and engineering estimates for the Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road). The project will consist of the removal and replacement of asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of storm water screen covers.

APPROXIMATE DESIGN SCHEDULE

Kick-off Meeting and Notice to Proceed	October 7, 2021
Submit 75% PS&E	November 1, 2021
Submit 90% PS&E	November 29, 2021
Submit 100% PS&E	December 13, 2021

FEE:

The Design Services for the Pioneer Boulevard Street Improvement Project (Charlesworth Road to Los Nietos Road) Project will be based on a Lump Sum Fee of \$48,500 per the NV5, Inc. Request for Quote dated September 13, 2021.

ACCEPTANCE of the terms of Task Order No. 1 is acknowledged by the following signatures of the Authorized Representatives.

SUBMITTED BY:
CITY OF SANTA FE SPRINGS

ACCEPTED BY:
NV5, Inc.

Noe Negrete, Director of Public Works

Jeffrey M. Cooper, Vice President

Date

Date



City of Santa Fe Springs

City Council

ITEM NO. 16

October 5, 2021

CONSENT AGENDA

Truck Traffic Impact Report

RECOMMENDATION

- Receive and file the report.

BACKGROUND

This report is for informational purposes only. Staff will make a presentation regarding the impact of truck traffic on our roadway infrastructure. Furthermore, the presentation will describe the amount of funding necessary to improve all streets (without weight restrictions). The report also highlights the need for future revenue sources to keep up with the maintenance of our City roadways

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

Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Truck Traffic Impact Report

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".
Date of Report: September 30, 2021

TRUCK TRAFFIC IMPACT REPORT



**SANTA FE SPRINGS
DEPARTMENT OF PUBLIC WORKS**

October 5, 2021

Location

The City of Santa Fe Springs has steadily grown into one of the key industrial cities in Southern California. This is mainly due to its location, nestled in between the busy corridors of Los Angeles and Orange Counties, near the I-5 and the I-605 freeways, with track access to the Union Pacific Railroad and Burlington Northern Santa Fe Railroad within City borders, and near the ports of Long Beach and Los Angeles.

Background

Since Santa Fe Springs is a desirable location to situate a business is based on trucking logistics and warehouse activity, more trucks are driving on the City roadways. The heavier loads from trucks, as compared to passenger cars, deteriorate and wear the roadways at an accelerated rate. The number of trucks driving throughout the City has contributed to the decline of the roadways in the City. The consensus in engineering literature is that pavement damage is a function of the number of axles that pass over the pavement and axle weights. An increase in axle weight generally causes more than a proportional increase in pavement damage. Trucks have more axles and heavier weights per axle than do passenger vehicles. *The damage done to a roadway by a single fully loaded 5-axle truck weighing 80,000 pounds is estimated to cause more damage to the roadway than 5,000 cars. Some highway engineers believe the toll is even higher, that it would take closer to 10,000 cars to equal the damage caused by one heavy truck. Based on previous morning and afternoon Peak Hour counts it has been shown that 3% to 10% of the traffic volume during these periods is comprised of truck traffic on arterial highways and streets with no weight limit. During the middle of the workday, the percentage of truck traffic increases. There are various types of trucks on the roadway today. There are tanker trucks that carry fuel, oil, milk, chemicals, and other liquids and gases. There are box trucks, trash trucks, utility vehicles, UPS trucks, FedEx trucks, and concrete mixer trucks that utilize the roadways every day. For purposes of this report, a truck is considered to have at least two axles and have a weight of at least 6,000 pounds.

Development Trends

The latest trend for development is in warehousing, logistics and distribution centers, and other truck-intensive types of development that create a significant amount of incoming truck traffic that bring in goods from the ports specifically. The merchandise is generally then segregated and sent out via trucks to distribute the goods and merchandise to local, smaller outlets. This results in a significant number of trucks entering the City and an equal number of trucks exiting the City.

Quantifying Roadway Damage

City staff continually monitors roadway surface conditions to keep the streets in drivable conditions for residents and commuters. Once it became apparent that the funding needed for roadway repairs far exceeded the inflow of revenue for road repairs, the need for a new system was required to prioritize the City's roadway repairs. Staff contracted with the engineering firm of Anderson-Penna (AP) to perform a Pavement Evaluation and

***A study by the U.S. General Accounting Office (GAO) determined that the road damage caused by a single 18-wheeler was equivalent to the damage caused by 9,600 cars. (GAO: Excessive Truck Weight: An Expensive Burden We Can No Longer Afford)."*

Analysis Study. The study was completed in July 2016. As part of the Study, AP conducted a field evaluation of all the 108.8 miles of City Streets to determine existing pavement conditions. Typically, a pavement is rated “Poor” if it has extensive cracking, is missing pieces of surface pavement (potholes), or has depression in the street profile. A pavement is rated “Good” if it was recently reconstructed or rehabilitated and showed essentially no problems. The Pavement Rating scale used is noted below.

Pavement Rating	Description
1	poor condition
2	poor to fair condition
3	fair condition
4	fair to good condition
5	good condition

Below is a final summary based on AP field investigations of the pavement rating for only commercial/industrial streets and arterial streets, and all streets without weight restrictions. Residential streets and weight-restricted streets are not included in this study. See Exhibit A, which shows the streets without a weight restriction, 3-Ton weight limit, and 5-Ton weight limit. The 3-Ton and 5-Ton restricted streets are not included in this study since trucks are restricted on these streets.

Condition	Pavement Rating	Street Length (LF)	% of Network
Poor	1	12,023	3.8%
Poor to Fair	2	23,715	7.4%
Fair	3	101,440	32.0%
Fair to Good	4	108,730	34.3%
Good	5	71,130	22.4%
		<u>317,038</u>	

Below is a listing of the various pavement treatment strategies, with the estimated cost per square foot to construct. The unit costs were derived from average bid costs received from recently completed projects that were similar in pavement strategy, i.e. Full Depth Reclamation (Greenleaf Avenue Project-2017), Grind and Cap Rehabilitation (Los Nietos Road Project-2020), and Slurry Seal (Various City Streets Project-2018). The total cost to repair all of the truck-allowed streets is \$97.4 million.

Understanding that the 2016 Pavement Evaluation and Analysis Study is over five years old, the pavement conditions have further deteriorated over time. Furthermore, some of the streets will be rehabilitated and improved, which will improve their evaluation. In summary, this report and evaluation of our street infrastructure is constantly evolving and changing with time. This is a snapshot of our current predicament and associated costs.

Truck Routes Only Pavement Management Plan			
Pavement Treatment		Cost (\$/SF)	
Full Depth Reclamation		\$	11.00
Grind & Cap Rehabilitation		\$	6.50
Overlay / Slurry Seal		\$	0.40

Rating Street	Total SF	Unit Cost (\$)		Total
1 - Poor	587,257	\$	11.00	\$ 6,459,827
2 - Poor-Fair	1,211,235	\$	11.00	\$ 13,323,585
3 - Fair	5,667,455	\$	6.50	\$ 36,838,458
4 - Fair-Good	6,031,855	\$	6.50	\$ 39,207,058
5 - Good	3,855,892	\$	0.40	\$ 1,542,357
Truck Route Grand Total:				\$ 97,371,284

Square Footage is calculated based on the length of the roadway multiplied by the roadway width. The roadway width is measured from edge of gutter to edge of gutter distance.

Rated 1 - Priority 1

#	Street	From	To	Type	Length (ft.)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
1	Pike St (West)	Norwalk Blvd.	END	Industrial	1,100	19,200	1	\$ 11.00	\$ 211,200
2	Norwalk Blvd	Los Nietos Rd	RR	Industrial	220	14080	1	\$ 11.00	\$ 154,880
3	Norwalk Blvd	RR	135' South of Perkins St	Industrial	133	7182	1	\$ 11.00	\$ 79,002
4	John St	Los Nietos Rd	Sorensen Ave	Industrial	1,340	64,320	1	\$ 11.00	\$ 707,520
5	Springdale Ave	Florence Ave	Clark St	Industrial	1,260	57,960	1	\$ 11.00	\$ 637,560
6	Carmenita Rd	Telegraph Rd	North City Limit	Industrial	460	26540	1	\$ 11.00	\$ 291,940
7	Meyer Rd	East City Limit	Shoemaker Ave	Industrial	1,070	80,970	1	\$ 11.00	\$ 890,670
8	Painter Ave	Lakeland Rd	Florence Ave	Industrial	1,350	64,800	1	\$ 11.00	\$ 712,800
9	Marquardt Ave	Imperial HWY	625' South of Imperial Hwy	Industrial	625	36250	1	\$ 11.00	\$ 398,750
10	Anson Ave	Rosecrans Ave	END	Industrial	220	10560	1	\$ 11.00	\$ 116,160
11	Stage Rd	650' West of Valley View Ave	Rosecrans Ave	Industrial	2,175	102,225	1	\$ 11.00	\$ 1,124,475
12	Gannet St	Bonavista Ave	Valley View Ave	Industrial	800	38400	1	\$ 11.00	\$ 422,400
13	Cornet St	Alondra Blvd	Molette St	Industrial	1,270	64,770	1	\$ 11.00	\$ 712,470
Total:					12,023	587,257			\$ 6,459,827

Rated 2 - Priority 2

#	Street	From	To	Type	Length (ft.)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
1	Broadway	550' South of Washington Blvd	Washington Blvd	Industrial	550	29,700	2	\$ 11.00	\$ 326,700
2	Pioneer Blvd	Charlesworth Rd	Los Nietos Rd	Industrial	1550	116,250	2	\$ 11.00	\$ 1,278,750
3	Wellsford Pl	END	Rivera Rd	Industrial	340	22,780	2	\$ 11.00	\$ 250,580
4	Secura Way (alley)	145' South of Rivera Rd	Rivera Rd	Industrial	145	7,685	2	\$ 11.00	\$ 84,535
5	Chetle Ave	350' East of Slauson Ave	Slauson Ave	Industrial	350	12,950	2	\$ 11.00	\$ 142,450
6	Allport Ave	Slauson Ave	Washington Blvd	Industrial	2020	74,740	2	\$ 11.00	\$ 822,140
7	Washington Blvd	East City Limit	Appledale Ave	Industrial	540	38,340	2	\$ 11.00	\$ 421,740
8	Altamar Pl	END	Dice Rd	Industrial	985	42,355	2	\$ 11.00	\$ 465,905
9	Pike St	200' East of END	400' West of Norwalk Blvd	Industrial	600	28,800	2	\$ 11.00	\$ 316,800
10	Smith Ave	Norwalk Blvd	Geary Ave	Industrial	680	32,640	2	\$ 11.00	\$ 359,040
11	Stage Rd	Valley View Ave	660' West of Valley View Ave	Industrial	2175	102,225	2	\$ 11.00	\$ 1,124,475
12	Greenleaf Ave	Los Nietos Rd	Barton Rd	Industrial	1075	64,500	2	\$ 11.00	\$ 709,500
13	Freeman Ave	Telegraph Rd	Los Nietos Rd	Industrial	2330	102,520	2	\$ 11.00	\$ 1,127,720
14	Romandel Ave	560' West of Freeman Ave	Freeman Ave	Industrial	560	28,000	2	\$ 11.00	\$ 308,000
15	Painter Ave	Los Nietos Rd	375' North of Los Nietos Rd	Industrial	375	18,000	2	\$ 11.00	\$ 198,000
16	Laurel Ave	Florence Ave	END	Industrial	760	35,720	2	\$ 11.00	\$ 392,920
17	Lockport Pl	END	Lakeland Rd	Industrial	360	24,120	2	\$ 11.00	\$ 265,320
18	Lakeland Rd	RR	Bloomfield Ave	Industrial	720	43,200	2	\$ 11.00	\$ 475,200
19	Lakeland Rd	Painter Ave	Shoemaker Ave	Industrial	1050	67,200	2	\$ 11.00	\$ 739,200
20	Ladana Ct	END	Shoemaker Ave	Industrial	210	17,430	2	\$ 11.00	\$ 191,730
21	Imperial Hwy	Shoemaker Ave	Transportation Center	Industrial	1000	79,000	2	\$ 11.00	\$ 869,000
22	Marquardt Ave	100' North of Ratliffe St	300' South of Imperial Hwy	Industrial	1000	30,000	2	\$ 11.00	\$ 330,000
23	Borate St	Marquardt Ave	END	Industrial	490	23,520	2	\$ 11.00	\$ 258,720
24	Rosecrans Ave	Carmenita Rd	50' West of Marrilla Ave	Industrial	290	12,180	2	\$ 11.00	\$ 133,980
25	Cambridge St	Carmenita Rd	END	Industrial	1060	54,060	2	\$ 11.00	\$ 594,660
26	Firestone Blvd	100' East of Shoemaker Ave	2,000' West of Carmenita Ave	Industrial	1,270	38,100	2	\$ 11.00	\$ 419,100
27	Talc St	Spring Ave	END	Industrial	620	34,720	2	\$ 11.00	\$ 381,920
28	Bonavista Ave	END	Gannet St	Industrial	610	30,500	2	\$ 11.00	\$ 335,500
Total:					23,715	1,211,235			\$ 13,323,585

Rated 3 - Priority 3

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
1	Washington Blvd	Gretna Ave	Chatfield Ave	Industrial	1,150	74,750	3	\$ 6.50	\$ 485,875
2	Slauson Ave	Norwalk Blvd	Sorensen Ave	Industrial	3,140	204,100	3	\$ 6.50	\$ 1,326,650
3	Washington Blvd	Sorensen Ave	Appledale Ave	Industrial	1,100	71,500	3	\$ 6.50	\$ 464,750
4	Pioneer Blvd	Terradell St	Jersey Ave	Industrial	1,850	118,400	3	\$ 6.50	\$ 769,600
5	Norwalk Blvd	Pike St	McCann Dr	Industrial	2,700	216,000	3	\$ 6.50	\$ 1,404,000
6	Greenleaf Ave	Mulberry Dr	Barton Rd	Industrial	3,180	203,520	3	\$ 6.50	\$ 1,322,880
7	Orr & Day Rd	Telegraph Rd	Whiteland St	Industrial	1,500	97,500	3	\$ 6.50	\$ 633,750
8	Pioneer Blvd	Alburtis Ave	Willake St	Industrial	1,700	113,900	3	\$ 6.50	\$ 740,350
9	Norwalk Blvd	Hawkins St	Telegraph Rd	Industrial	900	72,000	3	\$ 6.50	\$ 468,000
10	Telegraph Rd	Norwalk Blvd	Matern Pl	Industrial	1,500	48,000	3	\$ 6.50	\$ 312,000
11	Florence Ave	Norwalk Blvd	Forest St	Industrial	2,000	136,000	3	\$ 6.50	\$ 884,000
12	Bloomfield Ave	Telegraph Rd	Florence Ave	Industrial	2,275	163,800	3	\$ 6.50	\$ 1,064,700
13	Florence Ave	Bloomfield Ave	Painter Ave	Industrial	3,775	256,700	3	\$ 6.50	\$ 1,668,550
14	Florence Ave	Bloomfield Ave	Forest St	Industrial	650	22,100	3	\$ 6.50	\$ 143,650
15	Florence Ave	Painter Ave	Laurel Ave	Industrial	770	26,180	3	\$ 6.50	\$ 170,170
16	Lakeland Rd	900' West of Greenstone Ave	Shoemaker Ave	Industrial	1,800	111,600	3	\$ 6.50	\$ 725,400
17	Shoemaker Ave	Rainier Ave	Imperial Hwy	Industrial	4,000	248,000	3	\$ 6.50	\$ 1,612,000
18	Lakeland Rd	Painter Ave	225' East of Laurel Ave	Industrial	1,000	62,000	3	\$ 6.50	\$ 403,000
19	Bloomfield Ave	Imperial Hwy	S Cir	Industrial	3,200	243,200	3	\$ 6.50	\$ 1,580,800
20	Imperial Hwy	1420' East of Bloomfield	Shoemaker Ave	Industrial	1,150	89,700	3	\$ 6.50	\$ 583,050
21	Otto St	Orr & Day Rd	End	Industrial	350	12,600	3	\$ 6.50	\$ 81,900
22	Burke St	RR	Dice Rd	Industrial	450	18,000	3	\$ 6.50	\$ 117,000
23	Chetle Ave	Rivera Rd	200' East of Slauson Ave	Industrial	1,550	74,400	3	\$ 6.50	\$ 483,600
24	Wakeman St	Sorensen Ave	End	Industrial	500	24,000	3	\$ 6.50	\$ 156,000
25	Burke St	Dice Rd	Sorensen Ave	Industrial	1,450	73,950	3	\$ 6.50	\$ 480,675
26	Sorensen Ave	Slauson Ave	Ann St (E'ly)	Industrial	4,290	265,980	3	\$ 6.50	\$ 1,728,870
27	Sorensen Ave	Washington Blvd	Wakeman St	Industrial	1,100	68,200	3	\$ 6.50	\$ 443,300
28	Alley North of Burke St	Dice Rd	Sorensen Ave	Industrial	1,580	74,260	3	\$ 6.50	\$ 482,690
29	Secura Way	Washington Blvd	Rivera Rd	Industrial	1,160	32,480	3	\$ 6.50	\$ 211,120
30	Park St	Shoemaker Ave	END	Industrial	665	33,915	3	\$ 6.50	\$ 220,448
31	Pike St (West)	Norwalk Blvd	END	Industrial	2200	105,600	3	\$ 6.50	\$ 686,400
32	Pike St - East	Jersey Ave	End	Industrial	2,000	100,000	3	\$ 6.50	\$ 650,000
33	Pacific St	Norwalk Blvd	Pike St	Industrial	950	45,600	3	\$ 6.50	\$ 296,400

Rated 3 - Priority 3

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
34	Ann St	Santa Fe Springs Rd	Greenleaf Ave	Industrial	1,500	75,000	3	\$ 6.50	\$ 487,500
35	Busch Pl	Greenleaf Ave	End	Industrial	500	25,000	3	\$ 6.50	\$ 162,500
36	Alburtis Ave	750' North of Telegraph Rd	500' South of Pioneer Blvd	Industrial	200	8,000	3	\$ 6.50	\$ 52,000
37	Bell Ranch Dr	Norwalk Blvd	350' East of Norwalk Blvd	Industrial	350	16,100	3	\$ 6.50	\$ 104,650
38	McCann Dr	Norwalk Blvd	Bell Ranch Dr	Industrial	2,600	127,400	3	\$ 6.50	\$ 828,100
39	Geary Ave	Smith Ave	Telegraph Rd	Industrial	2,150	105,350	3	\$ 6.50	\$ 684,775
40	Matern Pl	Telegraph Rd	Geary Ave	Industrial	1,300	65,000	3	\$ 6.50	\$ 422,500
41	Bell Ranch Dr	McCann Dr	Bell Ranch Dr (Cul-De-Sac)	Industrial	1,550	77,500	3	\$ 6.50	\$ 503,750
42	Romandel Ave	Los Nietos Rd	2nd St	Industrial	2,000	94,000	3	\$ 6.50	\$ 611,000
43	Shoemaker Ave	Los Nietos Rd	End	Industrial	1,000	48,000	3	\$ 6.50	\$ 312,000
44	Barton Rd	Dupage Ave	Painter Ave	Industrial	600	22,800	3	\$ 6.50	\$ 148,200
45	Painter Ave	Trumball St	375' North of Los Nietos Rd	Industrial	940	49,820	3	\$ 6.50	\$ 323,830
46	Forest St	Clark St	Florence Ave	Industrial	1,250	60,000	3	\$ 6.50	\$ 390,000
47	Hathaway Dr	Florence Ave	1,250' North of Florence Ave	Industrial	1,250	60,000	3	\$ 6.50	\$ 390,000
48	Clark St	Norwalk Blvd	End	Industrial	1,000	48,000	3	\$ 6.50	\$ 312,000
49	Slusher Dr	Heritage Park Dr	End	Industrial	1,500	69,000	3	\$ 6.50	\$ 448,500
50	Koontz Ave	Florence Ave	End	Industrial	475	22,800	3	\$ 6.50	\$ 148,200
51	Fulton Wells Ave	Florence Ave	End	Industrial	700	32,900	3	\$ 6.50	\$ 213,850
52	Clark St	Bloomfield Ave	End	Industrial	500	24,000	3	\$ 6.50	\$ 156,000
53	Park St (East)	Shoemaker Ave	End	Industrial	400	19,200	3	\$ 6.50	\$ 124,800
54	Park St	Painter Ave	End	Industrial	350	16,800	3	\$ 6.50	\$ 109,200
55	Painter Ave	Sandoval St	Florence Ave	Industrial	600	30,000	3	\$ 6.50	\$ 195,000
56	Emmens Way	Bloomfield Ave	End	Industrial	450	21,600	3	\$ 6.50	\$ 140,400
57	Forest Pl	Lakeland Rd	End	Industrial	400	18,400	3	\$ 6.50	\$ 119,600
58	Sunnyside Pl	Shoemaker Ave	Intersection	Industrial	350	16,800	3	\$ 6.50	\$ 109,200
59	Sunnyside Pl (N-S)	End	End	Industrial	375	18,000	3	\$ 6.50	\$ 117,000
60	Leffingwell Rd	Orden Dr	Imperial Hwy	Industrial	1,875	82,500	3	\$ 6.50	\$ 536,250
61	Marquardt Ave	Ratliffe St	Flood Channel	Industrial	5,525	342,550	3	\$ 6.50	\$ 2,226,575
62	Foster Rd	Marquardt Ave	Flood Channel	Industrial	700	33,600	3	\$ 6.50	\$ 218,400
63	Pontlavoy Ave	Rosecrans Ave	End	Industrial	375	18,000	3	\$ 6.50	\$ 117,000
64	Bora Dr	Marquardt Ave	End	Industrial	725	29,000	3	\$ 6.50	\$ 188,500
65	Milroy Pl	Marquardt Ave	End	Industrial	650	33,800	3	\$ 6.50	\$ 219,700
66	Borate St	Marquardt Ave	Anson Ave	Industrial	625	32,500	3	\$ 6.50	\$ 211,250

Rated 3 - Priority 3

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
67	Anson Ave	Borate St	Radburn Ave	Industrial	1,550	80,600	3	\$ 6.50	\$ 523,900
68	Iseli Rd	Stage Rd	Rosecrans Ave	Industrial	800	38,400	3	\$ 6.50	\$ 249,600
69	Radburn Ave	Gannet St	Borate St	Industrial	1,075	55,900	3	\$ 6.50	\$ 363,350
70	Spring Ave	Talc St	End	Industrial	600	34,800	3	\$ 6.50	\$ 226,200
71	Spring Ave	Excelsior Dr	340' South of Excelsior Dr	Industrial	340	17,000	3	\$ 6.50	\$ 110,500
72	Borate St	Radburn Ave	End	Industrial	950	47,500	3	\$ 6.50	\$ 308,750
73	Firestone Blvd	Marquardt Ave	East City Limit	Industrial	3,000	114,000	3	\$ 6.50	\$ 741,000
74	Freeway Dr	Marquardt Ave	775' East of Marquardt	Industrial	775	27,900	3	\$ 6.50	\$ 181,350
Total:					101,440	5,667,455			\$ 36,838,458

Rated 4 - Priority 4

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
1	Norwalk Blvd	Washington Blvd	Boer Ave	Industrial	720	54,720	4	\$ 6.50	\$ 355,680
2	Washington Blvd	Vanport Ave	Gretna Ave	Industrial	1,485	53,460	4	\$ 6.50	\$ 347,490
3	Beasor Dr	Slauson Ave	Burke St	Industrial	545	23,980	4	\$ 6.50	\$ 155,870
4	Bradwell Ave	Terradell St	End	Industrial	2,145	60,060	4	\$ 6.50	\$ 390,390
5	Gridley Rd	Davenrich St	Dunning St	Industrial	1,050	29,400	4	\$ 6.50	\$ 191,100
6	Arlee Ave	Sunglow St	Smith Ave	Industrial	810	25,920	4	\$ 6.50	\$ 168,480
7	Hamden Pl	Pioneer Blvd	End	Industrial	695	30,580	4	\$ 6.50	\$ 198,770
8	Telegraph Rd	Pioneer Blvd	Matern Pl	Industrial	1,180	89,680	4	\$ 6.50	\$ 582,920
9	Telegraph Rd (W/B Lane)	Matern Pl	Norwalk Blvd	Industrial	1,510	60,400	4	\$ 6.50	\$ 392,600
10	Bell Ranch Dr (Cul-De-Sac)	Bell Ranch Dr	End	Industrial	190	12,920	4	\$ 6.50	\$ 83,980
11	Santa Fe Springs Rd	RR	Telegraph Rd	Industrial	2,355	188,400	4	\$ 6.50	\$ 1,224,600
12	Barton Cir	Painter Ave	Painter Ave	Industrial	1,275	56,100	4	\$ 6.50	\$ 364,650
13	Orr and Day Rd Frontage	Darcy St	Longworth Ave	Industrial	975	25,350	4	\$ 6.50	\$ 164,775
14	Longworth Ave	Gridley Rd	Orr and Day Rd	Industrial	300	9,600	4	\$ 6.50	\$ 62,400
15	Pioneer Blvd (S/B Lane)	Florence Ave	Lakeland Rd	Industrial	1,290	51,600	4	\$ 6.50	\$ 335,400
16	Mora Dr	Slusher Dr	Heritage Park Dr	Industrial	715	31,460	4	\$ 6.50	\$ 204,490
17	Patterson Pl	Florence Ave	End	Industrial	275	12,100	4	\$ 6.50	\$ 78,650
18	Bloomfield Ave (S/B Lane)	Florence Ave	Lakeland Rd	Industrial	1,300	104,000	4	\$ 6.50	\$ 676,000
19	Florence Ave (E/B Lane)	Painter Ave	Laurel Ave	Industrial	765	30,600	4	\$ 6.50	\$ 198,900
20	Telegraph Ave	Laurel Ave	East City Limit	Industrial	1,625	123,500	4	\$ 6.50	\$ 802,750
21	Florence Ave	Laurel Ave	Carmenita Rd	Industrial	715	57,200	4	\$ 6.50	\$ 371,800
22	Quinn St	Gard Ave	End	Industrial	440	9,680	4	\$ 6.50	\$ 62,920
23	Cecilia St	Mondon Ave	Roseton Ave	Industrial	630	20,790	4	\$ 6.50	\$ 135,135
24	Mondon Ave	Cecilia St	Lakeland Rd	Industrial	325	9,100	4	\$ 6.50	\$ 59,150
25	Allard St	Bloomfield Ave	End	Industrial	450	19,800	4	\$ 6.50	\$ 128,700
26	Imperial Hwy	Bloomfield Ave	1320' East of Bloomfield	Industrial	1,320	105,600	4	\$ 6.50	\$ 686,400
27	Shoemaker Ave	Imperial Hwy	Adler Dr	Industrial	900	39,600	4	\$ 6.50	\$ 257,400
28	Foster Rd	Carmenita Rd	Coyote Creek	Industrial	1,810	79,640	4	\$ 6.50	\$ 517,660
29	Rosecrans Ave	300' West of Marquardt Ave	Marquardt Ave	Industrial	300	22,800	4	\$ 6.50	\$ 148,200
30	Rosecrans Ave	Anson Ave	Valley View Ave	Industrial	1,950	81,900	4	\$ 6.50	\$ 532,350
31	Borate St	Anson Ave	Radburn Ave	Industrial	615	29,520	4	\$ 6.50	\$ 191,880
32	Arctic Cir	Shoemaker Ave	Mollette St	Industrial	2,710	130,080	4	\$ 6.50	\$ 845,520
33	Mollette St	1100' East of Shoemaker Ave	Carmenita Rd	Industrial	1,550	74,400	4	\$ 6.50	\$ 483,600

Rated 4 - Priority 4

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
34	Alondra Blvd	Carmenita Rd	Firestone Blvd	Industrial	2,600	208,000	4	\$ 6.50	\$ 1,352,000
35	Carmenita Rd	Alondra Blvd	355' North of Alondra Blvd	Industrial	355	93,860	4	\$ 6.50	\$ 610,090
36	Boer Ave	Washington Blvd	Norwalk Blvd	Industrial	650	20,800	4	\$ 6.50	\$ 135,200
37	Dice Rd	Slauson Ave	Los Nietos Rd	Industrial	3,685	221,100	4	\$ 6.50	\$ 1,437,150
38	Burke St	Sorensen Ave	End	Industrial	1,400	61,600	4	\$ 6.50	\$ 400,400
39	Slauson Ave	Chetle Ave	East City Limit	Industrial	1,985	150,860	4	\$ 6.50	\$ 980,590
40	Pioneer Blvd Frontage	Bluejay Ln	End (N'ly)	Industrial	475	11,400	4	\$ 6.50	\$ 74,100
41	Pioneer Blvd Frontage	Bluejay Ln	End (S'ly)	Industrial	530	12,720	4	\$ 6.50	\$ 82,680
42	La Docena Ln	Alburtis Ave	Arlee Ave	Industrial	950	26,600	4	\$ 6.50	\$ 172,900
43	Davenrich St	Joslin St (Cul-De-Sac)	Elgrace St (Cul-De-Sac)	Industrial	245	8,330	4	\$ 6.50	\$ 54,145
44	Cedardale Dr	Telegraph Rd	End	Industrial	2,185	61,180	4	\$ 6.50	\$ 397,670
45	Bell Ranch Dr	Norwalk Blvd	Bell Ranch Dr (Cul-De-Sac)	Industrial	1,810	79,640	4	\$ 6.50	\$ 517,660
46	Tabor Pl	McCann Dr	End	Industrial	350	15,400	4	\$ 6.50	\$ 100,100
47	Jordan Cir	McCann Dr	McCann Dr	Industrial	1,845	81,180	4	\$ 6.50	\$ 527,670
48	Norwalk Blvd	McCann Dr	Hawkins St	Industrial	920	69,920	4	\$ 6.50	\$ 454,480
49	Hawkins St	Norwalk Blvd	End	Industrial	1,310	57,640	4	\$ 6.50	\$ 374,660
50	Palm Dr	Hawkins St	End	Industrial	355	18,460	4	\$ 6.50	\$ 119,990
51	Pioneer Blvd (S/B Lane)	Willake St	Dunning St	Industrial	1,625	65,000	4	\$ 6.50	\$ 422,500
52	Pioneer Blvd (N/B Lane)	Willake St	Lakeland Rd	Industrial	5,635	214,130	4	\$ 6.50	\$ 1,391,845
53	Barton Rd	Greenleaf Ave	Du Page Ave	Industrial	970	32,980	4	\$ 6.50	\$ 214,370
54	Orr and Day Rd (S/B Lane)	Otto St	Florence Ave	Industrial	505	19,190	4	\$ 6.50	\$ 124,735
55	Mora Dr	Ontiveros Pl	Norwalk Blvd	Industrial	805	35,420	4	\$ 6.50	\$ 230,230
56	Hathaway Dr	140' West of Ontiveros Pl	465' West of Ontiveros Pl	Industrial	325	14,300	4	\$ 6.50	\$ 92,950
57	Norwalk Blvd	Telegraph Rd	Florence Ave	Industrial	2,340	177,840	4	\$ 6.50	\$ 1,155,960
58	Telegraph Rd	Norwalk Blvd	575' East of Greenleaf Ave	Industrial	5,850	468,000	4	\$ 6.50	\$ 3,042,000
59	Clark St	Norwalk Blvd	Bloomfield Ave	Industrial	2,620	94,320	4	\$ 6.50	\$ 613,080
60	Forence Ave	Forest St	Bloomfield Ave	Industrial	630	50,400	4	\$ 6.50	\$ 327,600
61	Sandoval St	Shoemaker Ave	End	Industrial	900	39,600	4	\$ 6.50	\$ 257,400
62	Painter Ave	Telegraph Rd	Park St	Industrial	495	23,760	4	\$ 6.50	\$ 154,440
63	Flores St	Painter Ave	End	Industrial	360	15,840	4	\$ 6.50	\$ 102,960
64	Sandoval St	Painter Ave	End	Industrial	360	15,840	4	\$ 6.50	\$ 102,960
65	Telegraph Rd	225' West of Painter Ave	Los Nietos Rd	Industrial	735	55,860	4	\$ 6.50	\$ 363,090
66	Telegraph Rd	225' West of Painter Ave	575' East of Greenleaf Ave	Industrial	380	28,880	4	\$ 6.50	\$ 187,720

Rated 4 - Priority 4

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
67	Shoemaker Ave	Telegraph Rd	Rainier Ave	Industrial	4,990	399,200	4	\$ 6.50	\$ 2,594,800
68	Telegraph Ave (W/B Lane)	Los Nietos Rd	Laurel Ave	Industrial	175	7,000	4	\$ 6.50	\$ 45,500
69	Orden Dr	Leffingwell Rd	Carmenita Rd	Industrial	1,220	53,680	4	\$ 6.50	\$ 348,920
70	Carmenita Rd	Imperial Hwy	Rosecrans Ave	Industrial	5,265	421,200	4	\$ 6.50	\$ 2,737,800
71	Larwin Cir	Marquardt Ave	Marquardt Ave	Industrial	1,585	69,740	4	\$ 6.50	\$ 453,310
72	Rosecrans Ave	Carmenita Rd	Coyote Creek	Industrial	1,550	117,800	4	\$ 6.50	\$ 765,700
73	Rosecrans Ave	Marquardt Ave	470' East of Marquardt Ave	Industrial	470	36,660	4	\$ 6.50	\$ 238,290
74	Pumice St	Spring Ave	660' West of Spring Ave	Industrial	660	34,320	4	\$ 6.50	\$ 223,080
75	Spring Ave	Excelsior Dr	Talc St	Industrial	630	34,020	4	\$ 6.50	\$ 221,130
76	Marquardt Ave	Coyote Creek	940' South of Coyote Creek	Industrial	940	56,400	4	\$ 6.50	\$ 366,600
77	Spring Ave	Freeway Dr	1265' North of Freeway Dr	Industrial	1,265	60,720	4	\$ 6.50	\$ 394,680
78	Firestone Blvd	375' East of Carmenita Rd	Alondra Blvd	Industrial	2,895	101,325	4	\$ 6.50	\$ 658,613
79	Anson Ave	Radburn Ave	Bonavista Ave	Industrial	1,090	52,320	4	\$ 6.50	\$ 340,080
80	Alondra Blvd	Shoemaker Ave	1295' East of Shoemaker Ave	Industrial	1,295	103,600	4	\$ 6.50	\$ 673,400
81	Carmenita Rd	Alondra Blvd	355' North of Alondra Blvd	Industrial	355	28,400	4	\$ 6.50	\$ 184,600
82	Resin Pl	Alondra Blvd	End	Industrial	320	14,080	4	\$ 6.50	\$ 91,520
83	Alondra Blvd	Carmenita Rd	Firestone Blvd	Industrial	2,600	95,400	4	\$ 6.50	\$ 620,100
84	Resin Pl	Alondra Blvd	End	Industrial	320	42,000	4	\$ 6.50	\$ 273,000
Total:					108,730	6,031,855			\$ 39,207,058

Rated 5 - Priority 5

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
1	Washington Blvd	Norwalk Blvd	Vanport Ave	Industrial	1,325	95,400	5	\$ 0.40	\$ 38,160
2	Pioneer Blvd	Rivera Rd	Los Nietos Rd	Industrial	1,235	93,860	5	\$ 0.40	\$ 37,544
3	Telegraph Rd	Orr and Day Rd	Jersey Ave	Industrial	1,205	84,350	5	\$ 0.40	\$ 33,740
4	Telegraph Rd (E/B Lane)	Jersey Ave	Alburtis Ave	Industrial	520	19,760	5	\$ 0.40	\$ 7,904
5	Telegraph Rd	Alburtis Ave	Pioneer Blvd	Industrial	1,145	87,020	5	\$ 0.40	\$ 34,808
6	Orr and Day Rd Frontage	Davenrich St	Joslin St	Industrial	660	16,500	5	\$ 0.40	\$ 6,600
7	Santa Fe Springs Rd	Los Nietos Rd	RR	Industrial	845	64,220	5	\$ 0.40	\$ 25,688
8	Florence Ave	Orr and Day Rd	Norwalk Blvd	Industrial	5,400	410,400	5	\$ 0.40	\$ 164,160
9	Imperial Hwy	Shoemaker Ave	Marquardt Ave	Industrial	5,230	203,970	5	\$ 0.40	\$ 81,588
10	Firestone Blvd	Bloomfield Ave	Shoemaker Ave	Industrial	2,990	113,620	5	\$ 0.40	\$ 45,448
11	Rosecrans Ave	Fidel Ave	Marrilla Ave	Industrial	1,835	36,700	5	\$ 0.40	\$ 14,680
12	Rosecrans Ave	Coyote Creek	300' West of Marquardt Ave	Industrial	795	63,600	5	\$ 0.40	\$ 25,440
13	Rosecrans Ave	470' East of Marquardt Ave	Anson Ave	Industrial	230	17,480	5	\$ 0.40	\$ 6,992
14	Valley View Ave	Rosecrans Ave	Alondra Blvd	Industrial	5,310	201,780	5	\$ 0.40	\$ 80,712
15	Alondra Blvd	1295' East of Shoemaker Ave	Carmenita Rd	Industrial	1,370	109,600	5	\$ 0.40	\$ 43,840
16	Alondra Blvd	Firestone Blvd	I-5	Industrial	480	39,360	5	\$ 0.40	\$ 15,744
17	Alondra Blvd	Freeway Dr	Valley View Ave	Industrial	1,390	105,640	5	\$ 0.40	\$ 42,256
18	Freeway Dr	Alondra Blvd	710' South of Alondra Blvd	Industrial	710	25,560	5	\$ 0.40	\$ 10,224
19	Los Nietos Rd	Norwalk Blvd	700' East of Norwalk Blvd	Industrial	700	42,000	5	\$ 0.40	\$ 16,800
20	Clarkman St	Orr and Day Rd	Longworth Ave	Industrial	760	25,080	5	\$ 0.40	\$ 10,032
21	Norwalk Blvd	Florence Ave	Lakeland Rd	Industrial	1,280	97,280	5	\$ 0.40	\$ 38,912
22	Heritage Park Dr	Slusher Dr	Mora Dr	Industrial	340	13,600	5	\$ 0.40	\$ 5,440
23	Painter Ave	Park St	Sandoval St	Industrial	1,100	66,000	5	\$ 0.40	\$ 26,400
24	Carmenita Rd	Telegraph Rd	Florence Ave	Industrial	1,425	45,600	5	\$ 0.40	\$ 18,240
25	Getty Dr	Lakeland Rd	End	Industrial	540	23,760	5	\$ 0.40	\$ 9,504
26	Adler Dr	Shoemaker Ave	Leffingwell Rd	Industrial	1,435	63,140	5	\$ 0.40	\$ 25,256
27	Orden Dr	Carmenita Rd	905' East of Carmenita Rd	Industrial	905	39,820	5	\$ 0.40	\$ 15,928
28	Shoemaker Ave	Firestone Blvd	Alondra Blvd	Industrial	1,058	63,480	5	\$ 0.40	\$ 25,392
29	Mollette St	Shoemaker Ave	1110' East of Shoemaker Ave	Industrial	1,100	52,800	5	\$ 0.40	\$ 21,120
30	Carmenita Rd	Mollette St	355' North of Alondra Blvd	Industrial	960	76,800	5	\$ 0.40	\$ 30,720
31	Excelsior Dr	Marquardt Ave	West City Limit	Industrial	1,350	64,800	5	\$ 0.40	\$ 25,920
32	Marquardt Ave	940' South of Coyote Creek	Freeway Dr	Industrial	1,840	110,400	5	\$ 0.40	\$ 44,160
33	Mica St	Marquardt Ave	End	Industrial	895	42,960	5	\$ 0.40	\$ 17,184

Rated 5 - Priority 5

#	Street	From	To	Type	Length (ft)	Area (sf)	M.C.I.	Cost (\$/SF)	Total Cost (\$)
34	Clanton Cir	Alondra Blvd	End	Industrial	340	16,320	5	\$ 0.40	\$ 6,528
35	Rivera Rd	Sorensen Ave	Chetle Ave	Industrial	1,500	72,000	5	\$ 0.40	\$ 28,800
36	Ann St	Sorensen Ave	Santa Fe Springs Rd	Industrial	1,560	74,880	5	\$ 0.40	\$ 29,952
37	Ann St	END	Sorensen Ave	Industrial	390	18840	5	\$ 0.40	\$ 7,536
38	Greenleaf Ave	Telegraph Rd	Los Nietos Rd	Industrial	1,880	112,800	5	\$ 0.40	\$ 45,120
39	Greenstone Ave	END	Lakeland Ave	Industrial	4,630	277,800	5	\$ 0.40	\$ 111,120
40	Sunshine Ave	Shoemaker Ave	Greenstone Ave	Industrial	812	41412	5	\$ 0.40	\$ 16,565
41	Los Nietos Rd	100' West of Greenleaf Ave	Santa Fe Springs Rd	Industrial	1375	82,500	5	\$ 0.40	\$ 33,000
42	Los Nietos Rd	Santa Fe Springs Rd	SF RR	Industrial	3,830	114,900	5	\$ 0.40	\$ 45,960
43	Los Nietos Rd	Pioneer Blvd	Norwalk Blvd	Industrial	4,000	260,000	5	\$ 0.40	\$ 104,000
44	Los Nietos Rd	Greenleaf Ave	Painter Ave	Industrial	1,900	140,600	5	\$ 0.40	\$ 56,240
45	Los Nietos Rd	Painter Ave	End	Industrial	550	27,500	5	\$ 0.40	\$ 11,000
Total:					71,130	3,855,892			\$ 1,542,357

Full Depth Street Rehabilitation		
Project Reference: Greenleaf Avenue Street Rehabilitation - 2017		
Name of Contractors (Submitted Bid Proposals on 11/7/2017)		Bid Amount
1	Gentry Brothers, Inc.	\$ 897,000.00
2	Sully-Miller Contracting Company	\$ 886,111.00
3	All American Asphalt	\$ 893,315.00
4	EBS General Engineering	\$ 893,350.00
5	Hardy & Harper	\$ 890,647.00
6	Shawnan	\$ 972,900.00
7	RJ Noble Company	\$ 915,276.00
8	Excel Paving	\$ 889,110.00

Average Construction Bid: \$ **904,713.63**

Project Total Square Foot: **129,000**

Construction Only \$/SF: 7.01

Ave Construction Bid: \$ 904,713.63

Design 15%: \$ 135,707.04

Engineering 10%: \$ 90,471.36

Inspection 10%: \$ 90,471.36

Contingency 18%: \$ 162,848.45

Project Total: \$ 1,384,211.85

Total Project Cost/SF: \$ 11.00

Grind & Cap Rehabilitation		
Project Reference: Los Nietos Street Rehabilitation - 2020		
Name of Contractors (Submitted Bid Proposals on 8/25/2020)		Bid Amount
1	All American Asphalt	\$ 2,634,444.00
2	Hardy & Harper	\$ 2,746,000.00
3	Sequel Contractors, Inc.	\$ 2,928,000.00
4	R.J. Noble Company	\$ 2,956,523.00
5	Excel Paving Company	\$ 2,972,854.00
6	Sully-Miller Contracting Co.	\$ 2,992,413.00
7	Onyx Paving Company, Inc.	\$ 3,024,000.00
8	Griffith Company	\$ 3,123,963.00
9	Shawnan	\$ 3,223,698.00

Average Construction Bid: \$ **2,955,766.11**

Project Total Square Foot: **680,000**

Construction Only \$/SF: 4.35

Ave Construction Bid: \$ 2,955,766.11

Design 12%: \$ 354,691.93

Engineering 8%: \$ 295,576.61

Inspection 8%: \$ 295,576.61

Contingency 16%: \$ 472,922.58

Project Total: \$ 4,374,533.84

Total Project Cost/SF: \$ 6.50

Slurry Seal Project Reference: Various City Streets - 2018

Project Reference	Budget	SF
Joslin-Clarkman-Jersey	\$ 101,000.00	185,203
Project Cost (\$/SF)	\$ 0.55	

1	2	3	4	5	Sum
Clarkman	Joslin	Jersey (Telegraph- Davenrich)	Jersey (Davenrich- Parkmead)	Jersey (Davenrich- Parkmead)	
37,835	48,786	34,432	32,075	32,075	185,203

Project Reference	Budget	SF
Slurry Seal Various Streets 2017-2018	\$ 235,000.00	974,992
Project Cost (\$/SF)	\$ 0.24	

1	2	3	Sum
Base Bid	Hawkins+Palm	Orr & Day (Davenrich- Joslin)	
880,500	78,710	15,782	974,992

Average Project Cost Slurry Seal (\$/SF):	\$ 0.39
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Total Construction Cost: \$ 336,000.00
 Total Square Footage: **1,160,195**
 Construction Only \$/SF: \$ 0.29

Ave Construction Bid:	\$ 336,000.00	Percentage
Design 12%:	\$ 40,320.00	12%
Engineering 8%:	\$ 26,880.00	8%
Inspection 8%:	\$ 26,880.00	8%
Contingency 12%:	\$ 40,320.00	12%
Project Total:	\$ 470,400.00	

Total Project Cost/SF: \$ 0.40

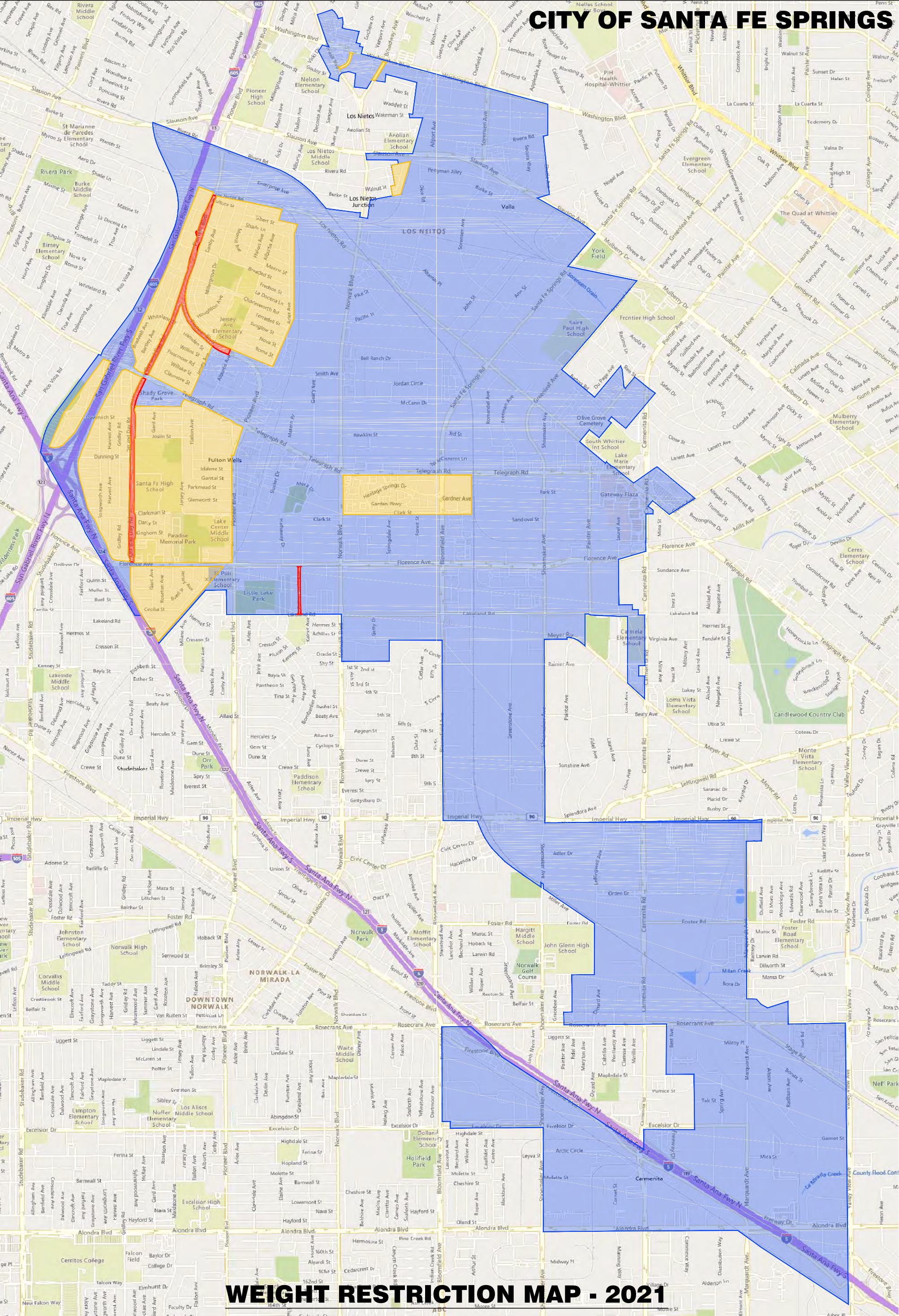
CITY OF SANTA FE SPRINGS

WEIGHT RESTRICTION MAP - 2021



EXHIBIT A

- STREETS WITH - 5 TON WEIGHT LIMIT
- STREETS WITH - 3 TON WEIGHT LIMIT
- STREETS WITH - NO WEIGHT LIMIT





City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

October 5, 2021

NEW BUSINESS

Adopt Resolution No. 9733 Approving Changes to the Salary Schedule and Approval of Related Personnel Modifications

RECOMMENDATION:

- Adopt Resolution No. 9733 approving changes to the City's Fiscal Year 2021-22 Salary Schedule.
- Approve the classification specification changes for the following positions: Mechanic I & II
- Approve the classification specification changes and title change for Transportation Services Supervisor to Municipal Services Supervisor.
- Adopt classification specifications for the following positions: Facility Lead Worker, Maintenance Worker II, and Librarian II – Technical Services.

BACKGROUND

Classification Specification Changes

Staff is requesting that the City Council approve updates to the current existing classification specifications for the Mechanic I & II and Transportation Services Supervisor (including title change) to more accurately reflect the current job duties, responsibilities, and qualifications for the positions.

A review of the minimum requirements of these positions was performed by Department staff. The classification specifications have also been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA) with minor changes. There is no budgetary impact, as this is simply a change to the classification specification.

Position Title Change/New Classifications

The City Council approved the FY 2021-2022 budget on June 29, 2021. Along with that were several positions that had been reviewed for addition or reclassification to more accurately meet the current operational needs of the City as well as reflect duties that were being performed. The Human Resources Office worked with Department staff to create new classification specifications. These classification specifications have been given an appropriate review by the Santa Fe Springs Employee's Association (SFSEA) with no substantive changes. The reclassifications/additions are as follows:

- Public Works
 - Facilities Lead Worker
 - Maintenance Worker II

Report Submitted By: Travis Hickey and Debbie Ford Date of Report: September 30, 2021
Finance and Administrative Services



City of Santa Fe Springs

City Council Meeting

October 5, 2021

The new additions require updates to the City's salary schedule. Resolution No. 9733 and the updated salary ranges are attached to this report.

In addition, a new classification specification is proposed for the position of Librarian II – Technical Services. While there is an existing Librarian II classification specification, a new and separate classification specification is proposed for Librarian II – Technical Services. The position responsibilities and qualifications are sufficiently different that two separate classification specifications are warranted.

FISCAL IMPACT

The costs for these positions were included in the FY 2021-2022 adopted budget.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9733 Approving Salary Schedule Changes
2. Job description/Specifications:
 - Mechanic I
 - Mechanic II
 - Librarian II – Technical Services
 - Facility Lead Worker
 - Maintenance Worker II
 - Municipal Services Supervisor

RESOLUTION NO. 9733

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, APPROVING CHANGES TO THE FISCAL YEAR 2021-2022 SALARY
SCHEDULE**

WHEREAS, the City Council considered proposed position adjustments, requiring changes to the salary schedule; and

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

1. The City Council approves and adopts the changes to the Fiscal Year 2021-2022 Salary Schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

APPROVED and ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

RESOLUTION No. 9733
ATTACHMENT A

PROPOSED SALARY RANGE CLASS 164 FOR: FACILITIES LEAD WORKER					
CLASS 164					
STEP		MONTHLY		BI-WEEKLY	HOURLY
A-1		5068.555		2339.333	29.242
B-2		5347.285		2467.978	30.850
C-3		5642.010		2604.005	32.550
D-4		5951.582		2746.884	34.336
E-5		6279.433		2898.200	36.227

PROPOSED SALARY RANGE CLASS 175 FOR: MAINTENANCE WORKER II					
CLASS 175					
STEP		MONTHLY		BI-WEEKLY	HOURLY
A-1		4571.638		2109.987	26.375
B-2		4826.380		2227.560	27.845
C-3		5090.259		2349.350	29.367
D-4		5370.132		2478.522	30.982
E-5		5650.004		2607.694	32.596

**CITY OF SANTA FE SPRINGS
MECHANIC I**

Bargaining Unit: SFSCEA

Job Code: 17250

FLSA Status: Non-Exempt

Date Prepared:

~~10/31/2019~~10/5/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, performs skilled work in the servicing and maintenance of gasoline and diesel powered automotive, light, construction and other power-driven equipment; assists higher level staff in equipment overhauls and repairs.

DISTINGUISHING CHARACTERISTICS:

This is the entry level position in the series. It is distinguished from the level II by the performance of the more routine tasks and duties assigned to positions within the series.

SUPERVISION RECEIVED:

Receives direct supervision from the Fleet Maintenance Supervisor and Mechanic II.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Inspects, diagnoses, and locates routine mechanical difficulties on City automobiles, trucks, and a variety of diesel and gasoline powered maintenance and construction equipment.
2. Replaces or repairs faulty parts including wheel bearings, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
3. Tunes up engines by replacing ignition parts, cleaning and adjusting carburetors, throttle body and port fuel injection systems.
4. Diagnoses and repairs front and rear drive axles, drive train components, belts, gears, chain drives, and propeller shafts.
5. Repairs, adjusts, and replaces brake systems including wheel cylinders, master cylinders, disc pads, hydraulic and air brakes.

C. Other Job Specific Duties

1. Prepares and replaces components such as distributors, relays, lights, and switches.
2. Fuels, greases, and lubricates automobiles, trucks, and ensures appropriate fluid levels.
3. Performs safety inspections on vehicles and equipment; performs repair work and reports safety and other priority repair work to supervisor.
4. Inspects and repairs or replaces electrical components, including gauges, sending units, lights, batteries, and charging systems.
5. Inspects cooling system for proper cooling and freeze protection; repairs leads.
6. Replaces or repairs tires, wheels, and tubes; installs and services batteries, spark plugs, light bulbs, fan belts, and other simple mechanical parts.
7. Services automotive equipment with gasoline and oil; keeps records of amounts used.
8. Changes various filters including air, compressor, oil, fuel, hydraulic, and water.
9. Maintains work, time, and material records.
10. Assists other mechanics in the performance of mechanical repairs as required.
11. Assists in general maintenance and cleanliness of automotive shop area.
12. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Techniques and methods of diagnosing, overhauling, and repairing gasoline and diesel-powered equipment. Theory and operation of air-brake systems. Safety restraint systems. Basic electrical principles. ~~Welding and fabricating techniques.~~ Repair characteristics of less complex components of automotive equipment. Traffic laws. Safe work practices. Basic record keeping. Modern office equipment including computers.

Ability to: Inspect vehicles and equipment for needed repairs and maintenance. Service automotive equipment according to established procedures. Participate in skilled equipment repair and maintenance work. Understand and follow oral and written instructions. Communicate effectively verbally and in writing. Work with accuracy and attention to detail. Operate and use modern office equipment. Effectively organize and prioritize assigned work. Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by specialized training in automotive repair. Associates degree in automotive maintenance/repair preferred.
- Three (3) years of experience at the journeyman level in repair and maintenance of automotive.
- A valid State of California driver's license and an acceptable driving record.
- Class **BA** license, including air brake and tanker endorsements.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed in a heavy equipment shop.
- Noise level is loud.
- Exposure to odors, fumes, and gases.
- Works with hand and power tools.
- Works with and around machinery having moving parts.

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, walk, stoop, kneel, crouch, climb, squat, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.
- See well enough to read documents and operate and repair equipment.
- Lift and move up to 75 pounds.

**CITY OF SANTA FE SPRINGS
MECHANIC II**

Bargaining Unit: SFSCEA

Job Code: 14980

FLSA Status: Non-Exempt

Date Prepared:

~~06/26/2019~~10/5/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under direct supervision, performs skilled work in the servicing and maintenance of gasoline and diesel powered automotive, and light, construction vehicles and other power-driven equipment; assists lower level staff in equipment maintenance and repairs.

DISTINGUISHING CHARACTERISTICS:

This is the senior level position within the series. Employees within this class are distinguished from the level I by the performance of the more complex and specialized duties.

SUPERVISION RECEIVED:

Receives direct supervision from the Fleet Maintenance Supervisor.

SUPERVISION EXERCISED:

Assists in the supervision of Mechanic I, Mechanic Apprentice and Public Works Aide.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Inspects, diagnoses, and locates routine mechanical difficulties on City, Police and Fire-Rescue automobiles, trucks, and a variety of diesel and gasoline powered maintenance and construction equipment.
2. Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.
3. Tunes up engines by replacing ignition parts and cleaning and adjusting carburetors, throttle body and port fuel injection systems, and propane fuel systems.
4. Diagnoses and repairs front and rear drive axles, drive train components, belts, gears, chain drives, and propeller shafts.
5. Repairs, adjusts, and replaces brake systems including wheel cylinders, master cylinders, disc pads, machine drums and rotors, hydraulic and air brakes.
6. Diagnoses and repairs Fire apparatus and related equipment.

C. Other Job Specific Duties

1. Prepares and replaces components such as generators, distributors, relays, lights, and switches.
2. Performs basic welding, fabrication, and assembling of parts and equipment for automotive and heavy equipment; fabricates, modifies, and repairs body and chassis parts.
3. Fuels, greases, and lubricates automobiles, trucks, and heavy automotive equipment; ensures appropriate fluid levels.
4. Performs safety inspections on vehicles and equipment; performs repair work and reports safety and other priority repair work to supervisor.
5. Inspects and repairs or replaces electrical components, including gauges, sending units, lights, batteries, and charging systems.
6. Inspects cooling system for proper cooling and freeze protection; repairs leads.
7. Replaces or repairs tires, wheels, and tubes; installs and services batteries, spark plugs, light bulbs, fan belts, and other simple mechanical parts.
8. Services automotive equipment with gasoline and oil; keeps records of amounts used.
9. Changes various filters including air, compressor, oil, fuel, hydraulic, and water.
10. Maintains work, time, and material records.
11. Assists other mechanics in the performance of mechanical repairs as required.
12. Assists in general maintenance and cleanliness of automotive shop area.
13. Performs general maintenance and repairs on Police and Fire-Rescue vehicles and related equipment.
14. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of: Techniques and methods of diagnosing, overhauling, and repairing gasoline and diesel-powered equipment; Theory and operation of air-brake systems; Safety restraint systems; Understanding of Basic electrical principles; Welding and fabricating techniques; Repair characteristics of ~~less~~-complex components of automotive equipment; Traffic laws; Safe work practices; Basic record keeping; Modern office equipment including computers.

Ability to: Inspect vehicles and equipment for needed repairs and maintenance; Service automotive and heavy equipment according to established procedures; Participate in skilled equipment repair and maintenance work; Understand and follow oral and written instructions; Communicate effectively verbally and in writing; Work with accuracy and attention to detail; Operate and use modern office equipment; Effectively organize and prioritize assigned work; Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by specialized training in automotive repair. Associates degree in automotive maintenance/repair preferred.
- Five (5) years of experience in repair and maintenance of automotive, heavy equipment, Police and Fire-Rescue vehicles and small engines.
- A valid State of California driver's license and an acceptable driving record.
- Class BA license, including air brake and tanker endorsements.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed in a heavy equipment shop.
- Noise level is loud.
- Exposure to odors, fumes, and gases.
- Works with hand and power tools.
- Works with and around machinery having moving parts.

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Stand, walk, stoop, kneel, crouch, climb, squat, and bend.
- Push, pull, and reach overhead and above shoulders.
- Hear and speak both in person and on the telephone.

- *See well enough to read documents and operate and repair equipment.*
- *Lift and move up to 75 pounds.*

**CITY OF SANTA FE SPRINGS
LIBRARIAN II – TECHNICAL SERVICES**

Bargaining Unit: SFSEA

Job Code:

FLSA Status: Non-Exempt

Date Prepared: 10/5/21

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, promotes education and reading in the community at large; assists patrons in research and information needs; oversees the acquisition, cataloging and processing of library materials; Selects appropriate materials for the community; creates enjoyable and informative programs for library patrons and the public.

DISTINGUISHING CHARACTERISTICS:

This is the journey level class within the Librarian series. Employees within this class are distinguished from the Librarian I by performing advanced level professional library work.

SUPERVISION RECEIVED:

Receives supervision from the Librarian III.

SUPERVISION EXERCISED:

Exercises supervision over paraprofessional, clerical, or volunteer library staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Assists patrons in the use of library services and tools.
2. Accesses and retrieves information, both electronic and in print.
3. Researches and responds to technical references questions.
4. Performs and/or supervises the acquisition, cataloging and processing of all library materials.
5. Maintains the Library's integrated library system (ILS) including SirsiDynix Workflows and Enterprise.
6. Troubleshoots computer issues at the Library and the Willie Gordon Learning Center.
7. Administers the library's use of third-party vendors such as Bibliotheca and Envisionware.
8. Supervises, trains, schedules, and evaluates assigned staff members and volunteers.
9. Provides support and training to professional and paraprofessional staff on ILS functions including cataloging, acquisitions, circulation, reporting, serial control and interlibrary loan.
10. Purchases digital holdings such as databases and e-content.
11. Updates and maintains the Library's web site and ensures patron accessibility of digital holdings.
12. Designs and implements youth and adult programming focused on STEAM subjects.

C. Other Job Specific Duties:

1. Evaluates and selects materials for the Library's collection based on established selection criteria and patrons' needs.
2. Assists with library and departmental events.
3. Prepares a variety of reports; maintains records.
4. Performs related duties as required.
5. Oversees and manages selected budgets.
6. Writes, administers, and reports on grants for library programs and services.
7. Assists in planning and conducting staff meetings.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Current library theories, issues and trends.
 Research techniques, including bibliographic research.
 Principles of cataloging and organizing library materials.
 Integrated Library systems.
 Best practices in customer service and general library operations.
 Applicable Federal, state, and local laws, codes, and regulations.

English usage, spelling, grammar, and punctuation.
Modern office procedures and equipment including computers.
MS Office and specialized library applications
Grant writing practices.
Principles of supervision, training, and performance evaluation.

Ability to:

Assist patrons in the use of library services and tools.
Research and respond to technical reference questions.
Plan, organize, and conduct public programs.
Provide effective customer service, including reference and readers advisory services.
Follow written and oral instructions.
Work independently in the absence of supervision.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.
Supervise, train, and evaluate assigned staff.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- Master's degree in Library Science, Library and Information Science or related field from an American Library Association (ALA) accredited institution at time of appointment.
- Three (3) years of progressive professional library experience, that includes computer and customer service experience, at least one of which was in a public library, and at least one year in a supervisory capacity.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet.*
- *Hazards are minimal.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit and stand for extended periods of time.*
- *Walk and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

**CITY OF SANTA FE SPRINGS
FACILITY LEAD WORKER**

Bargaining Unit: SFSCEA

Job Code:

FSLA Status: Non-Exempt

Date Prepared: 10/15/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, provides lead direction, work coordination, and training, as assigned; performs a variety of the most advanced highly specialized skilled, semiskilled, and physical labor duties in the maintenance, repair, alteration and/or construction of city facilities.

SUPERVISION RECEIVED:

Receives general supervision from the Facilities Supervisor.

SUPERVISION EXERCISED:

Exercises functional and technical supervision over subordinate staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
2. Exhibits loyalty to the City and its representatives.
3. Provides courteous and timely service to the public as the ultimate employer.
4. Works cooperatively with other City employees.
5. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Operates, maintains, and performs repairs with a variety of standard and specialized equipment and tools used in the performance of skilled journey level work.
2. Lays out work; reads and interprets City facility blueprints, plans, specifications, sketches, and designs.
3. Plans and completes a variety of projects.
4. Estimates time and materials needed to complete specific jobs and projects.
5. Maintains a log of work completed, recording time and materials used.
6. Performs general and specialized construction and remodeling of buildings and other related structures.

7. Performs skilled carpentry projects in conformance with building, health, and safety codes.
8. Constructs and repairs interior/exterior walls, doors, window frames, partitions, office furniture, equipment, and wooden fixtures.
9. Repairs, replaces, and constructs roofs, ceilings, floors, tiles, etc.
10. Assists with concrete work including footing, slabs, and foundations.
11. Performs a variety of work in the electrical trade.
12. Inspects, installs, repairs, and maintains electrical receptacles, switches, controls, and lighting systems.
13. Installs, repairs, and maintains a variety of electrical systems and equipment, including conduit and duct systems, light and power circuits, and motors.
14. Performs electrical maintenance and does repairs on heating and ventilating equipment.
15. Maintains and repairs electric pumps and control mechanisms; performs electrical work in conformance with building, health, and safety codes.
16. Installs, repairs, and maintains general plumbing, and related fixtures to include water and gas pipes, fittings, gaskets, and valves in conformance with building, health, and safety standards.
17. Maintains, repairs, or replaces sinks, urinals, showers, toilets, drinking fountains, faucets, and other plumbing fixtures.
18. Installs, replaces, and repairs air, gas, water, sewer, and heating pipes, fittings, and lines.
19. Troubleshoots plumbing problems and determines appropriate course of action to resolve them.
20. Performs routine maintenance and repair duties on equipment.
21. Performs general clean-up work.
22. Requisitions supplies and orders parts and supplies.
23. Observes conditions and reports needed repairs to buildings and equipment.
24. Leads small to medium sized crews involved in the maintenance and repair of City facilities

C. Other Job Specific Duties

1. Trains workers to operate hand and power tools and equipment safely and properly.
2. Inspects and monitors work activities of subordinate personnel.
3. Promotes and demonstrates safety practices and regulations and the proper use of specialized equipment.
4. Assists with cost accounts, bids, and job walks.
5. Responds and takes appropriate action with regard to resident or staff requests.
6. Assists in directing and inspecting contract services pertaining to city facilities
7. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

- Principles of supervision lead direction, work coordination, and training.
- Practices, tools, equipment, and materials used in the care and maintenance of parks, grounds, and facilities.

- Building construction codes, practices, laws, and safety rules related to the construction and repair of facilities.
- Methods and practices of electrical installation, maintenance, and repair.
- Methods, practices, materials, tools, and equipment used in the HVAC trade.
- Practices and techniques of preventive maintenance.
- Methods and practices of plumbing and pipefitting.
- Safe work practices and procedures applicable to building trades work.
- Safe driving practices and the applicable provisions of the California Vehicle Code.
- Practices and materials used in a specialized building trade.
- Occupational hazards of the building trades.
- Customer service principles and techniques.
- Written and oral communications skills.
- Proper English spelling, grammar, and punctuation.
- Computers and software programs (e.g., Microsoft software applications) to conduct research, assess information, and/or prepare documentation.
- Principles and techniques for working with groups and fostering effective team interaction.

Ability to:

- Perform highly skilled advanced journey level work in a specialized building trade.
- Demonstrate and direct the work of facility maintenance personnel and assigned staff
Train and direct assigned staff.
- Follow written and oral instruction.
Perform mathematic calculations necessary for satisfactory job performance.
- Effectively estimate the scope of work assignments and secure the necessary tools and materials to complete assignments.
- Communicate effectively verbally and in writing.
- Maintain records and prepare reports.
Prepare cost estimates.
Work with accuracy and attention to detail.
Maintain work logs, supply, and inventory records.
- Utilize a computer, relevant software applications, and/or other equipment as assigned to perform a variety of work tasks.
- Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Five (5) years of progressively responsible experience in facility maintenance
- A valid State of California Class C Driver's license and an acceptable driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is performed indoors and outdoors.*
- *Noise level is quiet to loud.*
- *Utilizes hand and power tools.*
- *Works around machinery having moving parts.*
- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, walk, kneel, crouch, stoop, squat, climb, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Perform heavy manual labor.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate equipment.*
- *Lift and move up to 75 pounds.*

**CITY OF SANTA FE SPRINGS
MAINTENANCE WORKER II**

Bargaining Unit: SFSEA

Job Code:

FLSA Status: Non-Exempt

Date Prepared: 10/15/2021

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision by an assigned Lead Worker or Supervisor, performs a variety of street, facility, grounds, and landscape maintenance and construction tasks. This classification is the journey level class in the Maintenance Worker job series and is distinguished from the Maintenance Worker I class due to its additional years of experience and demonstrated knowledge and expertise in any one or more of the areas of streets, grounds, facilities, landscape or construction

SUPERVISION RECEIVED:

Receives general supervision from Lead Worker and Street and Grounds Supervisor

SUPERVISION EXERCISED:

Provides direction to assigned crew to gain experience in supervision and/or assigned to various divisions; exercise functional supervisor of subordinate part-time staff. Takes lead of crew on assigned tasks and projects.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

- 1.Supports the Mission of the City and its Elected and Appointed Officials.
- 2.Exhibits loyalty to the City and its representatives.
- 3.Provides courteous and timely service to the public as the ultimate employer.
- 4.Works cooperatively with other City employees.
- 5.Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Performs construction, repair, and maintenance of City's streets.
2. Plants and trims trees, flowers, shrubs, and landscaping materials.
3. Assists in the installation, development, and maintenance of parks and landscaping projects.

C. Other Job Specific Duties

1. Removes debris.
2. Operates compressor, pneumatic tools, painting machines, power-washer, chain saws, jack hammer, stump grinder and various hand and power tools in a safe manner.
3. Operates heavy equipment and machinery such as backhoe, loader, aerial truck, brush chipper and dump truck.
4. Performs concrete and asphalt repair.
5. Installs street signs, stencil legends and removes graffiti.
6. Performs chemical pesticide and herbicide applications.
7. Receive minimal instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.
8. May be assigned to assist with training of new employees, work alone or as part of a multiple staff assignment or special project and assist in the lead capacity providing direction to subordinate staff.
9. Set-up traffic control (WATCH) manual.
10. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Methods and techniques of landscaping and street maintenance.

Construction practices and techniques, of building materials and equipment and reading of blueprints and schematics.

Basic horticulture.

Applicable laws, rules, ordinances, codes and regulations.

City and departmental policies and procedures.

Operational characteristics of mechanical equipment and tools used in landscaping and street maintenance.

Traffic control.

Safe work practices and guidelines.

Ability to:

Perform heavy physical labor.

Perform skilled maintenance and repair work at a journey level with minimal to no supervisor.

Read, understand, interpret, and apply relevant laws, codes, and regulations.

Work within deadlines to complete projects and assignments.

Use and operate hand tools, mechanical equipment, and power tools and equipment required for the work in a safe and efficient manner.

Read and interpret basic maps and blueprints.

Perform manual labor.

Work safely.

Train and review work of assigned personnel in crew or on a special project.

Effective interpersonal skills, and self-initiative

Effectively organize and prioritize assigned work.

Effectively communication, both orally and in writing.

Operate and use modern office equipment.

Establish and maintain effective working relationships with other people.

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California.
- Three (3) years of progressively responsible experience in streets, facility, grounds, or landscape maintenance and construction.
- A valid State of California driver's license and an acceptable driving record.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed outdoors.*
- *Noise level is moderate to loud.*
- *Utilizes hand and power tools.*
- *Works at heights and in confined spaces.*
- *Works with and around machinery having moving parts.*

- *Occasional exposure to chemicals, fumes, gases, and odors.*

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Stand, sit, walk, bend, climb, stoop, kneel, and crouch.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 75 pounds.*

CITY OF SANTA FE SPRINGS
TRANSPORTATION MUNICIPAL SERVICES SUPERVISOR

Bargaining Unit: SFSEA

_____ Job Code:

FLSA Status: Non-Exempt
2021

Date Prepared: ~~1/1/14~~10-5-

Disclaimer: *Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general ~~supervision~~direction, manages, oversees, and ~~supervises~~ supports the day-to-day functions and operations of the Municipal Services Division (-Streets & Grounds, Facilities, Fleet, ~~transportation~~Transportation and Signals & Street Lighting Sections) of the Public Works ~~department~~Department.

SUPERVISION RECEIVED:

Receives general ~~supervision~~direction from the ~~Assistant to the City Manager~~Municipal Services Manager.

SUPERVISION EXERCISED:

Exercises direct supervision over subordinate supervisory, technical, and clerical staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the City and its Elected and Appointed Officials.
Exhibits loyalty to the City and its representatives.
2. Provides courteous and timely service to the public as the ultimate employer.
3. Works cooperatively with other City employees.
4. Exhibits integrity and displays ethical behavior.

B. Essential Job Specific Duties:

1. Monitors transit services provided under contract; schedules daily routes.

2. Supervises staff assigned to the ~~City's Metrolink Express and shuttle~~ van transportation -operations; schedules drivers for programs, trips, and routes.
3. Establishes and oversees adherence to safety and performance standards.
4. Monitors drivers' training schedules and ensures required qualifications are met.

C. Other Job Specific Duties

1. Maintains ridership data and prepares statistical reports for the purpose of forecasting needs and projecting trends.

2. Develops route surveys and performs route planning and scheduling.

3. Prepares reports of CRM/iworks

2-4. Prepare invoices for contract Cities traffic and lighting work.

3-5. Develops budget and seeks financial resources for both capital and program costs; ~~prepares invoices for approval.~~ Prepare, process, oversee, and manage invoices and requisitions for maintenance operations.

4-6. Assures compliance with all federal, state, and county regulatory requirements.

5-7. Maintains records and files.

6-8. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the jobs essential duties and responsibilities.

Knowledge of:

Modern principles, practices, and techniques of public transit utility operations and activities.

Federal, state, and local laws, codes, and regulations affecting public transportation.

Techniques of effective recordkeeping and report writing.

Budget development, preparation, and administration.

Transportation scheduling software.

Departmental policies and procedures.

Contract administration.

Safety standards and regulations.

Principles of supervision, training, and performance evaluation.

Modern office procedures and equipment including computers.

Word processing and other related software applications.

Ability to:

Manage transit operations.

Manage equipment and operators to meet service demands and requirements.

Plan and schedule routes and drivers.

Prepare reports; maintain records.

Supervise, train, and evaluate assigned staff.

Communicate effectively verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships with other people.

Prepare and process invoices and requisitions to support maintenance operations

EDUCATION AND EXPERIENCE:

The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position. A typical way to obtain these would be:

- High School Diploma or an equivalent certificate or diploma recognized by the State of California supplemented by two (2) years college coursework with emphasis in public administration, business administration, transportation, marketing, or a related field. Bachelors degree preferred.
- Three (3) years related experience in public works or closely related field, plus three (3) years; experience in public transit preferred. 1 year supervisory experience.
- A valid State of California driver's license and an acceptable driving record.
~~A current DMV (H-6) printout, dated within the last 30 days, must be submitted with application packet.~~

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- Work is primarily performed indoors.
- Noise level is quiet to moderate.
- Hazards are minimal.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- Sit for extended periods of time.

- *Stand, sit, walk, and bend.*
- *Push, pull, and reach overhead and above shoulders.*
- *Hear and speak both in person and on the telephone.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18A

October 5, 2021

PRESENTATION

Proclamation-Proclaiming October 23-31, 2021 as "Red Ribbon Week"

RECOMMENDATION

The Mayor may wish to call upon Rick Brown, Family & Youth Intervention Supervisor, to discuss this year's Red Ribbon Campaign activities.

BACKGROUND

The Red Ribbon Campaign is held annually to educate families on living healthy drug-free lifestyles. The residential and business communities along with the City and local school districts work together to promote their commitment to a drug-free community. National Red Ribbon Week is observed and celebrated October 23rd through 31st and this year's theme is "Drug Free Looks Like Me".

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

Raymond R. Cruz
City Manager

Attachment(s):

"Red Ribbon Week" Proclamation

Red Ribbon Week Proclamation

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides; and

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for drugs; and

WHEREAS, the Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug free lifestyles, without illegal drugs or the illegal use of legal drugs; and

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during the month of October; and

WHEREAS, the residential and business communities along with local schools will come together to demonstrate their commitment to drug-free communities and neighborhoods.

NOW, THEREFORE, I, John M. Mora, MAYOR OF THE CITY OF SANTA FE SPRINGS, do hereby proclaim the week of October 23rd thru October 31st, 2021 as

"RED RIBBON WEEK"

in the City of Santa Fe Springs and encourage all citizens to participate in drug prevention education programs and activities.

Dated this 5th day of October, 2021.

John M. Mora, MAYOR

ATTEST:

Janet Martinez, CITY CLERK



PRESENTATION

Proclaiming the Month of October 2021 as "National Community Planning Month."

RECOMMENDATION

- Proclaim the month of October 2021 as "National Community Planning Month" in Santa Fe Springs.

BACKGROUND

Each year the American Planning Association, its members, chapters, divisions and professional institute sponsor National Community Planning Month to raise visibility of the important role of planners and planning in communities across the United States. It is also a way to celebrate the benefits of planning within our communities.

The way a community is planned, from land development, transportation options, or community design, impacts the individual's living there. Planners, working with policy makers, public health professionals, environmental health scientists, transportation engineers, educators and other community members, can work to create healthier communities, eliminating adverse conditions and building better places for everyone within our Santa Fe Springs community.

As a way to celebrate the benefits of planning within our communities, the planning department staff is recommending that the City Council proclaim the month of October 2021 as "National Community Planning Month" in Santa Fe Springs.

Raymond R. Cruz
City Manager

Attachments:
Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of Planning Commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Santa Fe Springs; and

WHEREAS, we recognize the many valuable contributions made by the Planning Department of the City of Santa Fe Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs, hereby proclaim the month of October 2021 as

“National Community Planning Month”

Adopted this 5th day of October, 2021.

John M. Mora, MAYOR

ATTEST:

Janet Martinez, CMC, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 18C

October 5, 2021

PRESENTATION

Presentation from Rio Hondo College President Teresa Dreyfuss – State of the College

RECOMMENDATION:

The Mayor may wish to call upon Rio Hondo President Teresa Dreyfuss.

BACKGROUND

Rio Hondo College President, Teresa Dreyfuss will be making a brief presentation on the State of College, sharing the recent accomplishments on campus.

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. 20

October 5, 2021

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Rodriguez
Youth Leadership Committee	1	Trujillo

Applications Received: None

Recent Actions: None

Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Beautification and Historical* (*pending name change)

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION AND HISTORICAL ADVISORY COMMITTEE*

*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placencia Irma Huitron Vacant	
Zamora	Annette Ramirez Vacant Vacant Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Vacant	
Rodriguez	Vacant Sally Gaitan Mark Scoggins Vacant	
Trujillo	Jacqueline Martinez Kay Gomez Vacant Merrie Hathaway	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
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Mora	Martha Villanueva* Vacant Miriam Herrera	
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Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
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Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
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Rodriguez	Shamsher Bhandari Elena Lopez Hilda Zamora	
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Trujillo	Dolores Romero Laurie Rios* Bonnie Fox	
-----------------	--	--

Organizational Representatives: (Up to 5)	Nancy Stowe Evelyn Castro-Guillen Elvia Torres (SPIRITT Family Services)	
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**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

Committee Representatives

Family and Human Services Committee
Beautification and Historical Committee
Planning Commission
Chamber of Commerce

Vacant
Sally Gaitan
Gabriel Jimenez
Debbie Baker

Council/Staff Representatives

Council Liaison
Council Alternate
City Manager
Director of Community Services
Director of Planning

Annette Rodriguez
Vacant
Ray Cruz
Maricela Balderas
Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant Vacant Vacant	
Sarno	Kenneth Arnold Mary Anderson Jeannette Lizarraga Vacant Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Trujillo	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger Vacant	

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY		NAME
Mora		Ken Arnold
Sarno		Johnny Hernandez
Rodriguez		Francis Carbajal*
Trujillo		William K. Rounds
Zamora		Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	Vacant	
	Vacant	
	Vacant	
Zamora	Vacant	
	Elena Lopez Armendariz	
	Josefina Lara	
	Vacant	
	Vacant	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
Trujillo	Dolores Duran	
	Vacant	
	Vacant	
	Vacant	
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva*	
	Doris Yarwood	
	Laurie Rios*	
	Peggy Radoumis	
	Francis Carbajal*	
Zamora	Vacant	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Sarno	Manny Zevallos	
	Vacant	
	Jacqueline Martinez	
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	
	Shamsher Bhandari	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Charlotte Zevallos	
	Andrea Lopez	
	Vacant	
	Marcella Obregon	
	Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Mora	Bryan Collins
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
Zamora	Joseph Casillas Vacant Vacant Vacant	
Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez Angelique Duque Felix Miranda Jr. Vacant	
Trujillo	Vacant Isaac Aguilar Andrew Bojorquez Alan Avalos	