



AGENDA

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

July 18, 2023
6:00 P.M.

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

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

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

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

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

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

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

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

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

City of Santa Fe Springs

Regular Meetings

July 18, 2023

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **INTRODUCTIONS**

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

- a. [Minutes of the June 20, 2023 Public Financing Authority Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. **CONSENT AGENDA**

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

- a. [Minutes of the June 20, 2023 Water Utility Authority Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

8. CONSENT AGENDA

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

[Minutes of the June 6 and 20, 2023 Housing Successor Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

9. CONSENT AGENDA

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

[Minutes of the June 6 and 20, 2023 Successor Agency Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

10. CONSENT AGENDA

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

- a. [Minutes of the June 6, 7, 16, and 20, 2023 Special and Regular City Council Meetings \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

- b. [Second Reading and Adoption of Ordinance No. 1130 Amending Chapter 32 of Title III of the Santa Fe Springs Municipal Code relating to City Commissions and Committees \(Community Services\)](#)

Recommendation:

- Adopt Ordinance No. 1130, an ordinance of the City of Santa Fe Springs amending Sections 32.33 and 32.34 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to City Commissions and Committees.

- c. [Approval of Vending Machine Agreement between City of Santa Fe Springs and T&L Vending \(Community Services\)](#)

Recommendation:

- Approve a three-year Vending Machine Agreement with T&L Vending for the Operation of the Vending Machines; and
- Authorize the Mayor to execute the Vending Machine Agreement with T&L Vending.

d. [Approval of Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy \(Community Services\)](#)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy;
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy, DBA Matt Leinart Flag Football.

e. [Fire Station Bay Doors Replacement – Authorize to Advertise \(Fire\)](#)

Recommendation:

- Approve the scope of work.
- Authorize the Department of Fire-Rescue to advertise for door replacement bids.

f. [City Hall Roof Replacement – Award of Contract \(Public Works\)](#)

Recommendation:

- Appropriate \$1,290,000.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the City Hall Roof Replacement (PW 220005);
- Accept the bids; and
- Award a contract Best Contracting Services, Inc., of Gardena, California, in the amount of \$1,512,816.00.

g. [On-Call Transportation Services for Bussing with A&D – Contract Renewal \(Public Works\)](#)

Recommendation:

- Approve the agreement with A&D Transportation L.P., of Santa Fe Springs, California, to provide On-Call Transportation Services; and
- Authorize the Mayor to execute the agreement on behalf of the City.

h. [Proposition A Discretionary Incentive Grant Program for Data Sharing – Approval of MOU with Metro \(Public Works\)](#)

Recommendation:

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

i. [City of Irwindale Agreement for Traffic Signal Maintenance Services \(Public Works\)](#)

Recommendation:

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

j. [Approve of Parcel Map No.082433 – 9920 Pioneer Boulevard \(Public Works\)](#)

Recommendation:

- Approve Parcel Map No. 082433;

- Find that Parcel Map No. 082433 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 082433.

k. [California Highway Patrol \(CHP\) – Request for Approval of Traffic Control Plans for National Night Out \(NNO\) 2023 \(Police Services\)](#)

Recommendation:

- Approve the traffic control plans prepared for the closure of several City streets in the immediate vicinity of the California Highway Patrol located on Orr and Day Road for the detouring of traffic for the 2023 National Night Out Event to be held on Saturday, August 5, 2023.

l. [Award to Ford of Long Beach for the Purchase of One \(1\) New 2023 Ford F-150 Truck \(Finance\)](#)

Recommendation:

- Accept the bids; and
- Award the order to Ford of Long Beach for one (1) New 2023 Ford F-150 truck; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$41,911.40 to Ford of Long Beach.

m. [Purchase of One \(1\) 2024 New/Unused Chevrolet Trax from Gilmar Automotive Group \(Finance\)](#)

Recommendation:

- Accept the bids;
- Appropriate \$7,195.03 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$25,567.40.

n. [Award an Order to Swarco-McCain Inc. for the Purchase of Traffic Signal Cabinets \(Finance\)](#)

Recommendation:

- Award an order to Swarco-McCain Inc. for the purchase of traffic signal cabinets; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$61,986.08 to Swarco-McCain Inc.

o. [Award to S & J Supply Co. for the Purchase of Industrial Fire Hydrants \(Finance\)](#)

Recommendation:

- Award to S & J Supply Co. for the purchase of industrial fire hydrants; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$60,028.02 to S & J Supply Co.

PUBLIC HEARING

11. [Resolution No. 9875 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 \(Hawkins Street and Palm Drive\) FY 2023/24 \(Public Works\)](#)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9875 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2023/24.

PUBLIC HEARING

12. [Resolution No. 9876 - Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 \(FY 2023/24\) \(Public Works\)](#)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9876 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2023/24.

PUBLIC HEARING

13. [Resolution No. 9871 – Approving the Issuance by the California Municipal Finance Authority \(the “CMFA”\) qualified 501\(c\)\(3\) bonds in an aggregate principal amount not to exceed \\$55,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Citrus Court Apartments and certain other matters relating thereto \(Planning\)](#)

Recommendation:

- Open the public hearing, receive the staff report and any comments from the public regarding the proposed issuance of qualified 501(c)(3) bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$55,000,000, (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 138-unit multi-family rental housing project, generally known as Citrus Court Apartments, located at 8121 Broadway Avenue, Whittier, California (the “Project”)
- Conduct the Public Hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), and as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”).

- Adopt Resolution No. 9871, approving the issuance of the Bonds by the CMFA for the benefit of Citrus Whittier LLC, with Affordable Housing Alliance II, Inc., dba Integrity Housing as the sole member (the “Borrower”) which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), to provide for the financing of the Project, such adoption is solely to satisfy the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).
- Authorize the Mayor and or designee to execute any and all documents deemed necessary or advisable to carry out, give effect to, and comply with the terms and intent of Resolution No. 9871 and the financing approved hereby.

PUBLIC HEARING

14. [Resolution No. 9874 – Approval of Programs/Projects Proposed for Funding During FY 2023/2024 Under the City’s Community Development Block Grant \(CDBG\) Cooperation Agreement with the County of Los Angeles \(City Manager\)](#)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9874; and
- Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

PUBLIC HEARING

15. [Confirmation of 2022/23 Weed Abatement Charges \(City Clerk\)](#)

Recommendation:

- Open the Public Hearing
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Confirm the charges listed in the Los Angeles County Agricultural Commissioner’s 2022/23 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

NEW BUSINESS

16. [City Manager Employment Agreement with René Bobadilla \(City Attorney\)](#)

Recommendation:

- Approve and authorize the Mayor to execute the Employment Agreement between the City of Santa Fe Springs and René Bobadilla.

17. [Presentation by Consultant AECOM on the Objective Development Standards Project, which will be integrated into the Targeted Zoning Ordinance Updates Project \(Planning\)](#)

Recommendation:

- Receive the project presentation from AECOM, provide feedback as desired, and thereafter file the report.

18. [Little Lake School District Pioneer Blvd. Frontage Road Improvement – Approval of Cost Sharing Memorandum of Understanding \(Public Works\)](#)

Recommendation:

- Approve Memorandum of Understanding with Little Lake School District;
- Authorize the Mayor to execute Memorandum of Understanding;
- Approve adding the Pioneer Blvd Frontage Road Improvement 2023 Project to the Capital Improvement Plan; and
- Appropriate \$61,525.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Pioneer Blvd Frontage Road Improvement Project.

19. **PRESENTATIONS**

- [Presentation from State Senator Bob Archuleta](#)
- [Recognition of the 2023 Beautification Award Recipients \(Community Services\)](#)
- [Introduction of New Employee, Jose Larios, Associate Civil Engineer \(Public Works\)](#)
- [Every 15 Minutes Program – St. Paul High School \(Police Services\)](#)

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

21. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

22. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

23. **COUNCIL COMMENTS/ AB1234 COUNCIL CONFERENCE REPORTING**

24. **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

07/14/2023
Date Posted

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



CONSENT AGENDA

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

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 6/30/2023

None

Outstanding principal at 6/30/2023

\$37,857,128

Bond Repayment

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

Unspent Bond Proceeds

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

2016 Bond Refunding

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

2017 Bond Refunding

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

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

Tom Hatch
Interim City Manager/Executive Director

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



CONSENT AGENDA

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

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 6/30/2023

None

Outstanding principal at 6/30/2023

\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 6/30/2023

None

Outstanding principal at 6/30/2023

\$610,000

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

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

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

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

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

Tom Hatch

Interim City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

July 18, 2023

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

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

Water Utility SCADA Programming And Maintenance Update

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

The Request for Proposal to bring in a qualified firm to assist the Water Utility Authority in meeting its normal SCADA operational and maintenance needs is currently advertised.

Water Well No. 2 Status Update

On July 20, 2021, the City Council approved awarding the contract to General Pump Company Inc. to assess Water Well No. 2. The contractor completed the initial assessment and has submitted to the City their final report, which confirmed one contaminant, and provided two scenarios for treatment.

The Request for Proposal for the engineering design of a temporary water treatment system for Water Well No. 2, to reduce the initial cost of bringing the water well back into service, is currently advertised.

Water Well No. 12 Status Update

Drilled and constructed in August of 2012, the water produced by Water Well No. 12 has not met State and Federal drinking water standards due to various contaminants. The well has been evaluated several times over the last several years with no decision to implement treatment.

The Request for Proposal to assess Water Well No. 12 and prepare technical specifications to aid in the design of a treatment system is currently advertised.

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

Tom Hatch
Interim City Manager/Executive Director

Attachments:

None

Report Submitted By: Yvette Kirrin
Interim Director of Public Works

Date of Report: July 13, 2023

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

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



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10A

July 18, 2023

CONSENT AGENDA

Minutes of the June 6, 7, 16, and 20, 2023 Special and Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of June 6, 2023
- Special City Council Meeting of June 7, 2023
- Special City Council Meeting of June 16, 2023
- Special City Council Meeting of June 20, 2023
- Regular City Council Meeting of June 20, 2023

Staff hereby submits the minutes for Council's approval.

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

Tom Hatch
Interim City Manager

Attachment:

1. June 6, 2023 Regular Meeting Minutes
2. June 7, 2023 Special Meeting Minutes
3. June 16, 2023 Special Meeting Minutes
4. June 20, 2023 Special Meeting Minutes
5. June 20, 2023 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

June 6, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 6:00 p.m., and introduced Laila Rivera, 4th grade student from Santa Fe Springs Christian School as the "Mayor for the Day".

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Invocation was led by Cindy Jarvis

4. **PLEDGE OF ALLEGIANCE**

Heart & Hustle Baseball Team led the Pledge of Allegiance.

5. **INTRODUCTIONS**

Chamber of Commerce CEO Kathie Fink, and Starbucks Store Manager Daniel O' Marah.

Mayor Martin requested Item No. 11 be considered after Item No. 5.

11. **PRESENTATIONS**

- a. Introduction of the 2023 Memorial Scholarship Program Recipients and Chamber of Commerce Youth Enrichment Fund Destiny Scholarships Recipients (City Manager)
- b. Recognition of 2023 SFS Art Fest Sponsors and Volunteers (Community Services)
- c. Fire Department's 65th Anniversary (Fire)

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 May 2, 2023 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None
Absent: None

SUCCESSOR AGENCY

7. CONSENT AGENDA

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

Minutes of the May 2, 2023 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

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 May 2, 2023 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Approval of Batting Cage Facility Concession Agreement (Community Services)

Recommendation:

- Authorize the Mayor to execute the Concession Agreement with Henry Hernandez for the Operation of the Batting Cage Facility located at Little Lake Park.

- c. Approval of Agreement between City of Santa Fe Springs and the Boys and Girls Club of Whittier for College Bound Program (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute and sign the Agreement between the City of Santa Fe Springs and the Boys and Girls Club of Whittier to offer a College Bound Program.

- d. Approval of In-kind Services Agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for Fiscal Year (FY) 2023-24 for Congregate Senior Meal Program (Community Services)

Recommendation:

- Approve In-kind services agreement between the City of Santa Fe Springs and Southeast Area Social Services Funding Authority (SASSFA) for FY 2023-2024; and
- Authorize the Mayor to execute the In-kind services agreement.

- e. Exemplary Performance of Active Network Vendor Agreement (Community Services)

Recommendation:

- Continue the services with Active Network for Recreation Management Software subject to periodic review by Community Services staff.

- f. Approval of Code of Conduct for Community Services City Facilities, Parks and Programs (Community Services)

Recommendation:

- Authorize the Director of Community Services to adopt the Code of Conduct Administrative Policy for Community Services City Facilities, Parks and Programs in the City of Santa Fe Springs.

- g. Adoption of the City's Fiscal Year 2023-24 Investment Policy (Finance)

Recommendation:

- Adopt the Investment Policy for fiscal year 2023-24.

- h. Resolution No. 9870 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2023-24 (Finance)

Recommendation:

- Adopt Resolution No. 9870 setting the appropriation limit for Fiscal Year 2023-24.

- i. Introduction of Ordinance No. 1129 Repealing and Replacing Sections 53.45 to 53.52 of Chapter 53 of Title V of the Santa Fe Springs Municipal Code Relating to Cross-Connection Control Devices (Public Works)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1129:
AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
REPEALING AND REPLACING SECTIONS 53.45 TO 53.52 OF
CHAPTER 53 OF TITLE V OF THE CODE OF SANTA FE SPRINGS
RELATING TO CROSS-CONNECTION CONTROL DEVICES.

- j. Resolution Nos. 9866 and 9867 – Approval of Engineer's Report (Fiscal Year 2023/24) in Conjunction with Annual Levy of Assessment for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) (Public Works)

Recommendation:

- Adopt Resolution No. 9866, approving the Engineer's Report (Fiscal Year 2023/24) in conjunction with the annual levy of assessments for the Heritage Springs Assessment District No. 2001-01; and
- Adopt Resolution No. 9867 declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Heritage Springs Assessment District No. 2001-01, and setting the public hearing for the Council meeting of July 18, 2023.

- k. Resolution Nos. 9868 and 9869 – Approval of Engineer's Report (Fiscal Year 2023/24) in Conjunction with Annual Levy of Assessments for Street Lighting District No. 1 (Public Works)

Recommendation:

- Adopt Resolution No. 9868, approving the Engineer's Report (Fiscal Year 2023/24) in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- Adopt Resolution No. 9869, declaring the City of Santa Fe Springs' intention to provide for an annual levy and collection of assessments for Lighting District No. 1, and setting the public hearing for the Council meeting of July 18, 2023.

I. Municipal Services Yard Warehouse and Administration Office Roof Replacement – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment (less 5% Retention) to Four Seasons Roofing Inc. of Montebello, California in the amount of \$270,191.36 for the subject project.

m. On-Call Professional Engineering Services for the Designs of Commercial Street Improvement Shoemaker Avenue and Broadway Avenue – Approval of Task Orders (Public Works)

Recommendation:

- Accept the Request For Quotes (RFQ's);
- Approve Task Order No. 1 to BKF Engineers for the Design of Commercial Street Improvement Shoemaker Ave in the amount of \$54,574.00;
- Approve Task Order No. 24 to Onward Engineering for the Design of Commercial Street Improvement Broadway Ave in the amount of \$46,825.00;
- Authorize the Interim Director of Public Works to execute two Task Orders for On-Call Professional Engineering Services with BKF Engineers and Onward Engineering.

n. Authorization to Bid a New/Unused Ford Escape Hybrid for the Department of Fire-Rescue Fire and Environmental Safety Inspector (Fire)

Recommendation:

- Authorize the Director of Purchasing Services to solicit bids on behalf of the Department of Fire/Rescue for (1) new Ford Escape Hybrid to replace a City vehicle that was a total loss following an accident on April 26, 2023.

o. Award to Regency Lighting for the Purchase of LED Roadway Street Lighting Fixtures (Finance)

Recommendation:

- Award to Regency Lighting for the purchase of LED roadway street lighting fixtures; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$669,375.91 to Regency Lighting.

p. Fire Station Headquarters Roof Replacement – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve adding the Fire Station Headquarters Roof Replacement Project

- to the Capital Improvement Plan;
- Appropriate \$1,449,000 from the Capital Improvement Plan / Utility Users Tax (UUT) Fund to the Fire Station Headquarters Roof Replacement Project;
- Approve the Specifications; and
- Authorize the Interim City Engineer to advertise for construction bids.

q. Adopt Resolution No. 9863 Approving the Zero Emission Bus Rollout Plan (Public Works)

Recommendation:

- Adopt Resolution No. 9863.

r. Approval of Side Letter #1 (Certification Pay) to the 2021-2024 Memorandum of Understanding Between the City of Santa Fe Springs and the Santa Fe Springs Employees Association (SFSEA) (Finance/HR)

Recommendation:

- Approve side letter #1 (Certification Pay) to the 2021-2024 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Employees Association (SFSEA).

It was moved by Councilmember Rounds, seconded by Councilmember Zamora, to approve Items 8A through 8R, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

NEW BUSINESS

9. Introduction and Discussion of City's Proposed Fiscal Year 2023-24 Budget (Finance)

Recommendation:

- Provide staff direction regarding revenue and expenditure matters included in the fiscal year 2023-24 proposed budget.

Interim City Manager, Tom Hatch introduced Director of Finance and Administrative Services, Travis Hickey, to provide a report on Item No. 9. He briefly touched on the City's economic outlook, and highlighted some of the main components in the proposed budget. He also spoke about the General Fund and the proposed position adjustments.

Mayor Pro Tem Sarno asked about the timing for replacing certain vehicles.

Director Hickey stated that the order window is small and the City is being proactive by appropriating money for vehicles that staff foresees will need to be replaced within the next fiscal year. Lastly, he touched on details pertaining to the Water Utility Fund.

Councilmember Rodriguez asked about purchasing and installing infant changing tables at Heritage Park.

Interim City Manager Hatch stated that funds were being used from the current fiscal year to achieve that goal.

10. City Clerk's Office Renovation – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Specifications for the City Clerk's Office Renovation project; and
- Authorize the City Engineer to advertise for construction bids.

Interim Director of Public Works, Yvette Kirrin provided a brief presentation on Item No. 10.

It was moved by Councilmember Rodriguez, seconded by Councilmember Rounds, to approve the specification for the City Clerk's Office Renovation project, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

11. PRESENTATIONS

- Introduction of the 2023 Memorial Scholarship Program Recipients and Chamber of Commerce Youth Enrichment Fund Destiny Scholarships Recipients (City Manager)
- Recognition of 2023 SFS Art Fest Sponsors and Volunteers (Community Services)
- Fire Department's 65th Anniversary (Fire)

12. PUBLIC COMMENTS

The following members of the public were present to make a comment: Bruce Crow, Lee Squire, and Lisette Gonzalez. Alicia Lara submitted a public comment via email.

13. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- Director of Community Services, Maricela Balderas spoke about the In-Services Staff Training, Hawaiian Luau Dance, and Father's Day Event. She also provided information on the Southeast Los Angeles Senior Ball, the California Library Association Conference, and the First Friday: Island Inspiration event at the library.
- Director of Finance and Administration, Travis Hickey spoke about the Human Resources Training and Development offerings and workshops. He also spoke about the newly updated City websites.
- Fire Chief, Chad Van Meeteren spoke about the Station Tour and Ladder Demonstration at one of the City Fire Stations. He also spoke about a show-and-tell event at Ada S. Nelson Elementary School.
- Director of Police Services, Dino Torres spoke staff participating at the annual Whittier Police Department Open House and attending the Public Safety Trainings. Lastly, he promoted the first Community Block Party of the year schedule for Saturday, June 17th.
- Director of Planning, Wayne Morrell provided an update on his trip to ICSC (International Council of Shopping Centers).
- Interim Director of Public Works, Yvette Kirrin provided project updates for the Residential Street Improvements Project, the Rosecrans Marquardt Grade Separation, the Los Nietos Parking Lot Improvements, and other projects around the City.

14. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Rounds appointed Paul and Yoko Nakamura to the Senior Advisory Committee.

15. COUNCIL COMMENTS

Councilmember Rodriguez thanked staff for going above and beyond to service the residents. She also reported attending Contract Cities Annual Municipal Seminar in Indian Wells with the rest of Council that included seminars that ranged in topics from homelessness to health and wellness. She thanked the Women's Club for contributing to City events, and also spoke attending the scholarship award ceremony for Santa Fe High School.

Councilmember Rounds spoke about attending Contract Cities Annual Municipal Seminar in Indian Wells and acknowledged the children that attended the Council meeting for being an integral part of the community.

Councilmember Zamora thanked the Mayor for the Day Rivera and also spoke about the many offerings the City has during the summer. He also spoke about attending Contract Cities Annual Municipal Seminar in Indian Wells, and extended his thanks to staff.

Mayor Pro Tem Sarno thanked Mayor for the Day Rivera and also thanked the Finance Department for creating a comprehensive budget. He wished everyone in attendance a Happy Father's Day, and also spoke about attending Contract Cities Annual Municipal Seminar in Indian Wells

Mayor Martin spoke about attending Contract Cities Annual Municipal Seminar in Indian Wells and thanked Mayor for the Day Rivera for leading the meeting. She promoted the Meet the Mayor event and also thanked everyone for attending the Council Meeting.

16. ADJOURNMENT

Mayor Martin and Mayor for the Day Rivera adjourned the meeting at 8:07 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 7, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 8:47 a.m.

2. **ROLL CALL**

Members present: Councilmembers: Rodriguez, Rounds, Zamora, Mayor Pro Tem Sarno, and Mayor Martin

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

CITY COUNCIL

CLOSED SESSION

4. **PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957)

TITLE: City Manager

Mayor Martin recessed the meeting at 8:47 p.m.

Mayor Martin convened the meeting at 12:58 p.m.

5. **CLOSED SESSION REPORT**

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

6. **ADJOURNMENT**

Mayor Martin adjourned the meeting at 12:58 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 16, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 3:19 p.m.

2. **ROLL CALL**

Members present: Councilmembers: Rodriguez, Rounds, Zamora (via teleconference), Mayor Pro Tem Sarno (via teleconference), and Mayor Martin

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

CITY COUNCIL

CLOSED SESSION

4. **PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957)

TITLE: City Manager

Mayor Martin recessed the meeting at 3:20 p.m.

Mayor Martin convened the meeting at 4:14 p.m.

5. **CLOSED SESSION REPORT**

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

6. **ADJOURNMENT**

Mayor Martin adjourned the meeting at 4:14 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

June 20, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 5:01 p.m.

2. **ROLL CALL**

Members present: Councilmembers: Rodriguez, Rounds, Zamora, Mayor Pro Tem Sarno, and Mayor Martin

Members absent: None

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

CITY COUNCIL

CLOSED SESSION

4. **PUBLIC EMPLOYMENT**

(Pursuant to California Government Code Section 54957)

TITLE: City Manager

CLOSED SESSION

5. **CONFERENCE WITH LABOR NEGOTIATIONS**

Agency Designated Representatives: City Manager

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

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

Mayor Martin convened the meeting at 5:22 p.m.

6. **CLOSED SESSION REPORT**

City Attorney, Ivy M. Tsai provided a closed session report: On a motion made by Councilmember Rounds, seconded by Mayor Martin, the City Council voted unanimously to appoint Rene Bobadilla as the next City Manager. Direction was given to staff to bring back an employment agreement for approval at the July 18 City Council meeting.

7. **ADJOURNMENT**

Mayor Martin adjourned the meeting at 5:23 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

June 20, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Mayor Pro Tem Sarno led the invocation.

4. **PLEDGE OF ALLEGIANCE**

The Youth Leadership Advisory Committee led the pledge of allegiance.

5. **INTRODUCTIONS**

Mayor Martin announced that Rene Bobadilla was selected to become the next City Manager of the City of Santa Fe Springs. She also introduced Kathy Fink, Chamber of Commerce CEO.

PUBLIC FINANCING AUTHORITY

6. **CONSENT AGENDA**

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

- a. Minutes of the May 16, 2023 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

WATER UTILITY AUTHORITY

7. CONSENT AGENDA

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

- a. Minutes of the May 16, 2023 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Receive and file the report.

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

Recommendation:

- Receive and file the report.

- d. On-call Supervisory Control and Data Acquisition (SCADA) Programing and Maintenance – Issue Request for Proposal (Public Works)

Recommendation:

- Authorize the Interim Director of Public Works to issue a Request for Proposal for On-call SCADA Programing and Maintenance.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

NEW BUSINESS

8. Water Well No. 2 – Engineering Design Services for a Temporary Water Treatment System and Pump and Motor Equipment – Authorization Request for Issuance of a Request for Proposal (Public Works)

Recommendation:

- Authorize the Interim Director of Public Works to issue a Request for Proposal for Engineering Design Services for a Temporary Water Treatment System and Pump and Motor Equipment for Water Well No. 2.

Interim Director of Public Works, Yvette Kirrin provided a brief presentation on Item No. 8.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Rodriguez, to authorize the Interim Director of Public Works to issue a Request for Proposal for Engineering Design Services for a Temporary Water Treatment System and Pump and Motor Equipment for Water Well No. 2, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

9. Water Well No. 12 Assessment – Issue Request for Proposal (Public Works)

Recommendation:

- Authorize the Interim Director of Public Works to issue a Request for Proposal for Water Well No. 12 Assessment.

Interim Director of Public Works, Yvette Kirrin provided a brief presentation on Item No. 9.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to authorize the Interim Director of Public Works to issue a Request for Proposal for Proposal for Water Well No. 12 Assessment, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

HOUSING SUCCESSOR

10. **CONSENT AGENDA**

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

Minutes of the May 16, 2023 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

SUCCESSOR AGENCY

11. **CONSENT AGENDA**

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

Minutes of the May 16, 2023 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

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

Nayes: None

Absent: None

CITY COUNCIL

12. 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 May 16 and May 30, 2023 Special and Regular City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Approve an Amendment to the CliftonLarsonAllen, LLP Professional Services Agreement to Exercise the Two-Year Optional Extension for Auditing the Financial Statements for the Fiscal Years 2022-23 and 2023-24 (Finance)

Recommendation:

- Authorize the Mayor to execute an amendment to the professional services agreement with the firm of CliftonLarsonAllen, LLP to perform the City's annual independent financial audit for the fiscal years 2022-23 and 2023-24.

- c. Award to Regency Lighting for the Purchase of Power Pedestals (Finance)

Recommendation:

- Award to Regency Lighting for the purchase of power pedestals; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$50,602.37 to Myers Power Products, Inc.

- d. Award an Order to Swarco McCain Inc. for the Purchase of Traffic Signal Cabinets (Finance)

Recommendation:

- Award an order to Swarco McCain Inc. for the purchase of traffic signal cabinets; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$41,401.04 to Swarco McCain Inc.

- e. Authorize the Disposal of Surplus and Obsolete Equipment by Way of Public Auction (Finance)

Recommendation:

- Declare the below equipment surplus; and authorize their disposal by way of public auction.

- f. Request Approval to Sell a 2006 Pierce Dash 100' Platform Fire Truck to Brindlee Mountain Fire Apparatus (Fire)

Recommendation:

- Authorize the Director of Finance and Administrative Services to sell a 2006 Pierce Dash 100' Platform Fire Truck to Brindlee Mountain Fire Apparatus for \$155,000.

- g. Reorganization and Modernization of the Safe Neighborhood Team (SNT)/Residential Emergency and Disaster (READI) Program (Police Services)

Recommendation:

- Approve the reorganization and modernization of the Safe Neighborhood Team (SNT)/Residential Emergency and Disaster (READI) program and dissolve the existing SNT/READI committee and bylaws.

- h. 2022 General Plan Housing Element Annual Progress Report (Planning)

Recommendation:

- Find and determine that the Annual Progress Report is exempt from The California Environmental Quality Act (CEQA), pursuant to Section 15061(b) (3). The 2022 Annual Report was assessed in accordance with the authority and criteria contained in CEQA and the State CEQA Guidelines. It can be seen with certainty that there is no possibility that the report may have a significant effect on the environment. The report does not authorize construction and any future development proposed pursuant to the programs in the City's Housing Element will require separate environmental analysis when details of those proposals are known.
- Authorize staff to forward the 2022 General Plan Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

- i. Residential Concrete Improvements – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to CT&T Concrete Paving Inc. of Diamond Bar, California, for \$470,638.80 (Less 5% Retention) for the subject project.

- j. Resolution No. 9864 – Adopt Residential Streets Improvements South Florence Avenue (Triangle) and Longworth Ave (Orr & Day Road to Harvest Ave) Project for Road Repair and Accountability Act of 2017 Funds (Fiscal Year 2023/24) (Public Works)

Recommendation:

- Adopt Resolution No. 9864 approving the Residential Streets Improvements South Florence Avenue Project to be partially funded by SB1, the Road Repair and Accountability Act;
- Authorize the Interim Director of Public Works to submit an application to the California Transportation Commission for the allocation of Road Maintenance and Rehabilitation Account (SB1) funds to the Residential Streets Improvements South Florence Avenue Project.

- k. Betty Wilson Center Roof Replacement – Final Payment (Public Works)

Recommendation:

- Approve the Final Payment to Chapman Coast Roofing Inc. of Fullerton, California in the amount of \$99,413.00 (less 5% Retention) for the subject project.

l. Little Lake Park Parking Lot Improvements – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

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

m. Update City Ordinance No. 1129 – Cross-Connection Control Program (Public Works)

Recommendation:

- Adopt Ordinance No. 1129 regarding Backflow Prevention and Cross-Connection Control Program Requirements.

n. Revising Rules for Youth Based Commissions and Committees (Community Services)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1130, an ordinance of the City of Santa Fe Springs amending Sections 32.33 and 32.34 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to City Commissions and Committees; and
- Adopt Resolution No. 9873, a resolution of the City Council of the City of Santa Fe Springs, California, setting rules for the Youth Leadership Committee.

It was moved by Councilmember Rounds, seconded by Councilmember Zamora, to approve the consent agenda, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

NEW BUSINESS

13. Resolution No. 9872 – Approving the City’s Fiscal Year 2023-24 Operating Budget and Related Actions (Finance)

Recommendation:

- Adopt Resolution No. 9872 approving and adopting the Fiscal Year 2023-24 Operating Budget, Fiscal Year 2023-24 Salary Schedule, and authorizing the carryover of certain unspent appropriations.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 13. Council provided words of praise to the Finance Department for the budget creation process.

It was moved by Councilmember Rounds, seconded by Councilmember Rodriguez, to adopt Resolution No. 9872 approving and adopting the Fiscal Year 2023-24 Operating Budget, Fiscal Year 2023-24 Salary Schedule, and authorizing the carryover of certain unspent appropriations, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

14. Approval of 2024 SFS Art Fest Consultant Agreement between the City of Santa Fe Springs and Crepe's & Grapes, LLC. and Proposed Event Fees Recommended by the Heritage Arts Advisory Committee (HAAC) (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) in the amount of \$55,000.00 with Crepes and Grapes Café, LLC. Sandra Hahn for the anticipated services to be performed for 2024 SFS Art Fest event.

OPTION 1 – Recommendations made by HAAC for Proposed Event Fees

- \$10.00 presale admission fee for each night (processing fees of 3.7% + \$1.79 service fee paid by participants);
- \$15 flat admission fee per person sold at the door;
- \$35.00 fee for paint and wine activity;
- \$25.00 Film Artist entry fee to include one (1) screening and Q&A session;
- \$20.00 Artist Artwork fee to include two (2) art piece submittals; Artist entry fees includes entry to both Preview and Showcase night and event;
- Approve two (2) night \$18.00 presale general admission fee (processing fees paid by participants) with no senior citizen or city employee discount;
- Approve students and individuals 18 & younger free artist and admission entry;
- Artists to pay a 20% selling fee to the City for artwork sold.

OPTION 2

- Approve all fees recommended by the HAAC in Option #1 with City to cover cost of processing fees;
- Approve two night presale special admission fee (\$18.00) and include a separate senior and city employee discount for admission;
- Artists to pay a 20% selling fee to the City for artwork sold.

OPTION 3

- No admission fees for both nights;
- No artist entry fees;
- No age requirements;
- Maintain \$35.00 fee for paint and wine activity;
- Artists to pay a 20% selling fee to the City for artwork sold.

Family & Human Services Manager, Ed Ramirez provided a presentation on Item No. 14. Mayor Pro Tem Sarno asked about eliminating the processing fees associated with admission. Manager Ramirez stated that it would be difficult to do so as the fees are tied to the ticketing process.

Bruce Crow provided public comment on Item No. 14.

At the request of Council, Manager Ramirez went into detail of the amount of money made during the ArtFest, and elaborated on the accounts used to fund the event. City Attorney, Ivy M. Tsai clarified that Council can make any kind of combinations with the options provided. Discussion ensued amongst Council, and directed staff to look into additional options to be brought back as a study session item for further discussion at a subsequent council meeting.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Rounds, to authorize the Director of Community Services to execute and administer a Professional Services Agreement (PSA) in the amount of \$55,000.00 with Crepes and Grapes Café, LLC. Sandra Hahn for the anticipated services to be performed for 2024 SFS Art Fest event, and by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

15. PRESENTATIONS

- a. Proclamation declaring July 2023 as Park & Recreation Month in the City of Santa Fe Springs (Community Services)
- b. Introduction of Newly Promoted and New Community Services Employees (Community Services)
- c. Milestone Recognition (City Manager)

16. PUBLIC COMMENTS

The following members of the public spoke during public comments: Lee Squire and Janie Rodriguez.

17. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- Interim City Manager, Tom Hatch spoke in regards to the City's birthday and Employee Appreciation Luncheon event that took place on Monday, May 15, 2023.
- Director of Community Services, Maricela Balderas spoke about the Lakeview Park Playground Ribbon Cutting on June 16th and the Father's Day event on the same date. She also provided information on upcoming events such as the Get Acquainted Cookouts, Independence Day & Salute to Military Heroes Event, the 2023 Concert & Movie Series, and the Older Adults Red, White, and Blue Dance.
- Director of Finance, Travis Hickey spoke about Financial Wellness Week offerings, which were hosted by Benefit Financial Services Group and Mission Square Finance.
- Fire Chief, Chad Van Meeteren spoke about the Trailblazers Summer Camp at one of the fire stations. He also commended a City firefighter on passing his acting engineer certification exam.
- Director of Police Services, Dino Torres spoke about Police Services staff attending a Mental Health and Public Safety seminar on June 16th. He also provided information on the upcoming Pepper Spray Self Defense training led by JPIA for police staff.
- Director of Planning, Wayne Morrell spoke about the demolition of the former Chris & Pitts building to make way for a 44-unit affordable housing site with underground parking. He also spoke about the delay for building inspectors that can take up to a few weeks.
- Interim Director of Public Works, Yvette Kirrin provided updates on the following ongoing CIP projects: Los Nietos Park Parking Lot Improvements, the Triangle Project, the Carmenita Rd at Telegraph Rd Intersection Project, and the Rosecrans/Marquardt Grade Separation Project. She also provided information on applications submitted for the Southern California Edison "Charge Ready" Project Application.

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

There were no appointments.

19. COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez thanked staff for the current summer offerings. She spoke about attending the Father's Day event, welcomed the new hires, and asked about adding a stop sign to the intersection of Houghton Ave and Pioneer Blvd. Lastly, she invited everyone to the Independence Day celebrations.

Councilmember Rounds also congratulated the new hires and congratulated the Hernandez family on their importance milestone. He promoted the summer offerings and wished everyone in attendance a Happy Independence Day.

Councilmember Zamora welcomed the new staff and acknowledged the hard work by staff. He also thanked all the fathers who attended the Father's Day event, and thanked all the volunteers.

Mayor Pro Tem Sarno congratulated Rene Bobadilla on his appointment to City Manager, and thanked Tom Hatch for his guidance during the transition period. He also commended Interim Director Kirrin on her changes within the Public Works Department, especially with staff communication. He agreed with the addition of additional stop signs and wished everyone in attendance a Happy Independence Day.

Mayor Martin thanked Interim City Manager Hatch for his contributions to the City, and said that she was happy to see the new playground equipment being used.

20. ADJOURNMENT

Mayor Martin adjourned the meeting at 7:41 p.m. in memory of Paul Nakamura.

ATTEST:

Janet Martinez
City Clerk

Juanita Martin
Mayor

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

July 18, 2023

CONSENT AGENDA

Second Reading and Adoption of Ordinance No. 1130 Amending Chapter 32 of Title III of the Santa Fe Springs Municipal Code relating to City Commissions and Committees

RECOMMENDATION

- Adopt Ordinance No. 1130, an ordinance of the City of Santa Fe Springs amending Sections 32.33 and 32.34 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to City Commissions and Committees.

BACKGROUND

At the City Council meeting on June 20, 2023, Ordinance No. 1130 was introduced, amending Sections 32.33 and 32.34 of Chapter 32 of Title III of the Code of Santa Fe Springs relating to City Commissions and Committees. The attached draft ordinance amends the Santa Fe Springs Municipal Code Section 32.33 and 32.34 to allow an exception to appointments and the term for youth based commissions and committees.

Youth based committees and commissions are unique as appointments for these governing and advisory bodies traditionally occur at the beginning of the school year to allow members to serve full year terms. The draft ordinance revises rules for youth based commissions and committees to better align with the beginning and end of the traditional school year.

LEGAL REVIEW

The City Attorney's office prepared Ordinance No. 1130.

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

Tom Hatch
Interim City Manager

Attachment:

1. Ordinance No. 1130

ORDINANCE NO. 1130**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 32.33 AND 32.34 OF CHAPTER 32 OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO CITY COMMISSIONS AND COMMITTEES**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 32.33 of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby amended to read as follows:

§ 32.33 APPOINTMENTS.

Beginning in 2021, except for youth-based commissions and committees, appointments to commissions and committees shall be made in January.

SECTION 2. Section 32.34 of Chapter 32 of Title III of the Code of Santa Fe Springs is hereby amended to read as follows:

§ 32.34 TERM.

The term of service for any individual appointed to a commission or committee shall be two years beginning in January, except for youth-based commissions and committees. Any individual appointed to fill an unexpired term shall serve for the unexpired portion of that term. All commission and committee members shall continue in office until their successors are appointed.

SECTION 3. Any provision of the Code of Santa Fe Springs inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses may be declared unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government

APPROVED:
ITEM NO.:

Code.

PASSED and ADOPTED this ____ day of _____, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Juanita Martin, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

July 18, 2023

CONSENT AGENDA

Approval of Vending Machine Agreement between City of Santa Fe Springs and T&L Vending

RECOMMENDATION

- Approve a three-year Vending Machine Agreement with T&L Vending for the Operation of the Vending Machines; and
- Authorize the Mayor to execute the Vending Machine Agreement with T&L Vending.

BACKGROUND

As part of the Health & Wellness Initiative, staff partnered with Healthier 4 U Vending in 2016 to bring four vending machines to the City of Santa Fe Springs for staff and visitors' enjoyment. These vending machines offer healthier snack and drink alternatives. All the machines dispense a variety of snacks and drinks and are equipped to accept cash, coins, and credit/debit cards.

Once the vending machines were installed, the owners entered into a Location Agreement with the Department of Community Services and agreed to pay 5% flat gross profit quarterly. The machines were operated by Joseph Welch of Better 4 You Vending; however, in 2023, he transferred over the vending machines to T&L Vending due to his transition out of the vending business. T&L Vending has subsequently added a fifth vending machine to City facilities.

The machines are at the following locations:

- Activity Center (3)
- Gus Velasco Neighborhood Center (1)
- Town Center Hall (1)

FISCAL IMPACT

The vendor pays the City 5% flat gross profit quarterly. These monies are used to support health & wellness-related programs and services. Since 2016, the City has collected approximately \$3,845.

LEGAL REVIEW

The City Attorney has reviewed the Vending Machine Agreement.

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

Tom Hatch
Interim City Manager

Attachment

1. Vending Machine Agreement with T&L Vending

**VENDING MACHINE AGREEMENT
WITH
T&L VENDING**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2023 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and T&L ENTERPRISES, INC., a California corporation ("VENDOR").

W I T N E S S E T H :

WHEREAS, on February 11, 2016, the CITY entered into a Location Agreement with Healthier 4 U Vending Affiliate to locate four snack food vending machines (Vending Machines) in CITY facilities; and

WHEREAS, Healthier 4 U Vending Affiliate sold the aforementioned Vending Machines to Joseph Welch; and

WHEREAS, Joseph Welch sold the aforementioned Vending Machines to VENDOR; and

WHEREAS, CITY and VENDOR desire to enter into this Agreement for VENDOR to operate five Vending Machines in City facilities.

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

1.0. OBLIGATIONS OF PARTIES

1.1. CITY. The CITY agrees to provide space for five vending machines at locations solely determined by the CITY in the Gus Velasco Neighborhood Center, the Activity Center and Town Center Hall and to provide electricity for their operation.

1.2. VENDOR. VENDOR agrees to operate the Vending Machines using, at a minimum, generally accepted standards and practices for vending machine operation, including keeping them fully stocked, maintaining them and keeping them in good repair and working condition. Maintenance, repair and stocking shall be conducted during normal business hours, which are as follows: Gus Velasco Neighborhood Center (Monday through Friday 8:00 a.m. to 5:00 p.m.); Activity Center (Monday through Thursday 11:00 a.m. to 9:00 p.m. and Friday 11:00 a.m. to 2:00 p.m.); and Town Center Hall (Monday through Thursday 9:00 a.m. to 6:30 p.m. and Friday 9:00 a.m. to 5:00 p.m.)

2.0. NOT EXCLUSIVE

2.1. VENDOR acknowledges that the CITY may enter into agreements with other VENDORS 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.

3.0. RENT AND PAYMENT

3.1. Rent. In return for the space being provided for the Vending Machines in the aforementioned public buildings and the electricity for the operation of the Vending Machines, VENDOR agrees to pay the CITY five percent (5%) of the flat gross profit of the Vending Machines.

3.2. Method of Payment. Vendor shall pay the aforementioned rent on a quarterly basis. VENDOR will submit an accounting for each quarter of the calendar year and a check for five percent (5%) of the flat gross profit to the CITY, within not less than ten (10) calendar days following the last day of the quarter (e.g., April 10; July 10; October 10; and January 10).

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on July 31, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The CITY and VENDOR have the right with, or without cause, at any time, to terminate this Agreement by providing at least thirty (30) days prior written notice to the other.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. VENDOR shall obtain, maintain and keep in full force and effect during the term of this AGREEMENT all of the following minimum scope of insurance coverages with an insurance company approved by the CITY and in a form satisfactory to the CITY. The CITY shall be named as an additional insured.

- (a) General Liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence.
- (b) If VENDOR has employees, it shall have Workers' compensation insurance as required by the State of California.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) at the time of transmission if such communication is sent by facsimile; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO VENDOR:
T&L Vending
16781 Trudy Lane

IF TO CITY:
City of Santa Fe Springs
11710 E. Telegraph Road

Huntington Beach, CA 92647
Tel: (714) 330-5106

Santa Fe Springs, CA 90670
Tel: (562) 868-0511

Attn: Tony LaCasto

Attn: Gus Hernandez

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

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

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

6.6. Indemnification and Hold Harmless. VENDOR agrees to defend, indemnify, hold free and harmless the CITY, its elected officials, officers, agents and employees, at VENDOR'S sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY, its elected officials, officers, agents and employees relating to the Vending Machines or arising out of the acts or omissions of VENDOR, its employees, and/or authorized subvendors. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by VENDOR, its employees, and/or authorized subvendors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the Vending Machines or the acts or omissions of VENDOR, its employees, and/or authorized subvendors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the Vending Machines or the acts or omissions of VENDOR, its employees, and/or authorized subvendors under this Agreement, whether or not the Vendor, its employees, and/or authorized subvendors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, VENDOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY.

6.7. Non-Liability. The CITY shall not be liable for any damages to the Vending Machines due to fire, theft, vandalism, or any other cause with the exception of willful misconduct of the CITY.

6.8. Independent Contractor. VENDOR is and shall be acting at all times as an independent contractor and not as an employee of the CITY. VENDOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. Neither the CITY nor any of its agents shall have control over the conduct of

VENDOR or any of VENDOR'S employees, except as set forth in this Agreement. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. VENDOR 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 VENDOR and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. VENDOR 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 vendor relationship created by this Agreement. VENDOR further agrees to indemnify and hold the CITY harmless from any failure of VENDOR 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 VENDOR under this Agreement any amount due to the CITY from VENDOR as a result of VENDOR'S failure to promptly pay to the CITY any reimbursement or indemnification arising under this paragraph.

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

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

(SIGNATURES FOR THIS AGREEMENT APPEAR ON THE NEXT PAGE)

VENDOR: T&L VENDING

By: _____
(Signature)

Printed Name

Title

CITY OF SANTA FE SPRINGS
A Municipal Corporation

Juanita Martin
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FROM:

Ivy M. Tsai
City Attorney



CONSENT AGENDA

Approval of Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy

RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy;
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy, DBA Matt Leinart Flag Football.

BACKGROUND

Youth sports are a critical starting point in a person's lifelong journey toward an active and healthy lifestyle. Studies have demonstrated that children and teenagers who engage with sports not only grow up more physically active and confident, but also gain physical and mental health benefits that follow them throughout their lives. It is vital for municipalities to support providers of youth sports programs, specifically, sports organizations that have an "Everyone Plays" philosophy and governing bodies. These organizations play an important role in fostering youth's interest in athletics, and in youth becoming contributing members of society. They provide basic understanding of certain sports through practice and games entirely.

This would be the first year that the City enters into an agreement for a youth sports organization to operate its flag football program. Under this agreement, the Orange County Flag Football Academy (organization) will operate the City's flag football program. The organization will be provided field space at the Santa Fe Springs Athletic Fields to operate the program during the months of August through December of 2023, and will be provided a storage closet for storage of equipment. The organization will procure all equipment, supplies, and officials/scorekeeper services to operate the program. Additionally, the organization will facilitate registration and pay the City 30% of the revenue, after material fees are accounted, generate practice and game schedules, and communicate with all coaches and parents throughout the season.

It is the City's intention to enter into a one (1) year agreement with this organization, with an optional extension of one (1) additional year.

City staff and the leadership of both organizations met in May and June of 2023 and collaborated on the terms outlined in the agreements.



ANALYSIS

The following outlines some of the key provisions of the agreement:

- Organization agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised.
- There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
- CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.
- City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.
- ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older.
- ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities.
- ORGANIZATION agrees to provide uniforms, medal/trophy, and flags to each participant that is registered.
- ORGANIZATION agrees to provide and maintain, a registration platform for the purposes of conducting league registration, at the ORGANIZATION's expense.
- A registration fee will be charged by the ORGANIZATION, at a comparable and competitive price. Resident participants of the city of Santa Fe Springs, or students attending any school within the city boundary of Santa Fe Springs, will be charged no more than \$150 per registrant and must receive a discounted registration rate. ORGANIZATION may charge non-residents of Santa Fe Springs a higher rate, to be determined by the ORGANIZATION.
- ORGANIZATION agrees that the CITY will conduct its own registration on its own platform, as advertisement and the registration period has already begun. ORGANIZATION agrees to invoice the CITY for each participant at a rate of \$150 for participants registered through the CITY's registration platform.



- ORGANIZATION agrees to pay the CITY 30% of registration fees collected, less material fees, for each participant through the ORGANIZATIONS' registration platform. The 30% fee (less material fee) is to be paid to the CITY no later than 4 weeks after the commencement of the season.
- ORGANIZATION agrees to setup all fields with any equipment necessary to conduct a flag football league.
- For use of a facility outside of the agreed upon periods of use or another City facility not identified in the Use Agreement, the request must be made at least two weeks in advance to the Parks & Recreation Services Division to allow for staffing, subject to facility availability. The ORGANIZATION would be responsible for staffing fees at a rate of \$30 per hour, in addition to other direct costs.

FISCAL IMPACT

In accordance to the Use Agreement, the organization would contribute 30% of the registration fees, after material fees are paid. The City estimates that at registration cost of \$150 per participant, approximately \$35 would go toward material fees. Based on the 30%, at 75 participants, staff estimates that the organization would pay the City \$2,587 for the season (4 months). Under similar agreements, other youth sports partner organizations pay the City \$2,000 for 8 months of priority usage.

Additionally, under this agreement, the City would be saving on the following:

Description	Total
Staff (5 hours per week x 10 weeks x 4 staff)	\$6,000
Football Officials	\$1,400
Equipment and Supplies	\$2,500
Total Approximate Savings	\$9,900

According to the Internal Revenue Service, as of July 6, 2023, the Orange County Football Academy, Inc. (EIN 46-4923379) is exempt from federal income tax under Internal Revenue Code Section 501(c)(4).

LEGAL REVIEW

The City Attorney has reviewed the proposed Agreement.

Tom Hatch
Interim City Manager

Attachment

1. Use Agreement for Athletic Fields and Facilities with Orange County Flag Football Academy



USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "CITY") and ORANGE COUNTY FOOTBALL ACADEMY, (hereinafter referred to as "ORGANIZATION").

RECITALS:

- A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. It is the CITY's desire to partner with a youth sports non-profit organization that has an "Everyone Plays" philosophy where registration is open and non-exclusive to any youth in the community; and
- C. The goal and purpose of ORGANIZATION is to provide a youth flag football sports program to the youth of the community.
- D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through December 31, 2024, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to one additional one-year period upon mutual agreement of the parties.

2. USE OF PREMISES

- A. CITY grants ORGANIZATION the right to use the following locations ("Subject Facilities"), subject to the terms and conditions of this Agreement:
 - Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs.
 - Lake Center Athletic Park, located at 11641 Florence Avenue (when Santa Fe Springs Athletic Fields are not available).
 - Storage closet inside of the offices at Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs.

- B. Use of the Subject Facilities is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit A: Facility Use Procedures and Rules

Exhibit B: Facility Use Requirements

Exhibit C: Organization's Responsibilities

Exhibit D: Maintenance, Inspection, Improvements, and Signage

These procedures, rules, and requirements are subject to revision from time to time by CITY. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

- C. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:

1. The conduct of any offensive, noisy or dangerous activity.
2. The creation or maintenance of a public nuisance.
3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

3. REVOCATION

Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, may result in the immediate loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by CITY relating to ORGANIZATION's failure to adhere to the terms of this AGREEMENT.

4. LEGAL COMPLIANCE

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither CITY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted ***shall not*** be assigned to or transferable to any persons, teams, organizations, or leagues.

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of CITY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of CITY.

6. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To CITY: City of Santa Fe Springs
Community Services Department
Attention: Director of Community Services
9255 S. Pioneer Boulevard
Santa Fe Springs, CA 90670

To ORGANIZATION: Orange County Football Academy
Attention: Frank Albers, Chief Operating Officer
11641 Florence Ave.
Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

7. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

8. GOVERNING LAW

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

9. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of CITY.

10. INSURANCE

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet

the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:

Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
1. ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.

12. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these

requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

- E. ORGANIZATION agrees to provide immediate notice to CITY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the Subject Facilities. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of CITY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the use encompassed by this AGREEMENT, and upon demand by CITY, ORGANIZATION shall have an immediate duty to defend CITY at ORGANIZATION's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects. People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The CITY has put in place preventative measures to reduce the spread of COVID-19; however, the CITY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an CITY park or CITY facility.

Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 11 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

13. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of CITY as a result of the performance of this AGREEMENT.

14. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Unless otherwise provided in this AGREEMENT, modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

15. 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.

16. 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.

17. 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 ORGANIZATION 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).]

ORANGE COUNTY FOOTBALL ACADEMY

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

(Print Name)

(Title)

CITY OF SANTA FE SPRINGS

Juanita Martin
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai
City Attorney

EXHIBIT A – FACILITY USE PROCEDURES AND RULES

1. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
2. For opening/closing day ceremonies, if hosting, CITY will provide at a minimum two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.
3. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised.
4. Closure of Fields - Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
5. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
6. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
7. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.
8. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
9. No power vehicles/equipment other than City operated are permitted on the fields.
10. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

EXHIBIT B – FACILITY USE REQUIREMENTS

CITY must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- B. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- C. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- D. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- E. Master calendar of events to include (if applicable):
 - Practice dates & times (including team/coach name)
 - Game dates & times (including team names)
 - Meeting dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
 - Opening Day/Closing Ceremony dates & times
 - Picture dates & times
- F. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
 - Tournaments
 - All-star team practices or games
 - Special events (movie nights, trunk-or-treats, fundraising events)
- G. One copy of the Certificate of Insurance (\$2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.
- H. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use (unless specified otherwise above). If the documents are not submitted in a timely fashion, CITY may withhold use of the Subject Facilities.

EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES

- A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen, food truck, or food vending area, if selling or distributing food.
- B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. ORGANIZATION is responsible for regulating the conduct of its board members, staff, volunteers, coaches, players, and parents while using the Subject Facilities.
- D. Power vehicles/equipment other than City operated are not permitted on the field without written authorization from the CITY.
- E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.
- G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.
- H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.
- I. ORGANIZATION agrees to provide uniforms, medal/trophy, and flags to each participant that is registered.
- J. ORGANIZATION agrees to provide and maintain, a registration platform for the purposes of conducting league registration, at the ORGANIZATION's expense.
- K. A registration fee will be charged by the ORGANIZATION, at a comparable and competitive price. Resident participants of the city of Santa Fe Springs, or students attending any school within the city boundary of Santa Fe Springs, will be charged

no more than \$150 per registrant and must receive a discounted registration rate. ORGANIZATION may charge non-residents of Santa Fe Springs a higher rate, to be determined by the ORGANIZATION.

- L. ORGANIZATION agrees that the CITY will conduct its own registration on its own platform, as advertisement and the registration period has already begun. ORGANIZATION agrees to invoice the CITY for each participant at a rate of \$150 for participants registered through the CITY's registration platform.
- M. ORGANIZATION agrees to pay the CITY 30% of registration fees collected, less material fees, for each participant through the ORGANIZATIONS' registration platform. The 30% fee (less material fee) is to be paid to the CITY no later than 4 weeks after the commencement of the season. Material fees are considered, but not limited to uniforms, equipment, and cost of officials.
- N. ORGANIZATION agrees to setup all fields with any equipment necessary to conduct a flag football league.

EXHIBIT D – MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

MAINTENANCE

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields will be performed by the CITY (provided that practice and game schedules are provided as outlined in EXHIBIT B-FACILITY USE REQUIREMENTS, Item E).
- C. Setup of temporary equipment for the purposes of check-in, practices, and games will be performed by ORGANIZATION.
- D. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use, including but not limited to fields, spectator areas, parking lots, walkways or streets.
- E. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area that is provided for storing of equipment.
- F. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to CITY immediately. Any equipment that is owned by ORGANIZATION shall be maintained by the ORGANIZATION at the ORGANIZATION'S expense. Any equipment that is owned by the CITY shall be maintained by the CITY.

INSPECTION

- A. ORGANIZATION and CITY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. CITY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of CITY to inspect the Subject Facilities for defects or hazards under section A herein.

IMPROVEMENTS

- A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.
- B. Any requests to modify or improve park fields and facilities shall be submitted in writing for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.
- D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.
- E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

SIGNAGE

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from CITY. Such a request for approval shall be directed to the Parks & Recreation Services Division. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of CITY. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.



CONSENT AGENDA

Fire Station Bay Doors Replacement – Authorization to Advertise

RECOMMENDATION

- Approve the scope of work.
- Authorize the Department of Fire-Rescue to advertise for door replacement bids.

BACKGROUND

Fire Station 1, located at 11300 Greenstone Ave, has eight (8) roll-up style bay doors that have exceeded their service life. These doors were installed when the station was built in 1972. The door frames and supporting hardware have been stressed from daily usage over the past 51 years to the point that the doors are requiring nearly monthly repair. Unfortunately, parts are no longer available, so major repairs require custom built panels or retrofitting of newer style panels available on the market today. The customization of panels comes at a repair cost that is unsustainable. The bay doors have also warped and twisted to the point that they do not always open as they should. The partial opening of a door could cause damage to fire apparatus as they are pulling out of the station and would prevent the response to an emergency. Any contact with fire apparatus and a bay door could cost a substantial amount of money and force the apparatus to be unavailable for use until the proper repairs have been made.

Fire Station 3, located at 15517 Carmenita Road, has three (3) roll-up style bay doors that have exceeded their service life as well. These doors were installed when the station was built in 1963. Similar to Station 1, the door frames and supporting hardware have been stressed from daily usage. In recent years, the front door has sustained major damage that has formed a crack down the center of the door. This door has been reinforced with structural steel to prevent failure or collapse. However, the door is now heavy and causing door openers to fail at a faster rate. Because of this, the need for premature replacement of door openers is an additional repair and maintenance cost. Also similar to station 1, parts are no longer available for these doors, so major repairs require custom built panels or retrofitting of newer style panels available on the market today. The customization of panels comes at a repair cost that is unsustainable.

The scope of work would include the removal of all doors, track, and associated equipment. All bays would receive new painted light weight industrial roll up doors, tracks, springs, anchors, and openers. The scope also includes proper disposal of all debris.



City of Santa Fe Springs

City Council Meeting

July 18, 2023

The estimated cost for the Fire Station Apparatus Bay Doors Replacement project is \$485,000. The total estimated project cost comes from fire departments in surrounding cities that have performed similar projects.

The project scope of work is complete, and the Department of Fire-Rescue is ready to advertise for the replacement bids for this project, upon City Council approval.

FISCAL IMPACT

The Fire Station Bay Doors Replacement project is an approved Capital Improvement Plan project. The project is funded through the Capital Improvement Plan / Utility Users Tax (UUT) Funds with a budget of \$485,000. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

INFRASTRUCTURE IMPACT

Upon completion, Fire Station 1 and 3 will have all new apparatus bay doors with a renewed service life, reduction in annual maintenance and repair costs, and station security will be enhanced.

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

Tom Hatch
Interim City Manager

Attachment(s):

1. Request for Bids

THE CITY OF SANTA FE SPRINGS

REQUEST FOR BIDS

FIRE STATION - APPARATUS BAY DOORS REPLACEMENT



SPECIFICATIONS AND BID DOCUMENTS

DEPARTMENT OF FIRE-RESCUE

THE CITY OF SANTA FE SPRINGS

SANTA FE SPRINGS, CALIFORNIA

THE CITY OF SANTA FE SPRINGS
SANTA FE SPRINGS, CALIFORNIA

CONTRACT DOCUMENTS
PLANS AND SPECIFICATIONS
FOR

**FIRE STATION -
APPARATUS BAY DOORS REPLACEMENT**

Chad Van Meeteren
Fire Chief
July 2023

INQUIRIES REGARDING THIS PROJECT

MAY BE DIRECTED TO

OWNER

City of Santa Fe Springs
Department of Fire-Rescue
11300 Greenstone Avenue
Santa Fe Springs, CA 90670
Phone (562) 944-9713
FAX (562) 941-1817

Contact: Michael Glaze, Battalion Chief
(562) 783-8738 (Cellular)

TABLE OF CONTENTS

NOTICE INVITING SEALED BIDS	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL	C
PROFESSIONAL SERVICES AGREEMENT	D
GENERAL SPECIFICATIONS	E

ATTACHMENT A – SCOPE OF THE WORK

ATTACHMENT B – UTILITY COMPANY LISTING

ATTACHMENT C – BID GRADING SHEET

ATTACHMENT D – EXAMPLE PICTURES OF NEW BAY DOORS

NOTICE INVITING SEALED BIDS
FOR
**FIRE STATION
APPARATUS BAY DOORS REPLACEMENT**

IN THE CITY OF SANTA FE SPRINGS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Santa Fe Springs as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the **Fire Headquarters Office**, City of Santa Fe Springs, 11300 Greenstone Ave, Santa Fe Springs, California 90670, **until 11:00 a.m. on Friday, August 11, 2023.**

Bids will be publicly opened and read at 11:30 a.m. in the **Fire Department Headquarters Training Classroom**, located at 11300 Greenstone Ave, Santa Fe Springs on **Wednesday, August 16, 2023.** Bidders or their authorized agents are invited to be present for the opening of bids.

The work consists of performing all measurements, and furnishing all materials, equipment, tools, labor, licenses, insurance, disposal, clean-up, warranty information, incidentals and supervision as required by the Plans and Specifications. The general items of work include: See ATTACHMENT A.

A non-mandatory pre-bid meeting is scheduled for Friday, July 28, 2023, at 9:30 a.m. at Fire Station No. 1, 11300 Greenstone Ave., Santa Fe Springs, CA 90670. The meeting will begin promptly at 9:30 a.m. A City representative will be present. Attendance will be taken for follow-up contact purposes only. A formal presentation is not planned; however, verbal questions will be answered only insofar as directing the request to the proper portion of the Bid documents. Submittal of written questions following the meeting is encouraged and the CITY will determine if a response is warranted. Response to written question will be in the form of a CITY-issued Addendum as identified elsewhere in the Specifications.

Attendance at this meeting is not mandatory. The CITY will accept bids from Contractors that do not attend the meeting. There will be no follow-up pre-bid meeting for any contractors whom may be unable to attend this meeting.

The local prevailing wages, as determined by the State of California, Director of Industrial Relations pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California are on file at the City Hall, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, and are available for review by any interested party on request at City Hall. The Contractor for this work shall perform all the basic regulations, requirements and procedures pursuant to the Davis-Bacon Act and related prevailing wage statutes, including Title I of the State and Local Fiscal Assistance Act of 1972. All contractors and subcontractors must furnish electronic certified payroll directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.
- The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

The AGENCY will deduct retention from progress payments as specified in Section 9 of Part 1 - General Provisions, of the Special Provisions. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be the beneficial owner of the surety and shall receive any interest thereon. Substitution of securities for monies withheld to ensure performance of this contract will be permitted pursuant to Government Code Section 4590.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Special attention is called to Page B-4 of the Instruction to Bidders regarding liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

The Department of Industrial Relations (DIR) State of California is currently in full implementation of Senate Bill 854 for new public works projects. The public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities. Contractors and Subcontractors must comply with DIR registration requirements as specified in Labor Code 1725.5, 1771.1(a), 1771.1, 1771.4. Additional information is available on DIR's Public Works webpage (www.dir.ca.gov), with resources that include a webinar, presentation slides and frequently asked questions regarding SB 854. Special attention is called out to Page B-6 of Instruction to Bidders regarding Wage Scale.

Bids must be prepared on the approved **original** proposal forms, **which are stamped “Official Bid” in red ink**, in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside. **Plans and Special Provisions must be purchased from or furnished by the City of Santa Fe Springs – no other company or agency has been given authorization to sell, duplicate or transfer Contract documents. Bid Proposals received from companies not on the official plan holders list, which is posted to a link available from the City’s website, shall not be accepted.**

The successful bidder shall be licensed per provisions of the Business and Professions Code and shall possess a valid California Contractor's License “X” at the time the contract is awarded. The successful Contractor and all subcontractors will also be required to possess a business license from the City of Santa Fe Springs before the commencement of work.

DEBARMENT: No Contractor or Subcontractor may be awarded a contract on a bid proposal if they have been Debarred by the State pursuant to Labor Code Sections 1777.1 and 1777.7 and Public Contracts Code Section 6109.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period not to exceed 30 days. The AGENCY will award the contract to the bidder that can best meet the parameters established in the bid scoring process as so determined by the AGENCY. (See Attachment C – Bid Grading Sheet).

Copies of the Contract Documents are available during regular business hours at the City of Santa Fe Springs Department of Fire-Rescue Administrative Offices located at 11300 Greenstone Ave., Santa Fe Springs, California 90670. The regular business hours are from 7:30 a.m. to 5:30 p.m. (Closed on alternating Fridays).

Further information regarding this project can be obtained by calling the City of Santa Fe Springs Department of Fire-Rescue, Battalion Chief Michael Glaze, at (562) 944-9713.

BY ORDER OF the City of Santa Fe Springs.

CHAD VAN MEETEREN, FIRE CHIEF
OF THE CITY OF SANTA FE SPRINGS
DEPARTMENT OF FIRE-RESCUE

July 18, 2023
2023-07

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the **original** Proposal forms, **which are stamped “Official Bid” in red ink** provided by the Agency. **No duplicates shall be accepted. Contract Documents and Specifications must be purchased from or furnished by the City of Santa Fe Springs.** The Proposal shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection.

PREPARATION OF BIDS

Bids must be submitted on the prescribed forms. Bid prices must be filled in, **IN INK** in both unit prices and amounts, and must be noted with clear distinction in dollars and cents. In case of discrepancy between unit prices and amounts, unit prices will govern. Erasures or other changes must be noted over the signature of the bidder. The Agency will not consider any proposal not meeting these requirements.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **“FIRE STATION APPARATUS BAY DOORS -- DO NOT OPEN WITH REGULAR MAIL.”** **The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder.** Proposals may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal in the hands of the Agency’s designated official at the City of Santa Fe Springs Department of Fire-Rescue, Administrative Offices, 11300 Greenstone Ave, Santa Fe Springs, 90670, prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated hour in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the designated City Official.

REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed with the classification as indicated in the Notice Inviting Bids, in accordance with the provision of Chapter 9, Division 3 of the Business and Professions Code. If a Federal Aid Project Number is shown on the plans or in the Special Provisions, Public Contract Code Section 10164 takes precedence.

QUESTIONS PRIOR TO OPENING OF BIDS

Questions regarding documents, discrepancies or omissions shall be communicated to Battalion Chief Michael Glaze in writing, by letter, fax or e-mail (michaelglaze@santafesprings.org), by **11:30 AM on Friday, August 4, 2023**, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the Plans and Specifications.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such request must be delivered to the Agency's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. The withdrawal of the proposal will not prejudice the right of the bidder to

submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

REJECTION OF PROPOSALS

Proposals may, at the discretion of the Agency, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by Agency to reject any or all proposals.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

CONTRACTOR'S LICENSE DECLARATION

Bidders are notified that a Contractor's License Declaration is required to be executed in accordance with Section 7028.15(e) of the Business and Professions Code and submitted with the Bid.

EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, Plans, Specifications and other Contract Documents.

The Bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his/her operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the Bidder to whom the contract may be awarded.

The Bidder shall examine the local conditions, read each and every clause of the Specifications,

including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

ENGINEER'S ESTIMATE

The preliminary estimate of quantities of work to be done and materials to be furnished are approximately as shown upon the plans and are given as a basis of comparison of bids only. The Agency does not expressly or by implication agree that the actual amount of work will correspond therewith. The Engineer's Estimate will not be available on Federal Projects.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY by **11:30 AM on Friday, August 4, 2023**. Requests for consideration of equivalents must be submitted in writing, allowing sufficient time for complete consideration of all specifications, samples, references, tests and other details to the full satisfaction of the Agency.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith.

LIABILITY INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section, and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained.

- A. Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this Contract, worker's compensation insurance for all his employees engaged on or at the site of the project, and in case any of his work is sublet, the Contractor shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the worker's compensation insurance carried by the Contractor.
- B. Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him and the Agency from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under this contract. The amount of such insurance shall be as hereinafter set forth. The Contractor shall require the Subcontractors, if any, to take out and maintain similar public liability and property damage insurance. The amounts of such insurance shall be as hereinafter set forth.

In case any work under this Contract is to be performed on or at the site of the Project by a Subcontractor, the Contractor shall also take out and maintain such Contractor's contingent or protective insurance as will protect him and the Agency from damage claims arising from the operations of any Subcontractor, the amounts of such insurance as hereinafter set forth. If any Subcontractor shall subcontract any portion of his subcontract, the Contractor shall require him to take out and maintain such contingent or protective insurance as will protect such Subcontractor from damage claims arising from operations of the second Subcontractor. Such contingent or protective insurance shall be in the same amount as the primary Subcontractor's public liability and property damage insurance.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above. As provided above, the Contractor shall require all Subcontractors, whether primary or secondary, if any, to take out and maintain public liability and property damage insurance in amounts hereinbefore set forth for the Contractor.

In addition, Contractor shall take out and maintain public liability insurance in accordance with insurance coverage and amounts identified within the LACDPW, Flood Control Permits. Said coverage and amounts shall meet the minimums as required between the more restrictive limits imposed, either within these City Specifications, or the LACDPW Flood Control permit documents.

- C. Insurance Covering Special Hazards - The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or protective damage insurance policy or policies or by special policies of insurance in amounts as follows:

Automotive and truck where operated, in amounts as above; material hoists, where used, in amounts as above.

- D. Proof of Carriage of Insurance - The Contractor shall furnish satisfactory proof of full compliance with all the insurance requirements herein prior to execution of the contract, including additional insured endorsement, Form B, CG 2010, with an edition date prior to 1993, unless approved otherwise by the Agency attorney.

1. All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs, and the City of Santa Fe Springs as Additional Insured with respect to the performance by the Contractor of the work which is the subject of the Contract.
2. The certificate of liability insurance shall conform to Section 7-3 of the Standard Specifications and these provisions, except the provision whereby "the policy shall insure the Agency, its officers...while acting within the scope of their duties of the

work” is eliminated on Federal projects (if a Federal Project No. is indicated on the Plans or these Special Provisions).

3. The full and complete Project name shall be shown on the Certificate of Insurance.
 4. A Workers’ Compensation Certificate as prescribed by Labor Code §1861 and in the form attached hereto as Exhibit “A,” which acknowledges the Contractor’s obligation to secure the payment of workers’ compensation for its employees before beginning work.
- E. Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) day notice of change or cancellation prior to acceptance of the work.
- F. Renewal of Insurance - The insurance required herein will be renewed annually as long as Contractor continues operations in any way related to this agreement or Agency or Agency's employees face an exposure from such operations. This obligation applies whether the contract is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect. This requirement is in addition to coverage required to be maintained for completed and discontinued operations as required elsewhere.
- G. Working in Railroad Right-of-Way – Whenever working within railroad right-of-way, the Contract shall furnish insurance to the affected railroad in the amounts and form required by said railroad. It is the Contractor’s responsibility to determine such requirements.

WAGE SCALE

The Contractor shall pay to all workmen engaged in the work, the prevailing rates of wages for public works contracts, as determined by the Director of the Department of Industrial Relations (DIR) of the State of California or Secretary of Labor for Federal Rates, whichever is greater. A copy of said determination is on file at the City Hall of the City of Santa Fe Springs and will be made available for review to any interested person. General prevailing wage determinations by DIR are also available on the Internet at www.dir.ca.gov.

Contractor shall forfeit, as penalty to City, the sum of \$25.00 or higher amount as set by statute, for each calendar day, or portion thereof, for each worker employed who is paid less than the stipulated prevailing rates for such work or craft in which said workman is employed for any work done under this contract, by Contractor or by any subcontractor in violation of the provisions of this agreement.

The Department of Industrial Relations (DIR) State of California is currently in full implementation of Senate Bill 854 for new public works projects. Additional information is available on DIR’s Public Works webpage (www.dir.ca.gov), with resources that include a webinar, presentation slides and frequently asked questions regarding SB 854. The highlights of the SB 854 requirements are as follows:

Registration of Public Works projects using the PWC-100 form:

- Awarding agencies are required by law to notify DIR of any public works project within five (5) days after awarding the contract for the project. This applies to any project that would be

considered a public work requiring the payment of prevailing wages under California Labor Code.

- Awarding agencies must use the PWC-100 form to provide the required notice and register a project with DIR.

Registration of Public Works Contractors and Subcontractors:

- **Contractors and Subcontractors must complete registration with DIR (www.dir.ca.gov), this is a mandatory condition for bidding on any Public Works Projects. In the event the City receives a bid proposal from a contractor without a DIR registration, that bid will be considered null and void thus disqualified from the bidding process.**
- Contractors and Subcontractors must comply with DIR registration requirements as specified in Labor Code 1725.5, 1771.1(a), 1771.1, 1771.4.
- Contractors are subject to a registration and annual renewal fee set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - ◆ Must have worker's compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - ◆ Must have Contractors State License Board License if applicable to trade.
 - ◆ Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - ◆ Must not be under federal or state debarment.
 - ◆ Must not be in prior violation of this registration requirements once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The public works project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

Certified Payroll Reporting by Contractors and Subcontractors

- Contractors and Subcontractors will be required to submit certified payroll records (CPRs) directly to the Labor Commissioner, using DIR's data-driven electronic Certified Payroll Record (eCPR) reporting system. Contractors will input CPR data directly into the online form. In addition, Contractor and Subcontractor shall maintain the records and certifications and make them available for inspection, pursuant to Labor Code §1776.
- Projects will need to be registered with DIR (using the PWC-100 form) in order for a contractor or subcontractor to use this system. Contractors and subcontractors will then be able to identify the correct project and associate their payroll records with that project using the eCPR system.

The successful bidder will be held to strict compliance with SB 854 requirements. Contractors who cannot comply should not bid.

NONCOLLUSION DECLARATION

A non-collusion, in the form attached hereto as Exhibit “B,” shall be filled out, signed and submitted with the bid (Public Contract Code § 7106)

AWARD OF CONTRACT

The AGENCY will award the contract to the bidder that can best meet the parameters established in the bid scoring process as so determined by the AGENCY (Refer to Attachment C - Bid Grading Sheet). The Agency reserves the right to award the bid or the bid alternate to the lowest responsible bidder. Additionally, the Agency reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period not to exceed 30 days, all as may be required to provide for the best interests of the Agency. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom award is contemplated. All bids will be compared with the Estimate and budget.

The Contractor selected by the Agency to complete this project must be able to perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price with the exception of Specialty Items as addressed in the Standard Specifications. Contractor must also be able to provide past project documentation and references that demonstrate that Contractor has successfully completed projects of similar scope and size within the past thirty-six (36) months.

Exhibit "A"
Instructions to Bidders

WORKERS' COMPENSATION CERTIFICATION

Pursuant to Sections 1860 and 1861 of the Labor Code, the Contractor shall submit the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CONTRACTOR

By: _____

Title: _____

Exhibit "B"
Instruction to Bidders

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Title: _____

Submitted by: _____

OFFICIAL BID

**PROPOSAL
FOR
FIRE STATION -- APPARATUS BAY DOORS REPLACEMENT**

IN THE CITY OF SANTA FE SPRINGS

TO: City of Santa Fe Springs Department of Fire-Rescue, as AGENCY

In accordance with AGENCY'S Notice Inviting Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this **original** proposal **was purchased from or furnished by the City of Santa Fe Springs** and is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and figures must be noted with clear distinction in dollars and cents. Erasures or other changes must be noted over the signature of the bidder.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Submitted by: _____

BID SCHEDULE

FIRE STATION - APPARATUS BAY DOORS REPLACEMENT

IN THE CITY OF SANTA FE SPRINGS

DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1. Mobilization.	1		\$ _____	\$ _____
2. STATION 1: Remove and dispose of four (4) existing sectional front doors, four (4) existing sectional rear doors, and one (1) existing interior roll-up partition door, including all associated tracks, springs, bumpers, supporting elements, raising/lowering mechanisms, safety devices, and actuator panels/controls.	1		\$ _____	\$ _____
3. STATION 1: Supply and install four (4) new aluminum, sectional, panelized FRONT doors, with all supporting hardware, raising/lowering mechanisms, control panels, safety devices and weather proofing; Doors to be 3 x 6 panel design, with windows in top five (5) rows, solid panels in bottom row; All aluminum door surfaces and trim work to be painted with a high-quality, weather-resistant paint, color TBD. (Details in Attachment A apply to this section).	4		\$ _____	\$ _____
4. STATION 1: Supply and install four (4) new, can-style, roll-up rear doors with all supporting hardware, raising/lowering mechanisms, control panels, safety devices, weather-proofing, remote controls; All aluminum door surfaces and trim work to be painted as described in #2 above; Color TBD. (Details in Attachment A apply to this section).	4		\$ _____	\$ _____

Submitted by: _____

BID SCHEDULE

FIRE STATION - APPARATUS BAY DOORS REPLACEMENT

IN THE CITY OF SANTA FE SPRINGS

DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
5. STATION 1: Supply and install one (1) new, can-style roll-up interior partition door, with all supporting hardware, control panels and safety devices; Door, can and trim work to be painted as described in #2 above; Color TBD; Supply and install electrical source as needed. Details in Attachment A apply to this section).	1		\$ _____	\$ _____
6. STATION 3: Remove and dispose of one (1) existing sectional front door, two (2) existing roll-up rear doors, including all associated tracks, springs, bumpers, supporting elements, raising/lowering mechanisms, safety devices, and actuator panels/controls.	1		\$ _____	\$ _____
7. STATION 3: Supply and install one (1) new aluminum, sectional, panelized FRONT door, with all supporting hardware, raising/lowering mechanisms, control panels, safety devices and weather proofing; Doors to be 6 x 6 panel design, with windows in row 3, solid panels in all other rows; All aluminum door surfaces and trim work to be painted with a high-quality, weather-resistant paint, color TBD. (Details in Attachment A apply to this section).	1		\$ _____	\$ _____

Submitted by: _____

BID SCHEDULE

FIRE STATION - APPARATUS BAY DOORS REPLACEMENT

IN THE CITY OF SANTA FE SPRINGS

DESCRIPTION	ESTIMATE QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<hr/>				
<hr/>				
8. STATION 3: Supply and install two (2) new, can-style, roll-up REAR doors with all supporting hardware, raising/lowering mechanisms, control panels, safety devices, weather-proofing, remote controls; All aluminum door surfaces and trim work to be painted as described in #2 above; Color TBD. (Details in Attachment A apply to this section).	2		\$ _____	\$ _____
TOTAL AMOUNT OF BASE BID				\$ _____

Submitted by: _____

It is understood that this bid is based upon completing the work within **FORTY (40) WORKING DAYS**. If awarded the Contract for the work, the undersigned hereby agrees to sign said Contract and to furnish the necessary insurance certificates within ten (10) working days from the date upon which the City Engineer mails to the undersigned, first class mail, postage prepaid, a notice informing the undersigned that the AGENCY has awarded such Contract to the undersigned.

The undersigned, if awarded the contract, intends to subcontract certain portions of said contract in accordance with the following schedule (attach additional sheet if needed):

<u>Name of Subcontractor*</u>	<u>License Number</u>	<u>Location of Office</u>	<u>Item No.</u>	<u>Value</u>	<u>DIR No.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The undersigned bidder hereby represents as follows:

As required in the Public Contract Code, the bidder must list all proposed subcontractors that he or she intends to utilize on this Project and the portion of work to be subcontracted out. Failure to include a complete list could be sufficient cause to reject a bidder's proposal as non-responsive.

That no representation, oral or in writing, of the AGENCY, its officers, agents, or employees has induced the Contractor to enter into this contract excepting only those contained in this form or contract and the papers made a part hereof by its terms.

Dated this _____ day of _____, 2023.

NAME OF BIDDER: _____
(Please type or print)

BY: _____

BUSINESS ADDRESS: _____

TELEPHONE (____) _____ FAX No. (____) _____

EMAIL: _____

DIR No.: _____

Submitted by: _____

**CONTRACTOR STATEMENT OF
QUALIFICATION QUESTIONNAIRE**

(This questionnaire must be submitted with bid proposal.)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain inherent conditions existent in the type of work contemplated in the Contract Documents which may create unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the work with respect to such hazards.

A. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

If the answer to any of questions 1 through 3 is “No”, or if the answer to any of questions 4 through 7 is “Yes”, the Agency reserves the right to deem the Bidder ineligible or not responsible for purposes of the Contract.

1. Bidder possesses a valid and current California Contractor’s license as required for the project for which it intends to submit a bid.
Yes _____ **No** _____
2. Bidder will comply with and provide all insurance as defined in Section 7-3, Liability Insurance per these Specifications.
Yes _____ **No** _____
3. Bidder has current Workers’ Compensation insurance coverage as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 *et seq.*
Yes _____ **No** _____
4. Has your contractor’s license been revoked at any time in the last five (5) years?
Yes _____ **No** _____
5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
Yes _____ **No** _____
6. At the time of submitting this Qualification Questionnaire, is your firm ineligible to bid on or has it been disqualified from bidding, or from being awarded a public works contract, or from performing as a subcontractor, on any public works contract with any other municipal agency?
Yes _____ **No** _____
7. At any time during the last five (5) years, has your firm, or any of its owners or officers, been convicted of a crime involving the bidding, awarding, or performance of a government contract?
Yes _____ **No** _____

Submitted by: _____

REFERENCES

Please list a minimum of three references for similar roll-up door removal and installation that Contractor has completed under a contract awarded by the indicated Agency to Contractor. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

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

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

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

Submitted by: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been under the requirements of any AGENCY, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

Submitted by: _____

Non Collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of Santa Fe Springs
DEPARTMENT OF FIRE-RESCUE

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE:

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Submitted by: _____

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____ of _____
_____ the party making the foregoing Bid (hereinafter, the "Bidder").

1. Bidder's Contractor's License Number is as follows: _____
2. The expiration date of Bidder's Contractor's License is _____, 20____.
3. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023, at _____

(Insert city and state where declaration was signed)

Signature

Typed Name

Title

Name of Bidder

Submitted by: _____

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty or perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

NOTE:

This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

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

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 _____, 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 Contractor within thirty (30) days of receipt of invoice after completion of the work and acceptance by the City for the total 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.

[Consultant Name]

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

[Consultant Name]

("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

[Consultant Name]

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

[Consultant Name]

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)

[Consultant Name]

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:

Attention:

ASSIGNMENT

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

17. 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.

18. 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

[Consultant Name]

Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

19. 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.

20. 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.

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.

[Consultant Name]

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.

[Consultant Name]

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

Juanita Martin, Mayor

Name: _____

Title: _____

Date: _____

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

[Consultant Name]

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;
- 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.

GENERAL SPECIFICATIONS

SCOPE OF WORK

The work consists of furnishing all labor, equipment, materials, licenses, insurance, disposal, clean-up, warranty information, supervision and incidentals as required by the Specifications, Special Provisions and Contract documents. The general items of work include removal and disposal of existing bay doors and associated components; installation of new bay doors and associated accessories as indicated in Attachment A.

LOCATION OF WORK

The general location and limit of the work is as follows:

FIRE STATION NO. 1: 11300 Greenstone Ave., Santa Fe Springs, CA 90670

FIRE STATION NO. 3: 15517 Carmenita Rd., Santa Fe Springs, CA 90670

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within **FORTY (40) WORKING DAYS** of the proposed Construction Start Date of SEPTEMBER 18, 2023. The proposed Construction Completion Date is NOVEMBER 10, 2023. The completion date may be extended by the AGENCY based on the availability of materials.

CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor's proposed construction schedule shall be submitted to the AGENCY within **ten (10) working days** after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

LIQUIDATION DAMAGES

The liquidated damage value is **\$1,000 per working day**. Failure of the contractor to complete any specified construction sequence on phase by the time allowed will also result in the assessment of liquidated damages.

NOTIFICATION

The Contractor shall notify the City of Santa Fe Springs and the owners of all utilities and substructures not less than 48 hours prior to starting construction. A list of names and telephone numbers is included in the APPENDIX for the convenience of the Contractor, and is not guaranteed to be complete, correct, or applicable to this Project.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City of Santa Fe springs Department of Fire-Rescue, Administrative Offices (11300 Greenstone Avenue), and the Police Services Center (11576 Telegraph Road).

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, the "Greenbook," including latest amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 1612 So. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this Contract except as amended by the Plans, Special Provisions, or other Contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

SUBCONTRACTING

In order to clarify the requirements and procedures for approval of subcontractors, the following points are emphasized:

1. The Contractor shall submit a letter to the City (if requested by the City) requesting approval of the subcontractor(s). Included in the letter shall be a list of the names and addresses of each subcontractor; items to be subcontracted, by item number; brief description of the item; and Contract bid value. In this Contract, "Contract Bid Value," means the portion of the Contractor's total bid which is attributable to such subcontracted items.
2. Request for approval must be submitted for ALL proposed subcontractors, including those proposed to work only on items identified as "Specialty Items."
3. The mere listing of the subcontractors in the Bidder's Proposal does not meet the requirements for approval of subcontractors.
4. The City must give approval in writing before the subcontractor is permitted to work.
5. The dollar value amount subcontracted will be based on the Contract bid item price, not on the subcontractor's price to the Contractor.

ADDITIONAL REQUIREMENTS:

1. Contractor will be required to furnish a certificate of liability insurance as required by the City Attorney. City shall be named as additional insured on the certificate.
2. Contractor will be required to have in his possession a valid business license as issued by the City of Santa Fe Springs.
3. Contractor shall provide unit cost for completing all areas listed on proposal and bills shall reflect actual constructed quantities.

4. Concrete sealer, hardener and densifier; and joint sealant will conform to the Standard Specifications for Public Works (Greenbook) and the attached Specifications.
5. Contractor will provide a construction schedule to the Engineer within ten (10) working days after the date of the City's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

ATTACHMENT A

Scope of the Work

Contractor is to take all measurements and provide all labor, materials, licenses, insurance, disposal, clean-up, warranty information and supervision related to this project at both job sites.

The Contractor's proposed construction schedule shall be submitted to the AGENCY within **ten (10) working days** after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

STATION 1 (HQ)

OLD FRONT DOORS – STATION 1

Remove and dispose of four (4) existing sectional front doors, including:

- All tracks, springs, bumpers, and supporting elements.
- Raising & lowering mechanisms.
- Safety devices.
- Actuator buttons/panels.

OLD REAR DOORS – STATION 1

Remove and dispose of four (4) existing sectional rear doors, including:

- All tracks, springs, bumpers, and supporting elements.
- Raising & lowering mechanisms.
- Safety devices.
- Actuator buttons/panels.

OLD INTERIOR PARTITION DOOR – STATION 1

Remove and dispose of one (1) existing manual roll-up door, inside mechanic's shop, including:

- All associated tracks, supports and manual control equipment.

NEW FRONT DOORS – STATION 1

(All front openings are approximately 12 feet 4 inches high, and 12 feet 7 inches wide)

Install four (4) new, aluminum, panelized doors with supporting hardware (see example picture).

- 3 x 6 panel format.
- Painted red panels in bottom row only.
- Painted portions to use a durable, high-quality, weather-resistant paint.
- Window panels to be tinted and offer UV protection.
 - Will need to see examples of tinting shades.

Install new raising / lowering mechanisms.

- Openers to be wall-mounted.
- Relocate electrical sources as needed.
- The electric source for each opener must also be connected with the station's emergency generator, in case of main grid failure.
- Each opener must have a manual back-up method for opening/closing the door.
 - Manual operation must be reached while standing on floor.
 - Manual operation must be achievable by one firefighter.
- Doors must completely open/close within 12 seconds of actuating.
- With doors open fully, the bottom of each door must be higher than highest point of the opening.
- Each opener to have separate actuator buttons / remote control frequencies.
 - One actuator panel on each side of apparatus bay.
 - Individual controls for each opener.
 - Open
 - Close
 - Stop
 - Two separate controls to open/close all front doors.
 - Open All
 - Close All

Safety Mechanisms

- All openings to have individual Telco sensor strips on each side.
 - Prevents door from closing if opening is not clear.
 - Causes door to stop and re-open fully if an obstruction is sensed during closing.
- All doors to have sensors on bottom that detect resistance while closing.
 - Sensors to signal for closing mechanism to stop.
 - Doors automatically re-opens fully after stopping.

NEW REAR DOORS – STATION 1

(All rear openings are approximately 12 feet 4 inches high, and 12 feet 7 inches wide.)

Install four (4) new, aluminum, can-style roll-up doors with all supporting hardware (see example picture).

- Painted red, using a durable, high-quality, weather-resistant paint.
- “Windows” for daylight penetration to match picture.
- Bays 1, 2 and 3 are for main apparatus garage.
- Bay 4 is for mechanic shop access.

Install new raising / lowering mechanisms.

- Openers to be wall-mounted.
- Relocate electrical sources as needed.
- The electric source for each opener must also be connected with the station’s emergency generator, in case of main grid failure.
- Each opener must have a manual back-up method for opening/closing the door.
 - Manual operation must be reached while standing on floor.
 - Manual operation must be achievable by one firefighter.
- Doors must completely open/close within 12 seconds of actuating.
- With doors open fully, the bottom of each door must be higher than highest point of the opening.
- CONTROL PANELS FOR BAYS 1-2-3
 - Each opener to have separate actuator buttons / remote control frequencies.
 - One control panel on each side of apparatus bay.
 - Individual controls for each opener.
 - Open
 - Close
 - Stop
 - Two separate controls to open/close doors 1-2-3.
 - Open All
 - Close All
- CONTROL PANEL FOR BAY 4 (MECHANIC SHOP)
 - One actuator panel to control only Bay 4 door.
 - Open
 - Close
 - Stop

Safety Mechanisms

- All openings to have individual Telco sensor strips on each side.
 - Prevents door from closing if opening is not clear.
 - Causes door to stop and re-open fully if an obstruction is sensed during closing.
- All doors to have sensors on bottom that detect resistance while closing.
 - Sensors to signal for closing mechanism to stop.
 - Doors automatically re-opens fully after stopping.

NEW INTERIOR PARTITION DOOR – STATION 1

(Interior opening is approximately 14 feet 1 inch high, and 13 feet wide).

Install one (1) new, aluminum, can-style roll-up door with all supporting hardware.

- Same type as rear doors, just without “windows.”
- Painted red, using a durable, high-quality, weather-resistant paint.

Install new raising / lowering mechanisms.

- Add/Extend electrical work as needed (No need for link to station emergency generator).
- Openers to be wall-mounted.
- Opener must have a manual back-up method for opening/closing the door.
 - Manual operation must be reached while standing on floor.
 - Manual operation must be achievable by one firefighter.
- Door must completely open/close within 12 seconds of actuating.
- With doors open fully, the bottom of each door must be higher than highest point of the opening.
- Two control panels, one on each side of the interior door opening.
 - Open
 - Close
 - Stop

STATION SECURITY

At the end of each work day, the apparatus bay openings shall be capable of being secured as to prevent animals and non-department personnel from gaining access to the station. The apparatus bay openings should also, as reasonably possible, be secured from adverse weather conditions.

WEATHER PROTECTION

The finished exterior doors shall be sufficiently weather proof against rain and wind. When closed, there shall be no visible openings where weather may penetrate, or where foreign objects may be passed through. All exterior doors shall be of sufficient construction as to withstand sustained winds of at least 100 miles per hour.

STATION 3

OLD DOORS

Remove and dispose of one (1) front sectional door and two (2) rear roll-up doors, along with all hardware, tracks, springs, supporting elements, raising/lowering mechanisms and safety devices.

NEW FRONT DOOR – STATION 3

(Front opening is approximately 11 feet 6 inches high, and 24 feet wide).

Install one (1) new, aluminum, panelized door with supporting hardware (see example picture).

- 6 x 6 panel format.
- Painted red panels in rows (from bottom) 1, 2, 4, 5 and 6
- Painted portions to use a durable, high-quality, weather-resistant paint.
- Window panels in row 3 to be tinted and offer UV protection.
 - Will need to see examples of tinting shades.

Install new raising / lowering mechanisms.

- Openers to be wall-mounted.
- Relocate electrical sources as needed.
- The electric source for each opener must also be connected with the station's emergency generator, in case of main grid failure.
- Each opener must have a manual back-up method for opening/closing the door.
 - Manual operation must be reached while standing on floor.
 - Manual operation must be achievable by one firefighter.
- Doors must completely open/close within 12 seconds of actuating.
- With doors open fully, the bottom of each door must be higher than highest point of the opening.
- Each opener to have separate control panel buttons / remote control frequencies.
 - One panel with controls for front and both rear door.

Safety Mechanisms

- All openings to have individual Telco sensor strips on each side.
 - Prevents door from closing if opening is not clear.
 - Causes door to stop and re-open fully if an obstruction is sensed during closing.
- All doors to have sensors on bottom that detect resistance while closing.
 - Sensors to signal for closing mechanism to stop.
 - Doors automatically re-opens fully after stopping.

NEW REAR DOORS – STATION 3

(North-side rear opening is approximately 11 feet 6 inches high, and 12 feet wide).

(South-side rear opening is approximately 11 feet 1 inch high, and 12 feet wide).

Install two (2) new, aluminum, can-style roll-up doors with all supporting hardware (see example picture).

- Painted red, using a durable, high-quality, weather-resistant paint.

- “Windows” for daylight penetration to match picture.

Install new raising / lowering mechanisms.

- Openers to be wall-mounted.
- Relocate electrical sources as needed.
- The electric source for each opener must also be connected with the station’s emergency generator, in case of main grid failure.
- Each opener must have a manual back-up method for opening/closing the door.
 - Manual operation must be reached while standing on floor.
 - Manual operation must be achievable by one firefighter.
- Doors must completely open/close within 12 seconds of actuating.
- With doors open fully, the bottom of each door must be higher than highest point of the opening.
- Control Panel
 - One Panel with controls for front and both rear doors.
 - Open
 - Close
 - Stop

STATION SECURITY

At the end of each work day, the apparatus bay openings shall be capable of being secured as to prevent animals and non-department personnel from gaining access to the station. The apparatus bay openings should also, as reasonably possible, be secured from adverse weather conditions.

WEATHER PROTECTION

The finished exterior doors shall be sufficiently weather proof against rain and wind. When closed, there shall be no visible openings where weather may penetrate, or where foreign objects may be passed through. All exterior doors shall be of sufficient construction as to withstand sustained winds of at least 100 miles per hour.

UTILITY COMPANY LISTING

AT&T (TCG)

700 S. Flower Street, Suite 340
Los Angeles, CA 90017

Maria Guzman, Utility Information Request

(213) 787-9996, Ext.

tcglosangelesutilitycon@att.com; mg1371@att.com

Breitburn Management Co. LLC

1111 Bagby Street, Suite 1600
Houston, TX 77002

Robert Gomez, Sr. Staff Geological & Eng. Tech.

(713) 437-8082, Ext.

robert.gomez@breitburn.com

Central Basin Municipal Water District

6252 Telegraph Road
Commerce, CA 90040-2512

Jacque Koontz, P.E.

(323) 201-5500, Ext. 2628

jacquek@centralbasin.org

romang@centralbasin.org

donalddj@centralbasin.org

Charter Communications

550 N. Continental Boulevard, Suite 250
El Segundo, CA 90245

Mr. Ernest Chang

(562) 383-9989, Ext.

ernest.chang@charter.com

Chevron Pipeline Company

2600 Homestead Place
Rancho Dominguez, CA 90220

Dave Zerler, Contractor

(310) 669-4014, Ext.

DaveZerler@chevron.com

UTILITY COMPANY LISTING

County Sanitation Districts of Los Angeles County

P.O. Box 4998
Whittier, CA 90607

Utility Requests

(562) 908-4228, Ext. 1205
engineeringcounter@lacsdc.org

Crimson Pipeline, LLC

3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806

April Harvey, Land Department

(562) 285-4112, Ext.
AHarvey@crimsonpl.com

Frontier

100 CTE Drive
Dallas, PA 18612

Utility Coordinator

(562) 903-7939, Ext.

GLC SFS II, LLC. c/o Goodman Birtcher

18201 Von Karman Avenue, Suite 1170
Irvine, CA 92612

Mike Kent

(949) 407-0151, Ext.
Jeff.Hamilton@goodman.com

Golden Springs Development Co., LLC

13116 Imperial Highway
Santa Fe Springs, CA 90670

Faye Lengyel

(562) 921-3581, Ext. 346
lengyel@thrifyoil.com

UTILITY COMPANY LISTING

Golden State Water Company

12035 Burke Street, #1
Santa Fe Springs, CA 90670

Ray Burk, P.E., Operations Engineer
(562) 907-9200, Ext.

Heraeus Metal Processing LLC

15524 Carmenita Road
Santa Fe Springs, CA 90670

Peter Eckert
(562) 483-1830, Ext.
peter.eckert@heraeus.com

Kinder Morgan Energy Partners/Pipeline Inquiries

1100 Town & Country Road, Suite 700
Orange, CA 92868

Pipeline Inquiries
(714) 560-4400, Ext.
pipelineinquiries@kindermorgan.com

La Habra Heights County Water District

1271 N. Hacienda Road
La Habra Heights, CA 90631

Joe Matthews, Superintendent
(562) 697-6769

Liberty

9750 Washburn Road
Downey, CA 90241

Janelle Rellosa
(562) 299-5122, Ext.
janelle@rellosa.libertyutilities.com

UTILITY COMPANY LISTING

Los Angeles County Department of Public Works

P. O. Box 1460
Construction Division, 8th Floor

Daryll W. Chenoweth

(626) 458-3109
dchenoweth@dpw.lacounty.gov

Metropolitan Water District of Southern California

P.O. Box 54153
Los Angeles, CA 90054-0153

Ms. Shoreh Zareh, Manager, Substructure Team

(213) 217-6534, Ext.
szareh@mwadh20.com

Naval Facilities Engineering Command Southwest

1220 Pacific Highway
San Diego, CA 92132-5190

Utility Coordinator

(619) 532-3100, Ext.

Paramount Pipeline

14700 Downey Avenue
Paramount, CA 90723

Mohsen Ahmadi

(562) 531-2060, Ext. 2681
Mahmadi@worldenergy.net

Phibro-Tech, Inc.

8851 Dice Road
Santa Fe Springs, CA 90670

Mr. Robert Murtha

(562) 273-0128, Ext.
robert.murtha@pahc.com

UTILITY COMPANY LISTING

Plains All American Pipeline

5900 Cherry Avenue
Long Beach, CA 90805

David Delgado

(562) 728-2054, Ext.
ddelgado@paalp.com

San Gabriel Valley Water Company

15966 Arrow Route
Fontana, CA 92335

Alan Frost

(909) 201-7375, Ext.
awfrost@sgvwater.com

Santa Fe Engergy

11651 Telegraph Road
Santa Fe Springs, CA 90670

Kamal El Shahawy, President

(562) 644-4761, Ext.
kamal@downeydistributing.com

Shell Pipeline Company L.P.

150 N. Dairy Ashford A2
Houston, TX 77079

Clarinda Maldonado

(800) 438-7752, Ext.
SPLC-Encroachments@shell.com

Southern California Edison Company

9901 Geary Avenue
Santa Fe Springs, CA 90670

Reymundo Moreno and Adrian Simon

(562) 903-3185, Ext.
reymundo.moreno@sce.com

UTILITY COMPANY LISTING

Southern California Gas Company

1919 S. State College Boulevard
Anaheim, CA 92806-6114

Michael Covarrubias, Planning Associate

(714) 634-7260, Ext.

MCovarrubias@semprautilities.com

Suburban Water Systems

1325 N. Grand Avenue, Suite 100
Covina, CA 91724

Mr. Warjay Naigan

(626) 543-2627, Ext.

wnaigan@swwc.com

Tesoro Refining & Marketing Company

4 Centerpointe Drive #161
La Palma, CA 90623-1066

H. C. Winson

(714) 670-5125, Ext.

Henry.Winsor@bp.com

The Gas Company

9400 Oakdale Avenue
Chatsworth, CA 91311

Utility Coordinator

(818) 701-3448, Ext.

SoCalGasTransmissionUtilityRequest@semprautilities.com

AtlasRequests/WillServeAnaheim@semprautilities.com

Torrance Logistics Company, LLC

12851 E. 166th Street
Cerritos, CA 90703-2103

Ms. Eleanor Marx , Contract Right-of-Way Agent

(310) 212-1794, Ext.

TOR.ROW@pbfenergy.com

UTILITY COMPANY LISTING

Underground Service Alert

P.O. Box 77070
Corona, CA 92877

Utility Coordinator

(800) 442-4133, Ext.

Union Pacific Railroad

1400 Douglas Street, stop 1690
Omaha, NE 68179-1690

Manager Contracts-RE

Union Pacific Railroad Co.

2015 South Willow
Bloomington, CA 92316

Daniel Z. Moreno

(909) 685-2288, Ext.
dzmoreno@up.com

ATTACHMENT C

CITY OF SANTA FE SPRINGS DEPARTMENT OF FIRE-RESCUE APPARATUS BAY DOORS REPLACEMENT EVALUATION SHEET

Bidder Name: _____

Reviewer Scores:

Reviewer 1 Reviewer 2 Reviewer 3

Three (3) Score Average: _____

Evaluation criteria are as follows:

No.	Evaluation Criteria	Scoring Method	Weight (Points)	Score
1.	Quality and Responsiveness of the Proposal	Points Based	15	
2.	Thoroughness of Scope of Work	Points Based	30	
3.	Cost	Points Based	30	
4.	References	Points Based	15	
5.	Warranty	Points Based	10	
	Total		100	

Reviewer

Score Total

Print Name

Signature

ATTACHMENT D

Example Pictures

Front Doors (Exterior)



Rear Doors (Exterior)



Rear Doors (Interior)





City of Santa Fe Springs

City Council Meeting

ITEM NO. 10F

July 18, 2023

CONSENT AGENDA

City Hall Roof Replacement – Award of Contract

RECOMMENDATION

- Appropriate \$1,290,000.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the City Hall Roof Replacement (PW 220005);
- Accept the bids; and
- Award a contract Best Contracting Services, Inc., of Gardena, California, in the amount of \$1,512,816.00.

BACKGROUND

The City Hall Roof has sustained a substantial amount of damage due to exposure from weather elements causing the deterioration of roof material and creating numerous leaks into the facility. The City Hall roof has exceeded its service life and requires replacement. The scope of work consists of the complete removal of the existing built-up roofing systems (approximately 23,350 square feet), installation of a specified TREMCO (or equal) roofing system with appurtenances including any sub-roof plywood replacement as needed, installation of new roof ladders, replacement of all deteriorated drain covers and the repair of lobby skylight.

In an effort to minimize the impact on City Hall patrons, City Council and staff, the contractor will construct the project in three phases. All of the work must be completed in each phase before proceeding to the next phase. All hot moping will be performed on the Fridays City Hall is closed and/or Saturdays/Sundays. The contractor's activities will be confined to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday and 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays. The contractor will also furnish/install mobile Air Conditioning units and fans in the City Hall Chambers/offices throughout the phases of the project. The above mentioned conditions imposed on the contractor has increased the overall construction cost.

Bids were opened on June 28, 2023, and a total of three bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was Best Contracting Services, Inc., of Gardena, California, with a bid totaling \$1,512,816.00. The bid proposal for the following bidders reflects the bid amount read publicly during the bid opening held on June 28, 2023, and staff audited corrected results.

Company Name	Publicly Read Bid	Audited Bid
1. Best Contracting Services, Inc.	\$1,512,816.00	\$1,512,816.00
2. AME Builders Inc.	\$1,871,300.00	\$1,871,300.00
3. Letner Roofing Co.	\$2,000,000.00	\$2,000,000.00

The bid proposal submitted by Best Contracting Services, Inc., in the amount of \$1,512,816, is approximately 23% above the Engineer's Estimate of \$1,223,350.

Report Submitted By: Yvette Kirrin
Interim Director of Public Works

Date of Report: July 14, 2023

The Department of Public Works has reviewed the bids and determined the low bid submitted by Best Contracting Services, Inc., to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed agreement.

FISCAL IMPACT

The City Hall Roof Replacement project is an approved Capital Improvement Plan project. The project is funded through Capital Improvement Plan / Utility Users Tax (UUT) Funds with a budget of \$715,000. Staff is recommending an appropriation of funds in the amount of \$1,290,000 from the Utility Users Tax Capital Improvement Fund to the City Hall Roof Replacement (PW 220005) to offset the total project budget shortfall.

The total project cost breakdown is as follows:

<u>ITEM</u>		<u>BUDGET</u>
Construction	\$	1,512,816
Design	\$	62,000
Engineering	\$	80,000
Inspection	\$	80,000
Contingency	\$	270,184
Total Project Cost	\$	2,005,000

Approved CIP Project

Approved UUT Funds

City Hall Roof Replacement	\$	715,000
Anticipated Total Project Expenditures	\$	(2,005,000)
Project Budget Shortfall	\$	1,290,000

INFRASTRUCTURE IMPACT

Upon completion of the City Hall Roof Replacement project, the roof service life will be renewed, and the materials inside the building will be properly protected and maintenance repairs will be reduced.



Tom Hatch
Interim City Manager

Attachment:

1. Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
CITY HALL ROOF REPLACEMENT
IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this day of 18th day of July, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Best Contracting Services, Inc., as CONTRACTOR in the amount of \$1,512,816.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

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

CONTRACTOR

BEST CONTRACTING SERVICES, INC.

By:

SEAN TABAZADEH, CEO/SECRETARY

ADDRESS

CITY OF SANTA FE SPRINGS

By:

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10G

July 18, 2023

CONSENT AGENDA

On-Call Transportation Services for Bussing Services with A&D – Contract Renewal

RECOMMENDATION

- Approve the agreement with A&D Transportation L.P., of Santa Fe Springs California, to provide On-Call Transportation Services; and
- Authorize the Mayor to execute the agreement on behalf of the City.

BACKGROUND

On February 13, 2020, the City Council approved the On-call Transportation Services agreement with A&D Transportation L.P. (A&D) to provide on-call transportation bussing services. The services included staff augmentation and charter services. The Agreement expired on February 13, 2023. We are seeking authorization to enter into another three-year (3) agreement with A&D, effective July 19, 2023, through June 30, 2026.

With the recent approval of an additional full-time bus driver, we anticipate using fewer staff augmentation services. However, we feel it is prudent to have an on-call transportation service in case of unforeseen future events.

Staff requests that the City Council approve a three-year agreement with a cost not to exceed \$150,000 for the total three-year term. A&D has provided transportation services to the City for the past 20 years and is familiar with the City's high standard of service provided to residents. Additionally, they are familiar with the City routes, programs, and residents.

LEGAL REVIEW

The City Attorney's office has reviewed the On-call Transportation Services Agreement.

FISCAL IMPACT

The cost associated with the agreement will be paid using Local Return funds and will have no impact on the General Fund or Fiscal Year 2023/24 Public Works Budget.

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

Tom Hatch
Interim City Manager

Attachment:

Attachment No. 1: Professional Services Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
A&D TRANSPORTATION, L.P.**

This Professional Services Agreement ("Agreement") is made and effective as of July 19, 2023 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and A&D Transportation, L.P. a Delaware limited partnership ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 19, 2023 and shall remain and continue in effect until the services described herein are completed, but in no event later than June 30, 2026 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in the Scope of Work, attached hereto as Exhibit A, and Consultant's Rates and Conditions, attached hereto as Exhibit B, both 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 Exhibits A and B and contain 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 One Hundred Fifty

Thousand dollars (\$150,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by [the City Manager] or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. 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.
- E. Consultant will not employ any regular employee of the City while this Agreement is in effect, nor shall the City employ any regular employee of the Consultant while this Agreement is in effect.

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: Kevin Periman

To Consultant: A&D Transportation L.P.
9850 Terradell Street
Pico Rivera, CA 90650
Tel: (562) 942-8099
Attention: Andy Hernandez

17. 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.

18. 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.

19. 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.

20. 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.
employees perform services similar to those services contemplated by this Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 Scope of Services
 Exhibit B Rates and Conditions

Exhibit C Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
RATES AND CONDITIONS

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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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.



CONSENT AGENDA

Proposition A Discretionary Incentive Grant Program for Data Sharing – Approval of MOU with Metro

RECOMMENDATION

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

BACKGROUND

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, establishing a one-half percent sales tax for public transit purposes. The City is entitled to funds under the Proposition A Discretionary Incentive program for collecting and reporting data for the National Transit Database (NTD) from the Fiscal Year (FY) 2019-20 Report year.

On March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the Fiscal Year 2021-22 apportionments, allocations, and program information including unit values for the data reported to the NTD. At its September 26, 2021 Board meeting, LACMTA approved the Fiscal Year 2021-22 transit fund allocations. This includes a \$14,100 payment to the City of Santa Fe Springs for voluntarily submitting NTD data to LACMTA for Fiscal Year 2019-20, including supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 Crisis.

LEGAL REVIEW

The City Attorney's office has reviewed the proposed MOU

FISCAL IMPACT

Entering into the MOU with LACMTA entitles the City to collect \$14,100 of Proposition A funds for collecting and reporting FY 2019-20 NTD statistics. These additional funds will benefit the City's existing dial-a-ride services.

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

Tom Hatch
Interim City Manager

Attachment:

1. Los Angeles County Metropolitan Transportation Authority-Memorandum of Understanding.

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2020**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2022 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Santa Fe Springs (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20; and

WHEREAS, the City has voluntarily submitted their FY2019-20 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2019-20 Report Year (the "Project"); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-22 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **May 1, 2022**, through **June 30, 2025** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2019-20 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2019-20 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2020**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2019-20 NTD statistics. LACMTA shall pay the City for submitting the FY 2019-20 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 15045 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

CRRSAA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$5,719 in CRRSAA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2025**, in the amount of **\$14,100** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAISFES22000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
Santa Fe Springs
11710 Telegraph Rd.
Santa Fe Springs, CA 90670
Attn: Jose Barrios
joebarrios@santafesprings.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Santa Fe Springs

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Legal Counsel

By: _____
Deputy

Date: _____

Date: _____



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10I

July 18, 2023

CONSENT AGENDA

City of Irwindale Agreement for Traffic Signal Maintenance Services

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

BACKGROUND

The City of Santa Fe Springs has been providing traffic signal maintenance services to the City of Irwindale since October 1995. There was an agreement modification in 2014, to define the scope of work, as well as an update to the number of traffic signals, and flashing beacons. Currently the City of Irwindale has twenty-four (24) signalized intersections at various locations that are 100% within Irwindale's jurisdiction. Irwindale also has two (2) yellow flashing beacons.

There was a five-year agreement extension in 2014 that has expired. Staff recommends approving the attached agreement to continue the Traffic Signal Maintenance Services. The agreement term will continue subject to a 90 day written notice of termination by either City of Irwindale or City of Santa Fe Springs.

The scope of work remains unchanged and the monthly charges remain the same, as Santa Fe Springs will continue to provide routine maintenance to the traffic signals and flashing beacons and extraordinary maintenance of the street lights, in-pavement lighting, and radar feedback signs.

LEGAL REVIEW

The City Attorney's office has reviewed the traffic signal agreement.

FISCAL IMPACT

This agreement with City of Irwindale generates at least \$50,000 yearly in additional revenue.

INFRASTRUCTURE IMPACT

There is no infrastructure impact.

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

Tom Hatch
Interim City Manager

Attachments

1. Traffic Signal Agreement with the City of Irwindale

**CITY OF IRWINDALE
AGREEMENT

WITH SANTA FE SPRINGS
FOR TRAFFIC SIGNAL MAINTENANCE**

THIS AGREEMENT is made and entered into this **18th** day of **July, 2023** by and between the City of Irwindale, a Charter City ("Irwindale") and the City of Santa Fe Springs, a municipal corporation ("Contractor"). Contractor and Irwindale are sometimes collectively referred to as ("Parties").

WITNESS

WHEREAS, on October 23, 2014, Parties entered into Agreement for traffic signal, illuminated street name sign and highway intersection lighting maintenance (the "2014 Agreement"); and

WHEREAS, Parties desire for this Agreement to replace and

WHEREAS, Irwindale has twenty-four (24) signalized intersections at various locations shared with other agencies, and from time to time, may signalize other intersections; and

WHEREAS, Irwindale has two (2) yellow flashing beacon locations 100% owned by Irwindale; and

WHEREAS, Irwindale seeks 24-hour maintenance of Irwindale's traffic signals; and

WHEREAS, Contractor has specialized knowledge, training, and experience in the routine preventative and extraordinary maintenance services of traffic signals; and

WHEREAS, Contractor desires to perform the maintenance services for Irwindale under this Agreement; and

WHEREAS, Irwindale desires Contractor provide such services, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to provide routine preventative and extraordinary maintenance services for existing traffic signals, and those new traffic signals that from time to time may be installed by Irwindale during the life of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. CONTRACT TERM

This Agreement is effective as of date first listed above and upon execution by both Parties and may be terminated at any time in accordance with Section 5 of this Agreement.

2. MANAGEMENT

Irwindale's Director of Engineering / Building Official shall represent Irwindale in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to expand the tasks to be performed or change the compensation due to Contractor. Irwindale's City Manager shall be authorized to act on Irwindale's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation, subject to Section 4 hereof. Contractor's Director of Engineering / Building Official, or his/her designee, shall represent Contractor in all matters pertaining to the administration of this Agreement for Contractor, but not including the authority to expand the tasks to be performed. Contractor's City Manager, or his/her designee, shall be authorized to act on Contractor's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation.

3. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Scope of Work which is also set forth in Exhibit B.

4. PAYMENT

(a) Irwindale agrees to pay Contractor a flat monthly rate of \$75.00 per signal (23 signals) for routine maintenance and \$40.00 per flasher (2 flashers) per month based upon actual signals inspected and maintained, which represents the parties' reasonable estimate of the actual costs of inspection and maintenance for the signal. Those monthly rates shall be used for billing through June 30, 2024. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted based on the most recent Consumer Price Index (CPI) for the Los Angeles area for each fiscal year upon 60 days written notice and written approval by Irwindale. In no event shall the rates be revised or adjusted to an amount that exceeds a 6% increase from the previous fiscal year.

(b) Contractor shall not be compensated for any services, including extraordinary maintenance, ("additional services") rendered in connection with its performance of this Agreement which are in addition to routine maintenance, unless the additional services are authorized in advance and in writing by Irwindale's Director of Engineering / Building Official or her/his designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Irwindale's Director of Engineering / Building Official or her/his designee and Contractor at the time

Irwindale's written authorization has been given to Contractor for the performance of those services. Irwindale's City Manager may approve amendments to this Agreement for additional work up to the amount authorized pursuant to the most recent Irwindale Council-approved administrative policies relating to Irwindale's City Manager's authority to enter into new agreements. Any additional services in excess of that amount shall be approved by Irwindale's City Council.

(c) Contractor will submit invoices monthly for actual routine maintenance, extraordinary maintenance and additional services satisfactorily performed. Invoices shall be submitted on or about the tenth business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty days (30 days) after receipt of each invoice as to all non-disputed fees. If Irwindale disputes any of Contractor's fees, then it shall give written notice to Contractor within thirty days (30 days) after receipt of an invoice of any disputed fees set forth on the invoice.

(d) The first bill in each fiscal year for routine maintenance shall show the itemization of salaries and wages, material equipment, and appropriate overheads upon which the flat rates referred to in Section 4a, are based. Materials shall include miscellaneous items of service and expense. All bills for extraordinary maintenance and additional services shall show the itemization specified above.

(e) Payment for extraordinary maintenance and additional services shall include actual salaries, wages, parts and equipment costs and may include an additional 17% added to salaries and wages for overhead and to equipment for depreciation and that 17% shall be shown as separate line items in the invoices for extraordinary maintenance. The cost of parts or supplies is based on actual costs plus a 15% markup. In addition, Contractor's services will be billed on an actual invoice plus a 10% markup.

5. TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Irwindale or Contractor may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the other party at least ninety days' (90 days') prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under the Agreement, unless notice provides otherwise. If Irwindale terminates a portion of the Agreement, then such termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, Irwindale shall pay to Contractor the actual value of the work satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Contractor will submit an invoice to Irwindale pursuant to Section 4.

6. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event Contractor is in default for cause under the terms of this Agreement, Irwindale shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor following notice of default and an opportunity to cure, as set forth in subsection (b) of this Section. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, then it shall not be considered a default.

(b) If Irwindale's City Manager or his/her delegate determines Contractor is in default in the performance of any of the terms of this Agreement, then he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten days (10 days) after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Irwindale 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.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Irwindale that relates to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Irwindale or its designees at reasonable times to such books and records; shall permit Irwindale to make transcripts therefrom as necessary; and shall allow inspection of all work, 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 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 to be performed pursuant to this Agreement shall become the sole property of Irwindale and may be used, reused, or otherwise disposed of by Irwindale without the permission of Contractor. With respect to computer files, Contractor shall make available to Irwindale, at Contractor's office and upon reasonable written request by Irwindale, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

8. INDEMNIFICATION

(a) Neither Irwindale nor any officer or employee of Irwindale shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement. It is also understood and agreed, pursuant to Government Code, Section 895.4, Irwindale shall fully indemnify, defend, and hold harmless Contractor from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Irwindale under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Irwindale under this Agreement.

(b) Neither Contractor nor any officer or employee of Contractor shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Irwindale under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Irwindale under this Agreement. It is also understood and agreed, pursuant to Government Code, Section 895.4, Contractor shall fully indemnify, defend, and hold harmless Irwindale from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement.

9. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to Irwindale a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Irwindale nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent it or any of its officers, employees, or agents in any manner officers, employees, or agents of Irwindale. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against Irwindale, or bind Irwindale in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Irwindale shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Irwindale. Irwindale shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

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

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Irwindale or Contractor, or their designees or agents, and no public official who exercises authority over responsibilities with respect to the services performed under this Agreement 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 work to be performed in connection with this Agreement.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Irwindale's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Irwindale's City Manager or unless requested by the Irwindale's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a public records request, subpoena, or court order shall not be considered "voluntary" provided Contractor gives Irwindale notice of such request, court order or subpoena.

(b) Contractor shall promptly notify Irwindale should Contractor, its officers, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. Irwindale retains the right, but has no obligation, to represent Contractor (with Contractor consent) and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Irwindale and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Irwindale's right to review any such response does not imply or mean the right by Irwindale to control, direct, or rewrite said response.

13. 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 1) personal service; 2) 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 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

To Irwindale: City of Irwindale
 Attention: City Manager
 5050 N. Irwindale Drive
 Irwindale, CA 91706

To Contractor: City of Santa Fe Springs
 Attention: City Manager
 11710 Telegraph Road
 Santa Fe Springs, CA 90670

14. ASSIGNMENT

Contractor shall, under no circumstances, assign this Agreement, in whole or in part, to another party without the express written consent of the City Council of Irwindale. On occasion, Contractor is allowed to use subcontractors for specialty items, such as installation of loop detectors, crane work, boring for underground conduits, etc.; provided, that Contractor has notified Irwindale's Director of Engineering / Building Official of such work.

15. GOVERNING LAW

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

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding between Parties relating to the obligations of Parties described in this Agreement. All prior or previous agreements, including, but not limited to, the 2009 Agreement, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Parties are 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. Subsequent modifications to this Agreement shall be effective only if in writing and signed by authorized representatives of Parties.

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

CITY OF Irwindale,
a Charter City

CITY OF SANTA FE SPRINGS,
a General Law City

By: _____
Julian A. Miranda, City Manager

By: _____
Tom Hatch, Interim City Manager

ATTEST:

ATTEST:

By: _____
Laura M Nieto, Chief Deputy City Clerk

By: _____
Janet Martinez, City Clerk

Approved As To Form:

Approved As To Form:

Adrian R. Guerra, City Attorney

Ivy M. Tsai, City Attorney

ATTACHMENTS:

Exhibit A: Locations for Maintenance of Traffic Control Devices

Exhibit B: Scope of Work

CITY OF IRWINDALE
EXHIBIT "A"
LOCATIONS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

	LOCATION	INTERSECTION LIGHT	ILLUMINATED STREET LIGHT
01	Arrow Highway (E) at Live Oak Avenue	7	2
02	Arrow Highway (W) at Live Oak Avenue	9	2
03	Arrow Highway at 4th Street	7	4
04	Arrow Highway at Avenida Barbosa	6	2
05	Arrow Highway at Azusa Canyon Road	4	4
06	Arrow Highway at Irwindale Avenue	8	4
07	Arrow Highway at Morada Street	2	2
08	Arrow Highway at Rivergrade Road	6	3
09	Arrow Highway at Santa Fe Dam (Bike Trail - Eastbound)	Flashing Beacon	-
10	Arrow Highway at Santa Fe Dam (Bike Trail - Westbound)	Flashing Beacon	-
11	Buena Vista Street at Avenida Barbosa - Bateman Avenue	2	0
12	Azusa Canyon Road at Cypress Street	7	4
13	Commerce Drive at Rivergrade Road	4	2
14	Irwindale Avenue at Calle De Paseo	2	0
15	Irwindale Avenue at Calle Del Norte	6	4
16	Irwindale Avenue at Foothill Boulevard	2	2
17	Irwindale Avenue at / Gateway Business Drive	4	4
18	Irwindale Avenue at Martinez Street / Tapia Street	4	0
19	Irwindale Avenue at Ornelas Avenue	7	4
20	Live Oak Avenue at Irwindale Speedway	4	2
21	Live Oak Avenue at Longden Avenue	4	2
22	Myrtle Avenue at Longden Avenue	6	2
23	Stewart Avenue at Rivergrade Road	8	4
24	Arrow Highway at Santa Fe Dam (Ped-Bike Crossing)	2	0
25	Irwindale Avenue at Jardin De Roca/Irwindale Road		
26	Los Angeles Street at Home Depot Distribution Dwy		

**CITY OF IRWINDALE
AGREEMENT – EXHIBIT B**

SCOPE OF WORK

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Irwindale's twenty-three (23) signalized intersections, and two (2) flashing beacons 100% Irwindale owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in similar services, as are required by Contractor, in meeting its obligations under this Agreement. All services required under this Agreement will be performed by Contractor, and all personnel shall possess the qualifications, permits and licenses required by the State and local law to perform such services.

A. Permits and Licenses

Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Agreement.

B. Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

C. Equipment Required

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of its own, while it is repairing the defective controller or component.

D. Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, arrival time to location, hour of day, description of service work performed, and the certified technician's name who completed the work. A copy of such record shall be maintained at all times within the controller cabinet of each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. Each invoice, including attachments, shall have a minimum of the following but not limited to:

1. Location of intersection
2. Technician Name

3. Detailed breakdown of work performed
4. Date of invoice and date of work performed
5. Technician arrival time
6. Requestor's name and call back number
7. Description of damaged work and work performed
8. Invoice number
9. Purchase Order Number

E. Shutdowns

Contractor shall request the assistance from Irwindale's Public Works Department at (626) 430-2259 or (626) 430-2210 and notify Irwindale's Director of Public Works or her/his authorized representative or designee at (626) 430-2259 or (626) 430-2210, of any signal turn-offs or turn-ons, if traffic is very heavy and Contractor feels it cannot safely bring up the signal.

F. Compliance

Contractor shall comply with all applicable codes, ordinances, laws, rules, regulations.

G. Labor Strike

It shall be the responsibility of Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in Irwindale. In case of a labor strike, Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause Irwindale to take whatever action is deemed necessary to provide such service, and the cost will be borne by Contractor.

H. Failure to Perform

If Contractor neglects to perform any of the work properly, or fails to perform any provision of this contract, then Irwindale, within three (3) days after written notice to Contractor, may, without prejudice to any other remedy it may have, make good on such deficiencies, and may deduct the cost thereof from the payment then or thereafter due Contractor; provided, however, that Irwindale's Director of Public Works shall approve such action, and certify the amount thereof to be charged to Contractor.

I. Measurement and Payment

Payment shall be made on a monthly basis for all work satisfactorily completed the prior month. A single invoice that itemizes as follows is required:

- Routine Maintenance work; and
- Extraordinary Maintenance work

J. Routine Maintenance

The price for Routine Maintenance shall include the following services, and any other service not specified in this subsection shall fall under the category of "Extraordinary Maintenance."

(1) Coordination Timing

For non-interconnected pre-timed systems of pre-timed controllers, Contractor shall check coordination timing not less than once each month.

(2) Monthly Inspections

Contractor shall perform monthly inspections of each signalized intersection as follows:

- (a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing or damaged parts.

During the walk around, depress all pedestrian push buttons, and observe for proper timing operation and display. As soon as possible, replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary. Such repairs would be payable under Section K (Extraordinary Maintenance of this Agreement).

- (b) Closely examine the functioning of the traffic controller in relation to the approaching traffic, and compare the timing chart to the intervals that are timed by the traffic controller. Correct the time of intervals, if necessary, as per the timing card and note any changes on the P.M. sheet.
- (c) Observe traffic as it approaches the intersection, in order to determine if the detector loops, detector loop cables, and amplifiers are operating properly. Adjust or re-tune detect amplifiers, if necessary.
- (d) Inspect all load switches, ground-level photo-cells, dials, controller cabinet switches, relays, clocks, cabinet locks, cabinet mechanisms, cooling fans, etc., and make routine adjustments or minor repairs, if necessary.
- (e) Clean the controller cabinet; vacuum if necessary; remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause, and remedy the condition. Check the filter, and replace it if necessary.

- (f) Maintain a clear and accurate record of the field inspection in the controller cabinet. This record will include the monthly inspection summary showing the date and time checked, and who checked it. If a controller needs to be replaced due to malfunctioning and needs repair, then Contractor shall notify Irwindale's Public Works Department within 24 hours of controller replacement. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.
- (g) Replace the air filter elements in all cabinets so equipped, every twelve (12) months during the term of this Agreement.
- (h) A nighttime survey (Night Tour) shall be conducted quarterly to inspect and identify any inoperable intersection lighting, street lighting, soffit lighting, and illuminated street name signing. A report of all findings and actions from such survey shall be sent to Irwindale's Director of Public Works for review.
- (i) Notify Irwindale's Public Works Department when the visibility of traffic signal indications or intersection lighting is impaired by trees, shrubbery, or other obstacles.

K. Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

- Repair of failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, replacement or excavation; or
- Minor upgrading or installation as directed by Irwindale.
- Repair of broken lenses, missing or damaged parts, burned-out indications, etc. that are found during the monthly Routine Maintenance and Night Tour inspections.
-

(1) Repair

Contractor shall repair any and all defective parts of the signal system that cause the signal failure or malfunction, as the occasion arises, such as the signal controller, pedestrian timers, timing dial, master controllers, coordinating units, (State of California) synchronizer and interconnect, flashers, all kinds of burnouts, detector loops, push buttons, sensing units, communication hardware, and wiring systems, etc., unless the failure or malfunction falls in the category of "Routine Maintenance" as defined in this Agreement.

(2) Loop Detector Replacement

Once it is determined by Irwindale a loop detector has so deteriorated that applying more epoxy is insufficient, the loop detector shall be replaced upon receiving approval from Irwindale's Director of Public Works. Contractor shall provide a schedule for installation of any loop detectors with an estimated completion date.

(3) Lamp Replacement

Contractor shall replace all lamps and Light Emitting Diodes (LED's) in all signals on an 80% depletion curve, in accordance with the time schedule contained in the specifications. All traffic signal lamps must conform to the standards of the N.E.M.A., U.L., E.I.A., A.S.T.M., A.N.S.I., and any local ordinance that may apply.

If incandescent lamps are present and are in need of replacement based upon the above criteria, Contractor shall replace the lamp to an approved manufacturer LED.

Contractor agrees and acknowledges Irwindale's traffic signals contain LED's, which include red, amber and green balls and arrows.

(4) LED Replacement

Contractor agrees to use only standard traffic signal LED's equivalent in performance, reliability and durability to those manufactured to California Department Transportation's (Caltrans) standards. Contractor agrees to supply all labor and equipment to perform the re-lamping function, with the cost of the LED's and associated installation labor to be invoiced to Irwindale. Contractor shall clean, polish and inspect all lenses and reflectors at the time the traffic signals are re-lamped. At this time, all broken or deteriorated parts will be replaced or changed, as necessary, signal heads aligned, mast arm mounted, street name signs adjusted, and optically programmed signal heads adjusted.

(5) Pedestrian Signals and Street Name Signs

Contractor shall replace pedestrian signal modules and internally illuminated street name sign lamps, as they become dim or inoperative. Contractor shall also replace ballasts and transformers for these units as required.

(6) Lighting at Intersections

Intersection lighting at signalized intersections are to be replaced as they become inoperative, or when directed by Irwindale. High pressure sodium lamps are to be used for replacement.

(7) Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps or LED's, turned heads and controller malfunctions, or any damage creating a public hazard. The intersections where said traffic signals are located shall be monitored during monthly inspection and quarterly night tours by Contractor or his representatives. Contractor shall repair parts, replace parts and lamps or LED's, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where representatives of Contractor can be reached 24 hours per day. This telephone number is to be made available to all persons designated by Irwindale.

Contractor shall make immediate service calls on an emergency basis, responding within two (2) hours in the event of malfunctions of the controller or signal system, or turned head.

(8) Notification

Contractor shall contact Irwindale's Director of Public Works regarding any Extraordinary Maintenance work (except that necessary to maintain operation) that exceeds \$1000 in cost and seek approval from Irwindale's Director of Public Works before the work is scheduled or commenced.

(9) Emergencies

When directed by Irwindale, Contractor shall respond immediately to emergency calls such as a total blackout, and dispatch the qualified personnel and equipment to reach the site within two (2) hours of Irwindale's direction under normal circumstances.

For an emergency repair of a signal that requires the turning off of power to the signal, the following procedure of traffic control shall apply.

- (a) Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of Irwindale's direction.

Contractor's vehicle shall carry stop signs, traffic cones and other equipment that shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, Irwindale's Director of Public Works, or her/his designated representative.

(10) Materials

Materials used in Extraordinary Maintenance shall be paid at Contractor's actual cost from the supplier, plus a 15% markup. All materials and parts shall be new or have the approval of Irwindale's Director of Public Works, if otherwise not new. Irwindale has the right to inspect Contractor's records to verify any material costs used for work relating to Extraordinary Maintenance.

(11) Direct Labor

As part of its monthly invoice, Contractor shall present a record of hours spent on Extraordinary Maintenance of traffic signals and appurtenances per intersection. Irwindale shall pay Contractor's direct cost for such hours of Extraordinary Maintenance as stated below:

Regular time rates will be charged to Irwindale for labor between 6:00 am to 5:00 pm, Monday through Friday. Overtime rates will be charged to Irwindale for labor between 5:00 pm and 8:00 am on weekdays, and 24 hours on Saturdays, Sundays and holidays. Under this Agreement, holidays mean New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, the day before Christmas from 12 noon to 5:00 pm, if Christmas falls on a day other than Saturday, Sunday or Monday, Christmas Day, the day after Christmas, in those years in which Christmas falls on a Thursday and every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

(12) Equipment

Irwindale shall pay Contractor's direct cost for equipment used in Extraordinary Maintenance. All salvaged or damaged materials that cannot be repaired or reused shall be delivered by Contractor to a location designated by Irwindale's Engineer. All damaged materials that can be repaired for re-use in Contractor's signal shop, shall be removed to the shop for such repairs, and shall be reinstalled when repaired

(13) Painting

Contractor shall provide a cost to Irwindale to repaint all, signal heads, back plates and visors, unless directed otherwise by Irwindale, at least once during the term of this Agreement. Repainting shall be conducted by a method mutually agreed to by both parties.

(14) Maintenance and Inspections

Contractor shall provide intersection lighting and/or street lighting maintenance and inspections in the City of Irwindale.

(15) Conflict Monitor Testing

Contractor shall provide conflict monitor testing. If Contractor determines a conflict monitor unit is defective or malfunctioning, then Contractor shall conduct repairs in accordance with Sections K.(1) and K.(8) above.

L. Protection and Traffic Control

(1) Protection

Contractor shall be responsible for, and shall provide and maintain all required barricades, railings, lights and warning signs, and shall take all necessary precautions to avoid injury or damage to any person or property, and shall, at its own cost and expense, defend, protect and indemnify Irwindale against any claim or liability arising from, or based on the lack of proper safeguards or negligence, whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and proper storage facilities during the progress of the work. It shall provide for the safety and good condition of all work, and replace all damaged or defective work, materials and equipment.

Contractor shall exercise diligence to avoid damage to sprinkler piping, valves, trees, planting, turf, etc., in addition to buildings, structures, pavement, fences and footings. Any required tree branch trimming or removal shall be brought to the attention of Irwindale promptly, and shall be performed by Irwindale personnel.

M. Traffic Control

Traffic control shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), latest edition, and must be approved by Irwindale's Director of Public Works or his/her designee.

Contractor shall conduct his operation as to cause the least possible obstruction and inconvenience to vehicular and pedestrian traffic.

Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the California MUTCD, latest edition, or as may be deemed necessary by Irwindale's Director of Public Works, to give adequate warning to the public at all times the road or street is obstructed, and of any abnormal conditions to be encountered as a result thereof.

(1) Payment for Traffic Control

Payment for barricading, protection and vehicular and pedestrian traffic control shall be included in the cost estimate for extraordinary maintenance to adequately perform the work involved to the satisfaction of Irwindale's Director of Public Works.

N. Guarantee

Contractor hereby guarantees the entire work performed by it under this Agreement will meet fully all requirements thereof as to quality of workmanship and materials furnished by it.

Contractor hereby agrees to make, as its own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by it that become known within one (1) year of the repair or replacement and upon notice to Contractor regarding said defects.

O. Record Requests

At the request of Irwindale's Director of Public Works or her/his designee, Contractor shall provide timing chart information, cost account information or any other documentation related to services provided by Contractor. All third party requests for records shall be routed through the City of Irwindale's Director of Public Works and all requested records will be routed to the Director of Public Works for release to the third party. Contractor shall be entitled to compensation for such requests on a time and materials basis in accordance with Section 4.(e) of the Agreement.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10J

July 18, 2023

CONSENT AGENDA

Approval of Parcel Map No.082433 – 9920 Pioneer Boulevard

RECOMMENDATION

- Approve Parcel Map No. 082433;
- Find that Parcel Map No. 082433 together with the provisions for its design and improvement, is consistent with the City's General Plans; and
- Authorize the City Engineer and City Clerk to sign Parcel Map No. 082433.

BACKGROUND

The subject property, located at 9920 Pioneer Boulevard, is comprised of a single parcel (APN: 8005-010-011) measuring 9.06-acres), and located on the west side of Pioneer Boulevard. The property has a General Plan land use designation of Business Park and a zoning designation of Limited Manufacturing (M-L). The property is currently developed with a multi-tenant industrial business park with seven (7) buildings totally approximately 157,000 square feet. The property is currently unoccupied but the previous businesses included laboratory, office, and various limited industrial and service-type uses.

On April 13, 2020, the Planning Commission approved TPM No. 82433 and DPA Case Nos. 947-949 to allow the property to be subdivided into two separate parcels and construct three (3) industrial buildings totaling approximately 163,500 square feet, including 9,000 square feet of first floor office space and 9,000 square feet of mezzanine office space.

A Parcel Map is required to subdivide the existing Parcel into two Parcels. A full-sized copy of the parcel map is available in the office of the City Clerk.

FISCAL IMPACT

None.

INFRASTRUCTURE IMPACT

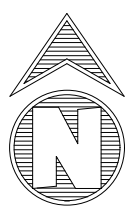
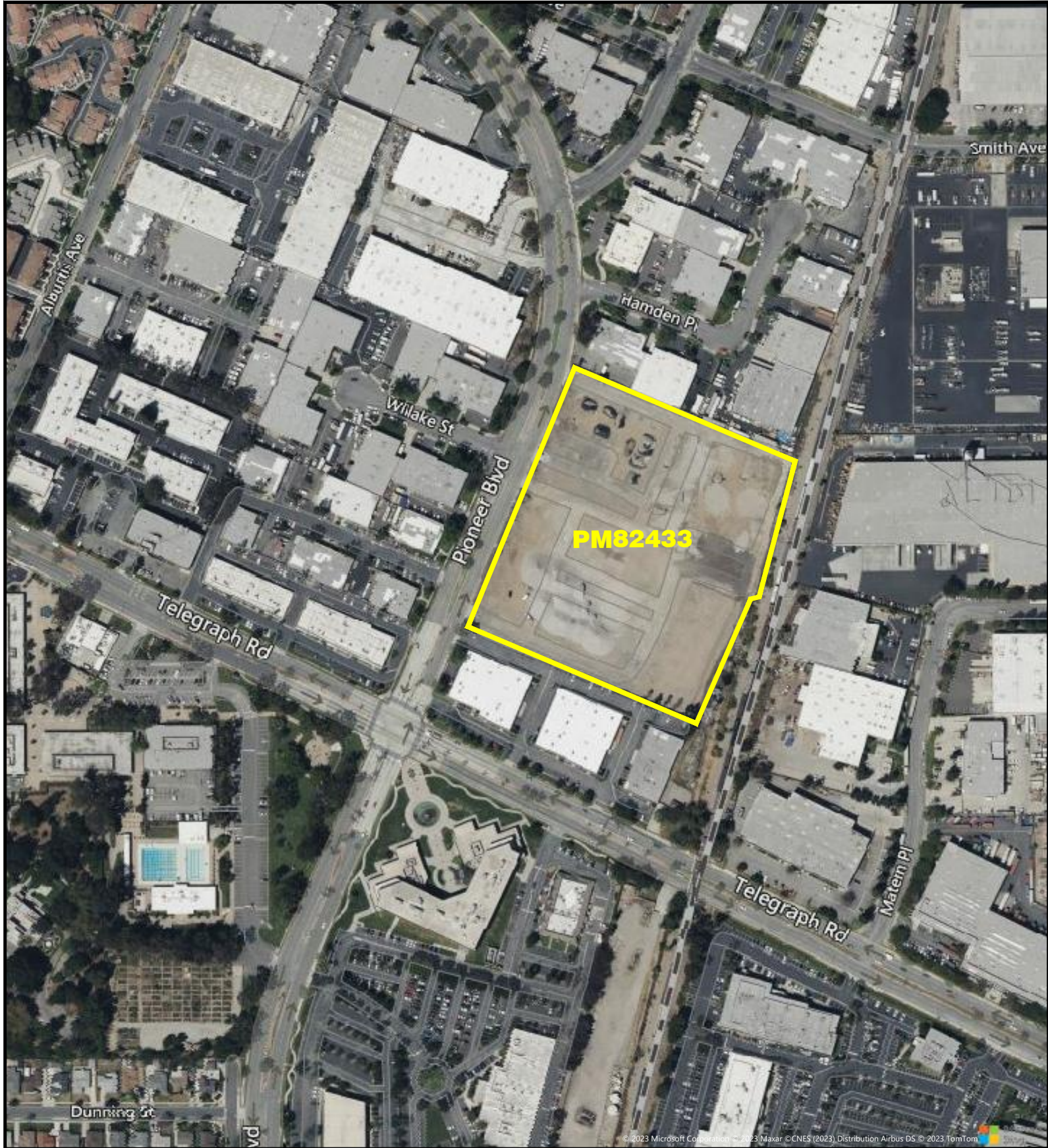
None.

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

Tom Hatch
Interim City Manager

Attachments:

1. Location Map Detail
2. Planning Commission Report



LOCATION MAP

PARCEL MAP 82433
9920, 9960, & 10000 PIONEER BLVD.



City of Santa Fe Springs

Planning Commission Meeting

April 13, 2020

PUBLIC HEARING

Adoption of Mitigated Negative Declaration

Tentative Parcel Map (TPM) No. 82433

Development Plan Approval (DPA) Case Nos. 947-949

TPM No. 82433: A request for approval to subdivide the subject ± 9.06 -acres gross (± 8.34 -acres net) parcel at 9920 Pioneer Boulevard (APN: 8055-010-011) into two separate parcels measuring 5.08-acres and 3.26-acres, respectively;

DPA Case Nos. 947-949: DPA Case No. 947 - a request for approval to allow the construction of an approximately 103,950 sq. ft. concrete tilt-up industrial building (Building 1), DPA Case No. 947 - a request for approval to allow the construction of an approximately 28,146 sq. ft. concrete tilt-up industrial building (Building 2); and DPA Case No. 947 - a request for approval to allow the construction of a 31,422 sq. ft. concrete tilt-up industrial building (Building 3) on property located at 9920 Pioneer Boulevard (APN: 8055-010-011), within the M-L (Limited Manufacturing) Zone; (The Brookhollow Group)

RECOMMENDATIONS:

- Open the Public Hearing and receive any comments from the public regarding Tentative Parcel Map No. 82433, Development Plan Approval Case Nos. 947-949, and related Environmental Documents, and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Regulations and consistent with the goals, policies and program of the City's General Plan; and
- Find that Tentative Parcel Map No. 82433 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of a tentative or final map; and
- Find that the applicant's DPA requests meet the criteria set forth in §155.739 of the City's Zoning Ordinance, for the granting of a Development Plan Approval; and
- Approve and adopt the proposed Mitigated Negative Declaration which, based on the findings of the initial study, indicates that although potential significant effects on the environment have been identified, revisions in the project plan or proposal made by, or agreed to by, the applicant, would avoid the effects or mitigate the effects to a point where clearly no significant effects on the environment would occur, and there is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment; and

RECOMMENDATIONS (Cont.)

- Approve the proposed Mitigation Monitoring and Reporting Program (MMRP) for the proposed project; and
- Approve Tentative Parcel Map No. 8256 and Development Plan Approval Case Nos. 947-949, subject to the conditions of approval as contained with Resolution No. 159-2020; and
- Adopt Resolution No. 159-2020, which incorporates the Planning Commission's findings and actions regarding this matter.

GENERAL INFORMATION

A. Applicant:	The Brookhollow Group 151 Kalmus Drive, Suite F-1 Costa Mesa, CA 92626 (714) 850-3906 rknapp@thebrookhollowgroup.com
B. Property Owner:	KOLL/PER Santa Fe Springs, LLC 151 Kalmus Drive, Suite F-1 Costa Mesa, CA 92626 (714) 850-3906 rknapp@thebrookhollowgroup.com
C. Subject Property:	9920 Pioneer Boulevard APN: 8055-010-011 Santa Fe Springs, CA 90670
D. Existing Zone:	M-L (Limited Manufacturing)
E. General Plan:	Business Park
F. CEQA Recommendation:	Mitigated Negative Declaration
H. Staff Contact:	Cuong Nguyen, Senior Planner cuongnguyen@santafesprings.org Phone: (562)-868-0511 Ext 7359

LOCATION / BACKGROUND

The subject property, at 9920 Pioneer Boulevard, is located on the east side of Pioneer Boulevard approximately 250 feet north of Telegraph Road and 140 feet south of Hamden Place. The subject property is comprised of a single parcel (APN: 8055-010-011) measuring approximately ± 9.06 -acres gross (± 8.34 -acres net). The property is zoned M-L (Limited Manufacturing) and is currently developed with seven buildings (totaling approximately 158,000 square feet) and their associated surface parking and landscape areas.

The applicant, The Brookhollow Group, is proposing to clear the site and thereafter construct three (3) new concrete tilt-up industrial buildings on the subject property. In accordance with the City's Zoning Regulations, a Development Plan Approval is required for the proposed development. The applicant is also concurrently requesting consideration and approval for a Tentative Parcel Map to subdivide the existing ± 9.06 -acres gross (± 8.34 -acres net) site into two separate parcels measuring 5.08-acres and 3.26-acres, respectively. The gross square footage includes a street and utility easement recorded in 1972 in favor of the City of Santa Fe Springs.

PROJECT DESCRIPTION

The proposed project requires approval of the following entitlement:

Tentative Parcel Map (TPM 82433) – A request for approval to subdivide the subject ± 9.06 -acres gross (± 8.34 -acres net) parcel (APN: 8055-010-011) into two separate parcels measuring 5.08-acres and 3.26-acres, respectively

Development Plan Approvals (DPA Nos. 947–949) – DPA Case No. 947 - a request for approval to allow the construction of an approximately 103,950 sq. ft. concrete tilt-up industrial building (Building 1), DPA Case No. 947 - a request for approval to allow the construction of an approximately 28,146 sq. ft. concrete tilt-up industrial building (Building 2); and DPA Case No. 947 - a request for approval to allow the construction of a 31,422 sq. ft. concrete tilt-up industrial building (Building 3).

TENTATIVE PARCEL MAP (TPM 82433)

The proposed Tentative Parcel Map (TPM) will effectively subdivide the subject site, which is currently comprised of a single parcel measuring approximately ± 9.06 -acres gross (± 8.32 -acres net), into two separate parcels measuring 5.08-acres (Parcel 1) and 3.26-acres (Parcel 2), respectively.

As shown in the attached TPM, the project will involve a condo map for parcel 2. The condo map effectively creates industrial condominiums for the two buildings that are proposed on Parcel 2. This would allow each building to be separately owned but the potential owners would also have equal ownership of the remaining common areas that make up Parcel 2. The condo map avoided placement of Building 3 on a land-locked parcel or otherwise a need to create a flag-shaped lot for Building 3, and neither alternatives would have been supported by staff.

DEVELOPMENT PLAN APPROVALS (DPA Nos. 947–949)

Site Plan

The applicant is planning to demolish the seven (7) existing buildings, totaling approximately 158,000 square feet, and thereafter proposing to construct three (3) new concrete tilt-up industrial buildings, ranging from 28,146 sq. ft. to 103,950 sq. ft. in size.

The building sizes are as follows:

Building 1 – 103,950 sq. ft.

Building 2 – 28,146 sq. ft.

Building 3 – 31,422 sq. ft.

Overall Proposed Development is:

163,518 sq. ft.

The street facing buildings will be setback a minimum 36' from the front property line along Pioneer Boulevard: Building A will be setback 82.325' while Building B will be setback 36'. The proposed development will provide three (3) driveways along Pioneer Boulevard for ingress and egress: a 26' wide driveway along the north end, a 35' wide driveway in the center, and a 30' wide driveway along the south end. Parking will be provided and individually met for both Parcel 1 and 2.

Floor Plan

The floor plans indicate that the proposed industrial buildings will provide the following:

	Warehouse	1st Floor	2nd Floor Office	Total
Building 1	99,950 sq. ft.	4,500 sq. ft.	4,500 sq. ft.	103,950 sq. ft.
Building 2	23,146 sq. ft.	2,500 sq. ft.	2,500 sq. ft.	28,146 sq. ft.
Building 3	26,422 sq. ft.	2,500 sq. ft.	2,500 sq. ft.	31,422 sq. ft.

Elevations

The elevations indicate that the proposed industrial buildings will have a contemporary design. The primary street facing elevations are all provided with extensive glazing, color variation, height variation, recessed walls, and materials used. The remaining elevations have also been provided with a combination of the aforementioned architectural treatments, resulting in aesthetically pleasing contemporary industrial buildings throughout the proposed development.

Landscape Requirement

For maximum value, majority of the landscaping will be provided along the setback areas that adjoins the street (Pioneer Boulevard). Additionally, as required by the Code, the applicant will landscape at least 6% of the parking area.

For Parcel 1, the minimum landscape requirement, based on the overall street frontage of 388', and 25,945 sq. ft. of parking area, is an overall total of 11,257 sq. ft. and at least 1,557 sq. ft. of landscape within the parking area. The applicant is providing an overall total of 22,420 sq. ft. of landscaping and 13,224 sq. ft. within the parking area, thus Parcel 1 exceeds the minimum requirements set forth in the City's Zoning Ordinance.

LANDSCAPE REQUIRED:	
FRONTAGE: 25' X 388' = 9,700 SF	9,700 SF
6% OF PARKING AREA) = 25,945 SF X .06	1,557 SF
TOTAL LANDSCAPE REQUIRED:	11,257 SF
LANDSCAPE PROVIDED: (13,224 SF PARKING LANDSCAPE)	22,420 SF

For Parcel 2, the minimum landscape requirement, based on the overall street frontage of 254', and 35,683 sq. ft. of parking area, is an overall total of 8,491 sq. ft. and at least 2,141 sq. ft. of landscape within the parking area. The applicant is providing an overall total of 16,673 sq. ft. of landscaping, and 10,913 sq. ft. within the parking area, thus Parcel 2 exceeds the minimum requirements set forth in the City's Zoning Ordinance

LANDSCAPE REQUIRED:	
FRONTAGE: 25' X 254' = 6,350 SF	6,350 SF
6% OF PARKING AREA) = 35,683 SF X .06	2,141 SF
TOTAL LANDSCAPE REQUIRED:	8,491 SF
LANDSCAPE PROVIDED: (10,913 SF PARKING LANDSCAPE)	16,673 SF

Parking Requirements

Building 1 (on Parcel 1) is required to provide a total of 151 parking stalls. A total of 162 parking stalls are being provided for Building 1. It should be noted that since Building 1 exceeds 100,000 sq. ft., truck parking at a ratio of one 12' x 53' truck stall for every four truck doors must be provided in addition to the standard parking requirements. Building 1 is designed with 11 truck doors, thus three truck stalls must also be provided. The three required truck stalls are provided within the southerly truck yard area.

PARKING REQUIRED:	
0 - 20,000 SF (1/500 SF)	40 STALLS
20,001 SF - 100,000 SF (1/750 SF)	107 STALLS
100,001 SF - 200,000 SF (1/1,000 SF)	4 STALLS
200,001 SF AND ABOVE (1/2,000 SF)	00 STALLS
TOTAL STALLS	151 STALLS
PARKING PROVIDED:	
ACCESSIBLE STALLS	6 STALLS
STANDARDS STALLS	118 STALLS
COMPACT STALLS (25% MAX)	38 STALLS
TOTAL STALLS	162 STALLS

Buildings 2 and 3 (on Parcel 2) are required to provide a total of 106 parking stalls. A total of 109 parking stalls are being provided for Buildings 2 and 3. Since neither building exceeds 100,000 sq. ft., there is no additional requirement to provide truck stalls.

PARKING REQUIRED:	
0 - 40,000 SF (1/500 SF)	80 STALLS
40,001 SF - 100,000 SF (1/750 SF)	26 STALLS
100,001 SF - 200,000 SF (1/1,000 SF)	00 STALLS
200,001 SF AND ABOVE (1/2,000 SF)	00 STALLS
<u>TOTAL STALLS</u>	<u>106 STALLS</u>
PARKING PROVIDED:	
ACCESSIBLE STALLS	6 STALLS
STANDARDS STALLS	95 STALLS
COMPACT STALLS (25% MAX)	8 STALLS
<u>TOTAL STALLS</u>	<u>109 STALLS</u>

Loading/ Roll Up Doors

According to the plans, the three proposed buildings will be designed with a total of 19 dock doors (Bldg. 1: 11, Bldg. 2: 4, and Bldg. 3: 4) and 4 roll-up doors (Bldg. 1: 2, Bldg. 2: 1, and Bldg. 3: 1). It should be noted that all dock and roll-up doors are strategically placed so that they will not be directly visible from the street. Additionally, per the City's Zoning Ordinance, all off-street truck loading areas, zones, ramps, doors, wells, or docks shall be designed to provide and maintain a minimum unobstructed area of 120' to allow for proper truck maneuvering on-site. The proposed development has been designed to provide the required unobstructed area in all necessary locations.

Trash Enclosures

According to the site plan, four (4) trash enclosures will be located throughout the subject project. A total of two 358 sq. ft. trash enclosures will be provided for Parcel 1 (Building 1) and two 283 sq. ft. trash enclosures will be provided for Parcel 2 (Building 2 and 3). All trash enclosures are strategically placed in areas that will not be immediately visible or otherwise easily accessible to the public

GENERAL PLAN AMENDMENT NO. 29

Although it is not a part of the subject entitlements, the outcome of the city-initiated General Plan Amendment (GPA Case No. 29) will have a direct affect on the subject property and development. Although the proposed project does fully comply with the City's Zoning Ordinance, the development does not comply with the General Plan as it is currently stated. Until the GPA is approved by the City Council, the project is in conflict with the 25% maximum building coverage currently listed for properties designated as Business Park on the City's general plan map. As proposed, the lot coverage for the proposed development is 43.4%. Because the outcome of the GPA is still unknown, yet the applicant is anxious to move forward, staff has place a condition to acknowledge that the approval of the subject Tentative Parcel Map (TPM Case No. 82433) and Development Plan Approvals (DPA Case Nos. 947-949) is contingent upon the approval of GPA Case No. 29 by the City Council.

STREETS AND HIGHWAYS

The subject site is located on the east side of Pioneer Boulevard between Telegraph Road and Hamden Place. Both Telegraph Road and Pioneer Boulevard are designated as a "Major" arterial, within the Circulation Element of the City's General Plan. Hamden Place is a local industrial street.

ZONING, GENERAL PLAN AND LAND USE

The subject property is currently zoned M-L, Limited Manufacturing, with a general plan land use designation of "Business Park". The existing uses that occupy the subject property are as follows: Various offices, warehouse-type uses, light manufacturing uses, and a restaurant (sandwich shop).

The existing Zone, General Plan and Land Use of the adjacent properties are shown in "Table 1" below:

	Zone	General Plan	Land Use
North	ML, Limited Manufacturing	Business Park	9916 Pioneer Bl: Computer consultants. 11824-42 Hamden Pl: Audio/Visual consultants; Fire Protection consultants.
South	ML-D, Limited Manufacturing-Design Overlay	Business Park	11841-11909 Telegraph Rd: Professional IT service consultants; Water Filtration Dealer; Computer specialist.
East	M-2, Heavy Manufacturing	Industrial	10035-10261 Matern Pl: Sales and service or boilers and pumps; distributor of indirect industrial supplies.
West	ML, Limited Manufacturing	Business Park	11704-11739 Willake St: Party Rental warehouse; TV studio; Alternative power technology dealer; indoor landscape maintenance service provider. 11755 Telegraph Rd: Caster and wheel distributor; Volvo training facility; water systems consultants.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 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 project 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 April 1, 2020. The legal notice was also posted in Santa Fe Springs City Hall and the City's Town Center kiosk on April 1, 2019, and published in a newspaper of general circulation (Whittier Daily News) April 2, 2020, as required by

the State Zoning and Development Laws and by the City's Zoning Regulations. As of the date of this report, staff has not received any comments and/or inquiries regarding the proposed project.

It should be noted that due to the recent Covid-19 (coronavirus) outbreak, Governor Newsome issued Executive Order N-25-20 on March 4, 2020 to temporarily suspend requirements of the Brown Act, which allows the City to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. All public hearing notices thus also clarified that the upcoming Planning Commission meeting will be held by teleconference since City Hall, including Council Chambers, is currently closed to the public.

The following link to the Zoom meeting, along with the meeting ID, password, and dial in information was also provided:

Electronically using Zoom

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

<https://zoom.us/j/558333944?pwd=b0FqbKV2aDZneVRnQ3BjYU12SmJlQT09>

Zoom Meeting ID: 558 333 944

Password: 554545

Telephonically

Dial: 888-475-4499

Meeting ID: 558 333 944

ENVIRONMENTAL DOCUMENTS

The environmental analysis provided in the Initial Study (IS) indicates that although the proposed project could have a significant effect on the environment, revisions have been made or mitigation measures have been included which will reduce potential impacts to less-than-significant effects. Therefore, the City caused to be prepared and proposes to adopt a Mitigated Negative Declaration (MND) for the proposed project. The draft IS/MND reflects the independent judgment of the City of Santa Fe Springs and the environmental consultant, EJP/D Solutions Inc. as to the potential environmental impacts of the proposed project on the environment.

Environmental Factors Requiring Mitigations:

The draft IS/MND has identified several factors that may have a potentially significant affect the subject project, if mitigations are not imposed. Such factors include: Biological Resources, Geology and Soils, Cultural Resources, Tribal Cultural Resources, and Hazardous & Hazardous Materials. These factors and their respective pertinent issues are discussed and analyzed within the provided IS/MND. Mitigations, where necessary, were implemented to help ensure potential

impacts are reduced to a less than significant level. A detailed analysis, including the monitoring action, monitoring agency, and the period for implementation, may be found in the Initial Study/Mitigated Negative Declaration and corresponding Mitigated Monitoring and Reporting Program (*Attachment #5 – Draft IS/MND*).

20-Day Public Review Period:

On March 18, 2020, initiated by the filing of the Notice of Intent (NOI) to adopt a Mitigated Negative Declaration with the Los Angeles County Clerk, the City released the Draft IS/MND, along with the technical appendices. These materials were made available to the public throughout the 20-day review and comment period which began on March 18, 2020 and ended on April 6, 2020. A copy of the Initial Study/Mitigated Negative Declaration was made available to the public and available at the Planning Counter and on the City's website at:

- https://www.santafesprings.org/cityhall/planning/planning/environmental_documents.asp

A copy of the NOI was also mailed to all responsible and trustee agencies as well as surrounding cities for their review and comment.

Responses to IS/MND Comments:

The public comment period for the Draft IS/MND ended April 6, 2020 and, to date, a total of three (3) comments were received. Comments were received from the following agencies:

1. City of Norwalk
2. Gabrieleno Band of Mission Indians - Kizh Nation
3. The Department of Transportation (DOT)

Details of the comments received and the provided responses may be found in the provided Response to Comments (*Attachment #7 – Response to Comments*).

AUTHORITY OF PLANNING COMMISSION

Tentative Parcel Map

The Planning Commission, after receiving and hearing the results of investigations and reports on the design and improvements of any proposed division of real property for which a tentative map is filed, shall have the authority to impose requirements and conditions upon such division of land and to approve, conditionally approve or disapprove such map and division of land.

Development Plan Approval

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Regulations, to grant a Development Plan Approval when it has been found that said approval is consistent with the requirements, intent and purpose of the City's Zoning Regulations. The Commission may grant, conditionally

grant or deny approval of a proposed development plan based on the evidence submitted and upon its own study and knowledge of the circumstances involved, or it may require submission of a revised development plan.

STAFF REMARKS

Based on the findings set forth in the attached Resolution (159-2020), Staff finds that the applicant's request meets the criteria set forth in §155.739 of the City's Zoning Regulations, for the granting of a Development Plan Approval (DPA Case Nos. 947-949). Staff also finds that the applicants request meets the criteria set forth in Section 66412 of the State's Subdivision Map Act, for the granting of a Tentative Parcel Map (TPM No. 82433).

CONDITIONS OF APPROVAL

Conditions of approval for both TPM No. 82433 and DPA Case Nos. 947-949 are attached to Resolution 159-2020 as Exhibit A.



Wayne M. Morrell
Director of Planning

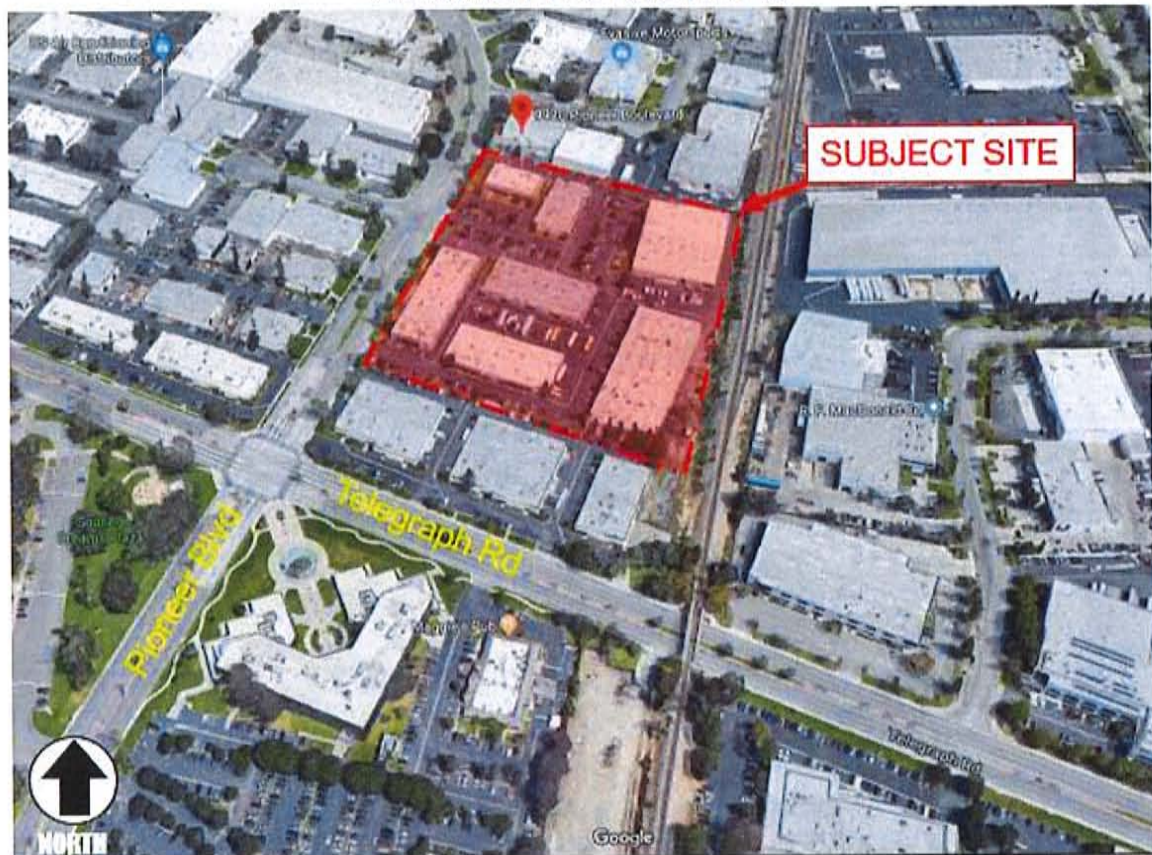
Attachments:

1. Aerial Photograph
2. Public Hearing Notice
3. Radius Map for Public Hearing Notice
4. Notice of Intent (*link to digital copy provided to PC on 03/23/2020*)
5. Draft Initial Study / Mitigated Negative Declaration (*link to digital copy provided to PC on 03/23/2020*)
6. MND appendices (*link to digital copy provided to PC on 03/23/2020*)
7. Response to Comments
8. Resolution No. 159-2020
 - a. Exhibit A – Conditions of Approval
9. Full Set of Proposed Plans
10. Tentative Parcel Map No. 82433

Attachment 1 - Aerial Photograph



**CITY OF SANTA FE SPRINGS
AERIAL PHOTOGRAPH**



9920 Pioneer Boulevard (APN: 8055-010-011)

PROJECT

Development Plan Approval (DPA) Case No. 947-949
Tentative Parcel Map (TPM) No. 82433

APPLICANT

The Brookhollow Group

Attachment 2 - Public Hearing Notice

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
DEVELOPMENT PLAN APPROVAL CASE NOS. 947-949; AND
TENTATIVE PARCEL MAP NO. 82433**

NOTICE IS HEREBY GIVEN: that the Planning Commission of the City of Santa Fe Springs will hold a Public Hearing to consider the following:

DEVELOPMENT PLAN APPROVAL CASE NOS. 947-949: DPA Case No. 947 - a request for approval to allow the construction of an approximately 103,950 sq. ft. concrete tilt-up industrial building (Building 1), DPA Case No. 947 - a request for approval to allow the construction of an approximately 28,146 sq. ft. concrete tilt-up industrial building (Building 2); and DPA Case No. 947 - a request for approval to allow the construction of a 31,422 sq. ft. concrete tilt-up industrial building (Building 3) on property located at 9920 Pioneer Boulevard (APN: 8055-010-011), within the M-L (Limited Manufacturing) Zone.

TENTATIVE PARCEL MAP NO. 82433: A request for approval to subdivide the subject ±9.06-acres gross (±8.34-acres net) parcel at 9920 Pioneer Boulevard (APN: 8055-010-011) into two separate parcels measuring 5.08-acres and 3.26-acres, respectively.

APPLICANT/PROJECT SITE: The Brookhollow Group / 9920 Pioneer Boulevard (APN: 8055-010-011), Santa Fe Springs, CA 90670

THE HEARING will be held on **Monday, April 13, 2020 at 6:00 p.m.** Governor Newsome issued Executive Order N-25-20 on March 4, 2020 to temporarily suspend requirements of the Brown Act, which allows the City to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that until further notice, Planning Commission meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

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

Electronically using Zoom

Go to [Zoom.us](https://zoom.us) and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/558333944?pwd=b0FqbKv2aDZneVRnQ3BjYU12SmJlQT09>

Zoom Meeting ID: 558 333 944
Password: 554545

Telephonically

Dial: 888-475-4499
Meeting ID: 558 333 944

CEQA STATUS: Upon review of the proposed project, staff has determined that additional environmental analysis is required to meet the requirements of the California

Attachment 2 (Cont.) - Public Hearing Notice

Environmental Quality Act (CEQA). The applicant has since retained E|P|D Solutions Inc. to prepare the necessary CEQA documents and related technical studies. A Notice of Intent (NOI) to adopt the Initial Study/Mitigated Negative Declaration (IS/MND) was posted with the Los County Clerk's Office to initiate the mandatory 20-day public review period which began on March 19, 2020 and ends on April 6, 2020. Additionally, it should be noted that the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5

ALL INTERESTED PERSONS are invited to participate in the Planning Commission hearing and express their opinion on the item listed above. Please note that if you challenge the afore-mentioned item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing, or in written correspondence received prior to the Public Hearing.

PUBLIC COMMENTS may be submitted in writing by sending them to the Planning Program Assistant at teresacavallo@santafesprings.org. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the Planning Commission meeting. You may also contact the Planning Department at (562) 868-0511 ext. 7550.

FURTHER INFORMATION on this item may be obtained by e-mail: cuongnguyen@santafesprings.org.

Wayne M. Morrell
Director of Planning
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Attachment 4 – Notice of Intent



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax: (562) 868-7112 • www.santafesprings.org

"A great place to live, work, and play"

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

DATE: March 16, 2020

TO: Responsible Agencies, Interested Parties, and Organizations

SUBJECT: NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR PIONEER BOULEVARD DEVELOPMENT PROJECT AT 9920 PIONEER BOULEVARD

The City of Santa Fe Springs (City) is the California Environmental Quality Act (CEQA) Lead Agency for the proposed Pioneer Boulevard Development Project (proposed project) located at 9920 Pioneer Boulevard. The City has directed the preparation of an Initial Study (IS) in compliance with CEQA. The purpose of the IS is to provide decision makers, public agencies, and the general public with an objective and informative document that facilitates a basic understanding of the proposed project and fully discloses the potential environmental effects associated with the proposed project, including direct, indirect, and cumulative environmental effects. Based on the studies performed and information contained in the IS, the City is proposing to adopt a Mitigated Negative Declaration (MND). The IS/MND will allow the project proponent to obtain permits, agreements, and approvals from necessary agencies to implement the project.

Project Location: The project site is located at 9920 Pioneer Boulevard, Santa Fe Springs, California 90670. The project site consists of one parcel with the Assessor's Parcel Number (APN): 8005-010-011. The project site is generally bound by Pioneer Boulevard to the west, Telegraph Road to the south, Hamden Place to the north, and the Southern Pacific railroad to the east.

Project Description: Currently, the project site is developed with seven industrial buildings that total approximately 158,000 square feet, which would be demolished as part of the proposed project. The project would redevelop the 9.06-acre project site with three concrete tilt-up industrial buildings totaling 163,518 gross square feet. Each proposed building would include a loading dock area, mezzanine office space, and automobile parking. The project requests the approval of the following entitlements: 1) a Tentative Parcel Map (TPM 82433) for condominium purposes; and 2) three Development Plan Approvals (DPAs 947-949) for consideration of the architectural design, conceptual landscaping, and overall compliance with the City's Zoning Regulations. The project is consistent with the City's General Plan land use designation of Business Park and Limited Manufacturing Administration and Research Zone District (ML) zoning designation.

Potentially Significant Environmental Impacts: With implementation of mitigation measures, the IS identified there would be no potentially significant impacts resulting from project implementation.

Public Review Period March 18, 2020 through April 6, 2020: In compliance with CEQA, the City has established a 20-day public review period beginning March 18, 2020 to solicit comments and input on the Draft IS/MND. To ensure that all environmental issues are fully identified and adequately addressed, written comments are invited from all interested parties. Written comments

Juanita Trujillo, Mayor • William K. Rounds, Mayor Pro Tem
City Council

John M. Mora • Annette Rodriguez • Joe Angel Zamora
City Manager
Raymond R. Cruz

Attachment 4 (Cont.) – Notice of Intent

regarding the scope and content of information in the Draft IS/MND may be submitted electronically to Cuong Nguyen at cuongnguyen@santafesprings.org or mailed to:

City of Santa Fe Springs
Planning Department
Attn: Cuong Nguyen, Senior Planner
11710 E. Telegraph Road
Santa Fe Springs, Calif. 90670

Comments should be submitted no later than 5:00 pm on **Monday April 6, 2020**.

The IS/MND is available for public review at the following web address:

https://www.santafesprings.org/cityhall/planning/planning/environmental_documents.asp

Public Hearing: The Santa Fe Springs Planning Commission will consider the proposed project and recommendation to adopt a Mitigated Negative Declaration at a public hearing tentatively scheduled on **Monday, April 13, 2020** at 6 p.m. at City Hall in the Council Chambers at 11710 E. Telegraph Road, Santa Fe Springs.

Attachment 5 - Draft Initial Study / Mitigated Negative Declaration (IS/MND)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10K

July 18, 2023

CONSENT AGENDA

California Highway Patrol (CHP) – Request for Approval of Traffic Control Plans for National Night Out (NNO) 2023

RECOMMENDATION

- Approve the traffic control plans prepared for the closure of several City streets in the immediate vicinity of the California Highway Patrol located on Orr and Day Road for the detouring of traffic for the 2023 National Night Out Event to be held on Saturday, August 5, 2023.

BACKGROUND

The first Tuesday of August is recognized as National Night Out; an annual event designed to bring communities and law enforcement partners together in celebration of our many similarities and common goals for safety. The CHP Santa Fe Springs Area will be hosting its own National Night Out event at their office located on Orr and Day Road, on Saturday, August 5, 2023 from 10:00 am to 2:00 pm. The event will include live entertainment, safety booths from CHP, Whittier PD, and Santa Fe Springs Police Services, as well as multiple police demonstrations (to include K-9 handlers and motorcycle demonstrations) in addition to several food vendors and sponsors providing small giveaways to participants.

The event requires a full street closure that would take place on August 5, 2023 from 8:00 am to 3:00 pm on Orr and Day Road (northbound and southbound) from Hollyhock Street to Davenrich Street. Notifications will be sent to the surrounding community being impacted. The purpose of the full street closure is as follows to facilitate the safety of all attendees and personnel:

- A 52 Foot Stage/Trailer will be set in the CHP parking lot and all police safety booths/equipment on display, will utilize the entire CHP Santa Fe Springs Parking Lot.
- Vendor booths (providing food/giveaways/information), K-9 and motorcycle demonstrations require space that would be provided by using the street.
- Anticipated attendance for this event will be 200-300 participants.

Orr and Day Road traffic will be detoured as follows:

- Southbound Orr and Day traffic will be detoured onto Hollyhock Street, Harvest Avenue, Longworth Street and Davenrich Street back to Orr and Day Road.
- Northbound Orr and Day traffic will either be detoured onto Davenrich Street east to Jersey Avenue to Telegraph Road back to Orr and Day or onto

Report Submitted By: Dino Torres
Director of Police Services

Date of Report: July 14, 2023

Davenrich Street west to Cedardale Drive to Telegraph Road back to Orr and Day Road.

- Note that in order to provide room for detoured traffic, street parking will be prohibited along portions of Harvest Avenue, Syringa Street and Longworth Avenue.

The City is required to obtain insurance coverage as recommended by the California Joint Powers Insurance Authority (CJPIA); however, the CJPIA requires City Council's approval of the traffic control plans for the proposed city street closures for the 2023 CHP National Night Out event. The traffic control plans exhibit denotes the locations of lane and road closures, the placement of traffic control devices and stationing of City personnel for the event. The traffic control plans are available for review at the office of the City Clerk.

FISCAL IMPACT

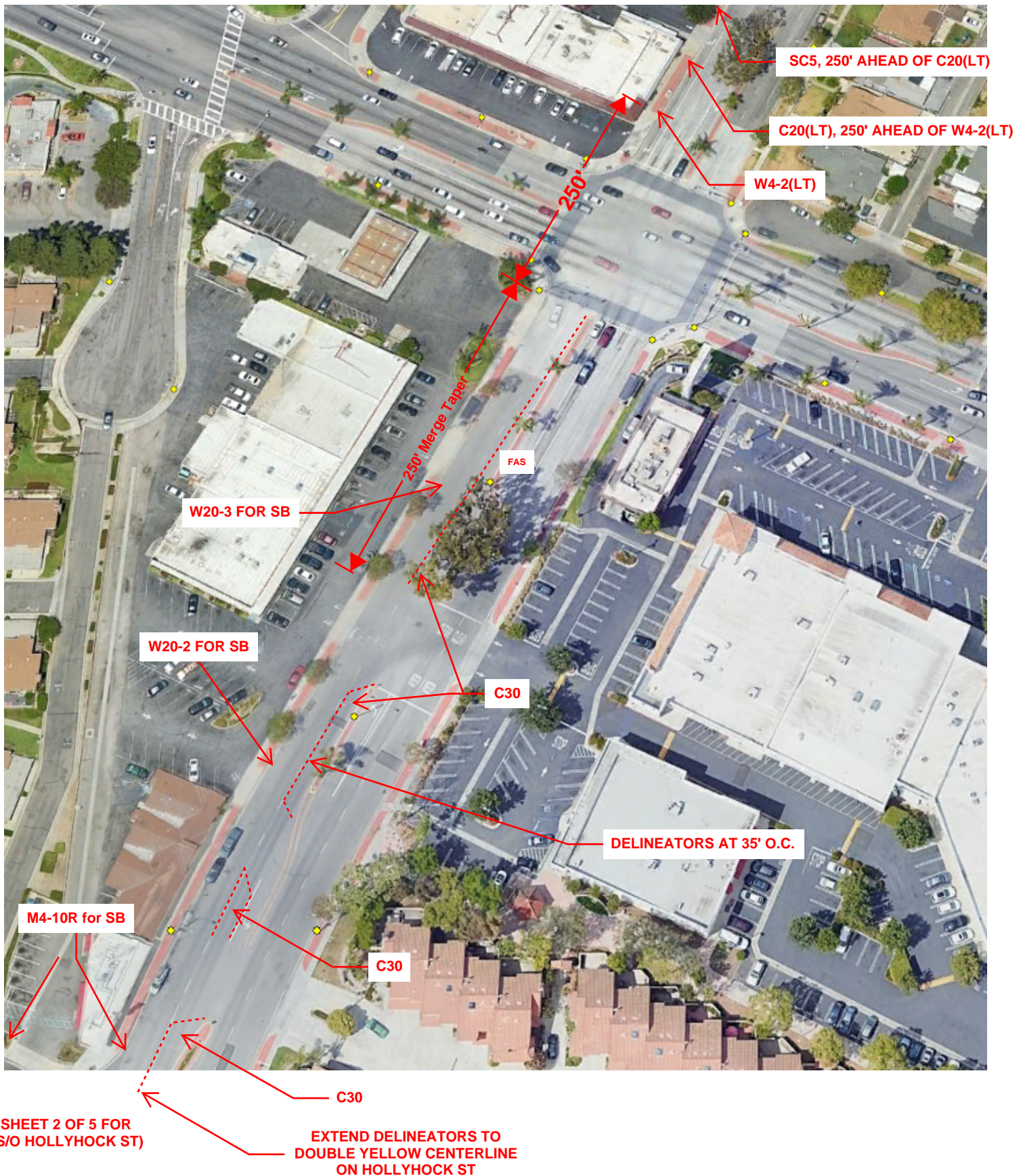
The labor cost for public safety to provide assistance with street closures for this event will be absorbed through the Police Services budget. All Public Works costs associated with this event will be charged to the City Manager's Office Community Promotion activity.



Tom Hatch
Interim City Manager

Attachment:

1. CHP 2023 NNO Traffic Control Plans (1-6)
2. Notification Boundary Map
3. Event Flyer (Closures)



TRAFFIC CONTROL PLAN FOR ORR AND DAY N/O HOLLYHOCK

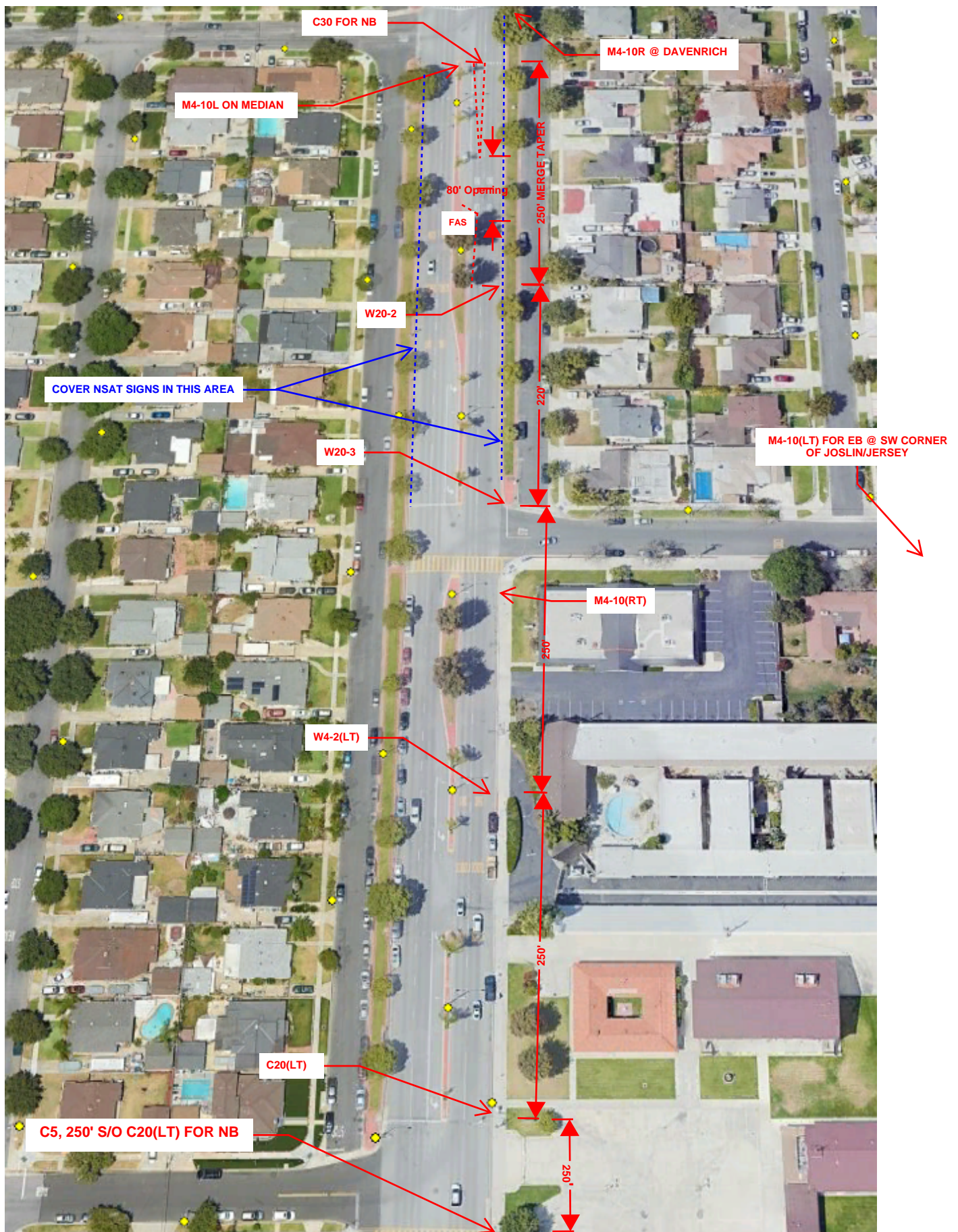
FOR CHP "NATIONAL NIGHT OUT" (8:00AM - 3:00PM, SAT, 8/5/23)

(SHEET 1 OF 6)



TRAFFIC CONTROL PLAN FOR CHP NATIONAL NIGHT OUT EVENT (SATURDAY, 8/5/23, 8:00AM - 3:00PM)

SHEET 2 OF 6



**TRAFFIC CONTROL PLAN FOR CHP "NATIONAL NIGHT OUT"
(9AM – 3PM, 8-5-23) SHEET 3 OF 6**



DAVENRICH ST DETOUR SIGNING E/O ORR AND DAY RD FOR NATIONAL NIGHT OUT
SATURDAY, AUGUST 5, 2023 (8:00AM - 3:00PM)
SHEET 4 OF 6)

**SEE SHEET 6 OF 6 FOR ORR AND
DAY/DAVENRICH INTERSECTION**



DAVENRICH ST DETOUR SIGNING WEST OF ORR AND DAY FOR NATIONAL NIGHT OUT
SATURDAY, AUGUST 5, 2023 (8:00AM – 3:00PM)
SHEET 5 OF 6



**TRAFFIC CONTROL PLAN FOR ORR AND DAY RD/DAVENRICH ST
FOR CHP NNO EVENT (SAT, 8/5/23, 8:00AM-3:00PM), SHEET 6 OF 6**

ATTENTION

ROAD CLOSURE NOTICE



2023
National
Light Out

On Saturday, August 5, 2023 between 10 a.m. - 3 p.m., the California Highway Patrol (CHP) will be hosting the 2023 National Night Out at 10051 Orr and Day Road. The event will include multiple police demonstrations including K-9 handlers, motorcycle demonstrations, several food vendors, live entertainment and safety booths. For additional event or closure information contact, CHP at (562) 868-0503.

CLOSURE DETAILS

Orr and Day Rd between
Hollyhock St and Davenrich St

SATURDAY
August 5

8 AM - 3 PM

EVENT DETAILS

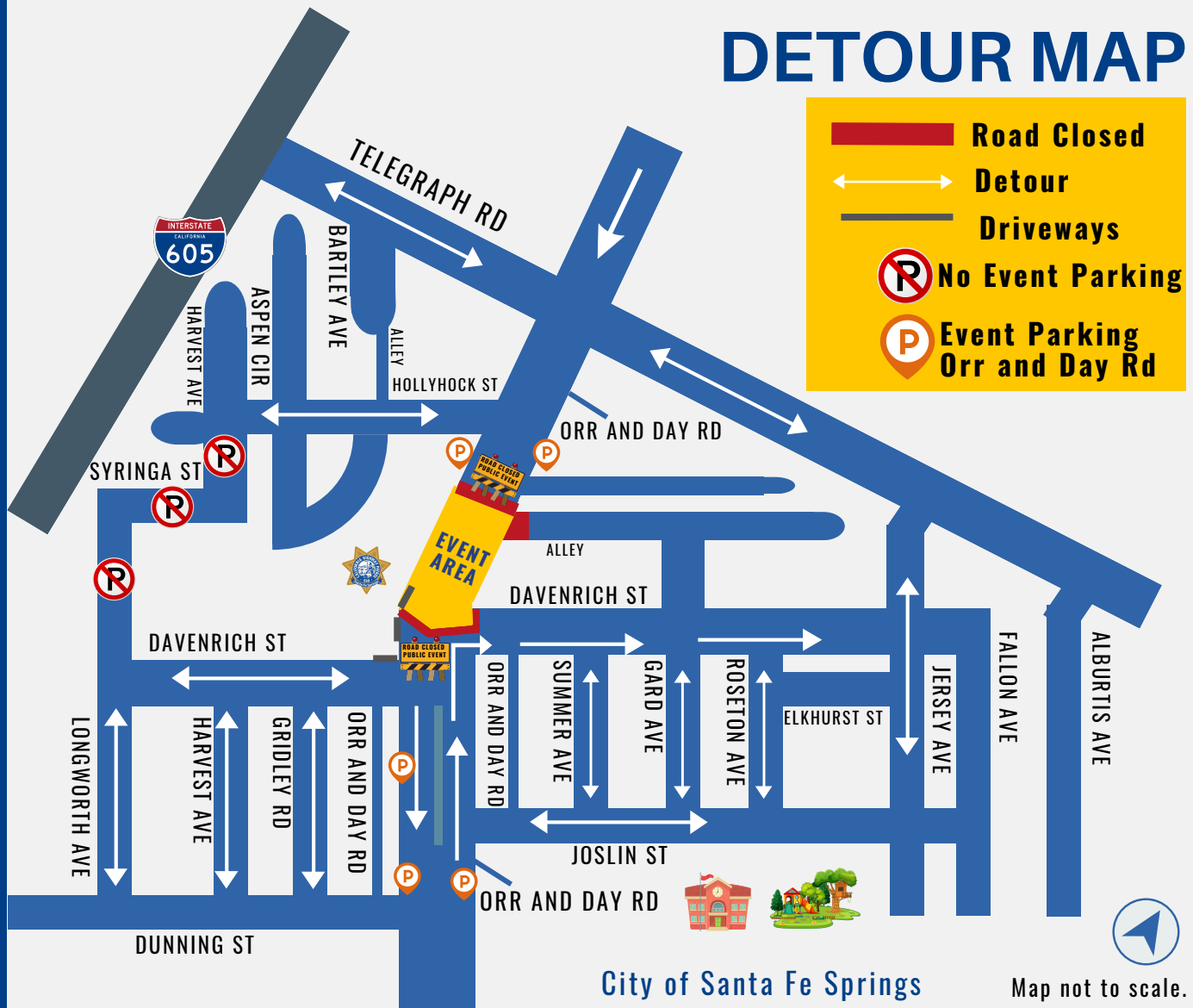


10051 Orr and Day Rd
Santa Fe Springs, CA

SATURDAY
August 5

10 AM - 2 PM

DETOUR MAP



ATENCIÓN



2023

AVISO DE CIERRE DE CARRETERA

National
Night Out

El sábado 5 de agosto de 2023, entre las 10 a. m. y las 3 p. m., la Patrulla de Caminos de California (CHP) organizará la Noche Nacional de Salida 2023 en 10051 camino Orr y Day. El evento incluirá múltiples demostraciones policiales, incluidos manipuladores de K-9, demostraciones de motocicletas, varios vendedores de comida, entretenimiento en vivo y cabinas de seguridad. Para información adicional sobre eventos o cierre, comuníquese con CHP al (562) 868-0503.

DETALLES DE CIERRE

camino Orr y Day entre calle
Hollyhock y calle Davenrich

SÁBADO
5 de agosto

8 AM - 3 PM

DETALLES DEL EVENTO

camino 10051 Orr y Day
Santa Fe Springs, California

SÁBADO
5 de agosto

10 AM - 2 PM



MAPA DE DESVÍO





City of Santa Fe Springs

City Council Meeting

ITEM NO. 10L

July 18, 2023

CONSENT AGENDA

Award to Ford of Long Beach for the Purchase of One (1) New 2023 Ford F-150 Truck

RECOMMENDATION(S)

- Accept the bids; and
- Award the order to Ford of Long Beach for one (1) New 2023 Ford F-150 truck; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$41,911.40 to Ford of Long Beach.

BACKGROUND

As part of the Fiscal Year 2023-2024 budget, the City Council approved \$54,000 for the purchase of one (1) New Ford F-150 long bed truck. This vehicle replaces unit #664, a 2007 Ford F-150 truck with 103,000 miles, assigned to Community Services, Recreation Division.

Vendors on our vehicle distribution list including SFS Chamber members were solicited for this bid, below are the responses. The Director of Purchasing Services recommends awarding to Ford of Long Beach as the lowest received bid.

<u>Vendor</u>	<u>Quoted Price</u>
Ford of Long Beach	\$41,911.40
Villa Ford	\$42,482.74
National Auto Fleet Group	\$44,714.70

FISCAL IMPACT

The City will realize a savings of \$12,088.60 in the Vehicle Acquisition and Replacement activity from the approved budgeted amount. The quoted amount includes all taxes, fees, and delivery.

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

Tom Hatch
Interim City Manager

Attachment(s):

- 1) Ford of Long Beach Bid
- 2) Villa Ford Bid
- 3) National Auto Fleet Bid



Quote

BP FORD OF LONG BEACH

2950 N Bellflower
Long Beach, Ca 90815
(714)-612-6736
theodoreg@fordoflongbeach.com

QUOTE NO: 6282023
DATE 06/28/2023
CUSTOMER ID City Of Santa Fe Springs

ATTN Paul Martinez
City Of Santa Fe Springs
12636 Emmens Way
Santa Fe Springs, CA. 90670

SALESPERSON	QUOTE	PAYMENT TERMS	DUE DATE
Ted Gahn	6282023		Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2023 Ford F-150 Super Cab 4x2 163" WB - 8' Box		\$ 37,814.00
	Oxford White Exterior, XL Series		
	Medium Dark Slate Vinyl Interior 40/20/40 Front Seat		
	101A Equipment Group, XL Series		
	2.7L V6 Ecoboost, 10 Speed Auto Transmission		
	17" Sliver Steel Wheels With BSW All Season Tires		
	3.55 Axle Ratio		
	Tray Style Floor Liner		
	Front License Plate Bracket		
	Class IV Trailer Hitch Receiver		
	Tough Bed Spray-In Liner		
	Back Up Alarm		
	Daytime Running Lamps		
	Black Platform Running Boards		
	Color Coordinated Carpet W/ Carpeted Floor Mats		
	101A Equipment Group - Standard		
	\$85 Document & \$33 Electronic Filing Fee		
	No Tire Fee, Exempt License Plates		
	Free Delivery to Santa Fe Springs CA 90670		
	10.50% Sales Tax		
		DOC FEES	\$ 118.00
		SALES TAX	3,979.40
		TOTAL	\$ 41,911.40

Make all checks payable to BP FORD OF LONG BEACH
THANK YOU FOR YOUR BUSINESS!



CITY OF SANTA FE SPRINGS
2023 F150 SUPER CAB LONG BED
SALESPERSON: TORENO WINN
06/29/2023 10:15 AM

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.

Cash Deal Structure

Market Value	44,140.00
Discount Savings	-5,787.00
Vehicle Price	38,353.00
Document Prep Fee	85.00
Tire/Battery/VTR Fee	8.75
Sales Tax	4,035.99
Due On Delivery	42,482.74
Tax: CA 10.50% TAX	10.50 %

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: CA 10.50% Tax



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

6/28/2023

Quote ID: **34444**

Order Cut Off Date: **8/19/2022**

Ed Andrade
city of santa fe springs
Public Works Fleet Dept.

12636 Emmens Way

Santa Fe Springs, California, 90670

Dear Ed Andrade,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 (X1C) XL 2WD SuperCab 8' Box 163" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,390.00	\$40,457.87	6.758 %	\$2,932.13
Tax (10.5000 %)		\$4,248.08		
Tire fee		\$8.75		
Total		\$44,714.70		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-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,

Not Listed
Account Manager
Email: Neil@nationalautofleetgroup.com
Office: (951) 440-0585
Fax: (831) 480-8497



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
99P	Engine: 2.7L V6 EcoBoost, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: Electronic 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64C	Wheels: 17" Silver Steel, (STD)
TIRES	
Code	Description
---	Tires: 245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat
AXLE RATIO	
Code	Description
X19	3.55 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
53B	Class IV Trailer Hitch Receiver, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
18B	Black Platform Running Boards
96W	Tough Bed Spray-In Bedliner
942	Daytime Running Lamps, -inc: Non-controllable
168	Color-Coordinated Carpet w/Carpeted Floor Mats
47W	Tray Style Floor Liner (47W)
85H	Back-Up Alarm System
OPTION PACKAGE	
Code	Description

101A	Equipment Group 101A Standard
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2023 Fleet/Non-Retail Ford F-150 XL 2WD SuperCab 8' Box 163" WB

WINDOW STICKER

2023 Ford F-150 XL 2WD SuperCab 8' Box 163" WB		
CODE	MODEL	MSRP
X1C	2023 Ford F-150 XL 2WD SuperCab 8' Box 163" WB	\$40,590.00
OPTIONS		
99P	Engine: 2.7L V6 EcoBoost, (STD)	INC
44G	Transmission: Electronic 10-Speed Automatic, (STD)	\$0.00
64C	Wheels: 17" Silver Steel, (STD)	\$0.00
—	Tires: 245/70R17 BSW A/S, (STD)	\$0.00
YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
X19	3.55 Axle Ratio, (STD)	\$0.00
53B	Class IV Trailer Hitch Receiver, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)	\$315.00
18B	Black Platform Running Boards	\$250.00
96W	Tough Bed Spray-In Bedliner	\$595.00
942	Daytime Running Lamps, -inc: Non-controllable	\$45.00
168	Color-Coordinated Carpet w/Carpeted Floor Mats	\$145.00
47W	Tray Style Floor Liner (47W)	\$160.00
85H	Back-Up Alarm System	\$145.00
101A	Equipment Group 101A Standard	(\$750.00)
Please note selected options override standard equipment		
SUBTOTAL		\$41,495.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$43,390.00
Est City: 20 MPG Est Highway: 26 MPG Est Highway Cruising Range: 598.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

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Standard Equipment**MECHANICAL**

Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)

3.55 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Silver Steel (STD)

Tires: 245/70R17 BSW A/S (STD)

ADDITIONAL EQUIPMENT

50 State Emissions

Rear-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1925# Maximum Payload

GVWR: 6,500 lbs Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Post-Collision Braking

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent

Black Rear Step Bumper

Black Side Windows Trim

Black Door Handles

Black Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Auto High Beam
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna
Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Reverse Sensing System
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, 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
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration
AdvanceTrac with Curve 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
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10M

July 18, 2023

CONSENT AGENDA

Purchase of One (1) 2024 New/Unused Chevrolet Trax from Gilmar Automotive Group

RECOMMENDATION(S)

- Accept the bids;
- Appropriate \$7,195.03 from the general equipment replacement fund to fully fund this vehicle purchase; and
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$25,567.40.

BACKGROUND

The City Council at the meeting of June 6, 2023 approved the purchase of a replacement vehicle for the Department of Fire-Rescue. This vehicle purchase replaces a 2016 Ford C-Max that was wrecked and declared totaled in a vehicle accident on April 26, 2023. The insurance of the responsible party has issued a check for the market value of that vehicle in the amount of \$18,372.37, offsetting this purchase by that amount.

The initial bid was for a Ford Escape Hybrid but were unsuccessful finding one available on a dealer lot. The manufacturer acknowledged that they would not take Ford Escape orders this coming year. With an immediate need for a vehicle the Chevrolet Trax was discussed as an alternative. Our Fire Chief inspected the Trax on a dealer lot and concluded that the vehicle would serve their need serving as an Environmental Inspection unit.

Bids were solicited from vendors on our vehicle distribution list, including SFS Chamber members. The Director of Purchasing Services recommends awarding this order to Gilmar Automotive Group based on the lowest received bid.

Vendor	Quoted Price
Gilmar Automotive Group	\$25,567.40
George Chevrolet	\$25,918.78
Premier Chevrolet	\$27,489.88

FISCAL IMPACT

An appropriation of \$7,195.03 is required from the general equipment replacement fund to fully fund this vehicle purchase. The bid amount includes all taxes, and fees.



City of Santa Fe Springs

City Council Meeting

July 18, 2023

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

Tom Hatch
Interim City Manager

Attachment(s):

1. Gilmar Automotive Quote
2. George Chevrolet Quote
3. Premier Chevrolet Quote

Paul J. Martinez

From: Mark Gutierrez <mark@gilmarautogroup.com>
Sent: Thursday, June 29, 2023 6:08 PM
To: Paul J. Martinez
Cc: Chad A. Van Meeteren; Paul J. Martinez
Subject: RE: REQUEST FOR BID CHEVROLET TRAX

Dear Sirs,

Please see the following bid:

VIN:	
Model Year:	2024
Make:	Chevrolet
Model:	Trax 1TR58-Trax
PEG:	1RS-PACKAGE RS OPTION 1
Primary Color:	GAZ-Summit White
Trim:	H6H-Jet Black / Gray with Red accents
Engine:	LIH-ECOTEC 1.2L Turbo
Transmission:	MNH-Transmission, 6-Speed Automatic

Event Code: 3000-Accepted by Production Control

Order #: CSKB47

MSRP: \$23,445.00

1RS: PACKAGE RS OPTION 1

A2V: Seat Adjuster, Drive 6-Way Manual

A64: SEAT RR SPLIT, FOLDING, 40/60

A69: RESTRAINT SEAT BELT TENSIONER, FRT, VAR. 2

A70: RESTRAINT SEAT BELT TENSIONER, FRT

AY0: RESTRAINT SYSTEM SEAT, INFLATABLE, DRIVER & PASS FRT, SEAT
SIDE ROOF SIDE

B34: COVERING FRT FLOOR MATS, CARPETED INSERT

B35: COVERING REAR FLOOR MATS, CARPETED INSERT

BTT: ALARM REMOTE PANIC

BTV: REMOTE START VEHICLE

C2X: GVW RATING 4145LBS / 1880KG

C49: DEFOGGER RR WINDOW, ELECTRIC

C60: HVAC SYSTEM AIR CONDITIONER FRT, MAN CONTROLS

D75: HANDLE O/S DOOR BODY COLOR

DLF: Mirrors,Outside Heated Power-Adjustable, Body Color

DLV: MIRROR I/S FRT VAN SUNSHADE, DRIVER & PASS, W/MIRROR &
COVER

DU3: TRAY FRT FLOOR CONSOLE, ARMREST

FE2: SUSPENSION SYSTEM RIDE, HANDLING

FJM: RATIO TRANSAXLE FINAL DRIVE 3.50

FX3: RIDE AND HANDLING AUTOMATIC ELECTRONIC CONTROLLED

GAZ: Summit White
H6H: Jet Black / Gray with Red accents
IOR: Audio System, 8" Diagonal HD Color Touchscreen
IVN: INFOTAINMENT VIRTUAL COCKPIT SYS - NONE, USING RDO FAMILY
J71: Parking Brake, Electronic
K34: CRUISE CONTROL AUTOMATIC, ELECTRONIC
KA1: HEATER SEAT FRT DRVR & PASS
KL9: ENG CONTROL STOP/START SYS, CONVENTIONAL AT,
 CONVENTIONAL MT O R BRAKE RELEASE LATE RESTART
LIH: ECOTEC 1.2L Turbo
MNH: Transmission, 6-Speed Automatic
N37: STEERING COLUMN TILT, TELESCOPING
N5C: Steering Wheel, Wrapped, Flat-Bottom
PED: Chevy Safety Assist
PRF: 3 years of OnStar Remote Access
QAI: Tires, 225/55R18 All-Season, Blackwall
RQH: Wheels, 18" Black-Painted Machined Aluminum
SJQ: Wheel, Spare, 16" Steel
T4L: HEADLAMPS LED
TB4: Liftgate, Manual
TDM: MODE TEEN DRIVER SETTINGS
UDC: Driver Information Center 3.5"
UE4: SENSOR INDICATOR FOLLOWING DISTANCE
UEU: SENSOR INDICATOR FORWARD COLLISION ALERT
UFG: REAR CROSS TRAFFIC ALERT
UHX: LANE ACTIVE SAFETY KEEP ASSIST
UHY: Automatic Emergency Braking
UKC: SIDE ACTIVE SAFETY OBSTACLE DETECTION ENHANCED
UKJ: PED DETECTION FRT BASIC, PEDESTRIANS
UQF: 4 - Speaker Audio System
UVB: HD Rear Vision Camera
UVD: Steering Wheel, Heated
VGC: PROTECTOR FILM, PAINT ETCH PREVENTIVE
VJQ: HOOK TOW, FRT
VK3: LICENSE PLATE FRONT FRT MOUNTING PKG
VV4: COMMUNICATION EQUIP MOBILE INTERNET CONNECTIVITY
WFK: SALES PACKAGE RS
WPA: Driver Confidence Package
YF5: CERTIFICATION EMISSION, CALIFORNIA
ZDC: Tire, Spare, Compact
ZFT: LS Convenience Package

Selling Price: \$23,045.00

Sales tax: \$2,428.65

DMV: Exempt

Document Fee: \$85.00

Tire Fee: \$8.75

GILMAR Broker Fee: \$0.00

Delivery to Fire Headquarters: \$0.00
Total Price: \$25,567.40

* This vehicle is in transit to dealer inventory with an expected arrival date of 08/01/2023. This will be a brokered transaction between City of Santa Fe Springs / GILMAR Automotive Group and Selman Chevrolet, Orange, CA. This pricing (Bid) expires end of business 07/31/2023.

Respectfully Submitted,

Mark Gutierrez, Broker / Principal
GILMAR Automotive Group
12631 E. Imperial Hwy. #A217
Santa Fe Springs, CA. 90670
562-868-7000 / 562-318-6854
www.gilmarautogroup.com



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-----Original Message-----

From: "Paul J. Martinez" <paulmartinez@santafesprings.org>
Sent: Wednesday, June 28, 2023 7:08pm
To:
Cc: "Chad A. Van Meeteren" <ChadVanMeeteren@santafesprings.org>, "Paul J. Martinez" <paulmartinez@santafesprings.org>
Subject: REQUEST FOR BID CHEVROLET TRAX

The City of Santa Fe Springs is seeking bids for (1) Chevrolet Trax per the attached specifications. If interested please submit your bid to this e-mail address by end of day Wednesday July 5, 2023. The City will need to go to Council on July 18 for award to lowest vendor.

For Specification questions please contact Chad Van Meeteren at 562.906.3800 or the e-mail address above.

Include in your bid:

- 1) Delivery to Santa Fe Springs – Fire Headquarters – 11300 Greenstone Ave, Santa Fe Springs, CA 90670
- 2) Document Fees
- 3) Tire Fees
- 4) DMV Fees (Exempt)
- 5) Any other Fee associated with this order
- 6) Sales Tax (We are 10.5%)

Thank you,

Paul Martinez | Director of Purchasing Services
City of Santa Fe Springs | Finance & Administrative Services
12636 Emmens Way | Santa Fe Springs, CA 90670
(562) 409-7535 – Direct | (562) 868-0511 - Main
PaulMartinez@santafesprings.org | www.santafesprings.org



Mike O'Hare
GEORGE CHEVROLET

17000 S. LAKEWOOD BLVD
BELLFLOWER, CA 90706
(562)925-2500

07/05/2023

TO: City of Santa Fe Springs

ATT: Paul J. Martinez

FROM: **Mike O'Hare**

RE: **NEW 2024 CHEVROLET TRAX**

YOUR FLEET PRICE	23,333.13
DOC FEE	85.00
SALES TAX (10.5%)	2,458.90
DMV (EST) "E" Plates	30.00
TIRE TAX	<u>8.75</u>
TOTAL	25,918.78

Best Regards,

Mike O'Hare
Commercial Fleet Account Manager
714/746-3426 cell
mikeo@georgechevy.com



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

CITY OF SANTA FE SPRINGS

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2)





GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

Table of Contents

- Dealership Information
- Standard Equipment
- Selected Model and Options
- Weight Rating
- Technical Specifications

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

GEORGE CHEVROLET

Prepared By:

MIKE O'HARE
GEORGE CHEVROLET
562 925-2500 EXT 225
mikeo@georgechevy.com

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Standard Equipment

Package LS Convenience Package
Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical
Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT) (137 hp [102 kW] @ 5000 rpm, 162 lb-ft of torque [219 N-m] @ 2500 rpm) (STD)
Transmission, 6-speed automatic (STD)
GVWR, 4145 lbs. (1880 kg)
Axle, 3.50 final drive ratio
Engine air filtration monitor
Drivetrain, front-wheel drive
Coolant protection, engine
Battery, 70AH, 12V, 760 cold-cranking amps
Alternator, 130 amps
Suspension, Ride and Handling
Suspension, front MacPherson strut
Suspension, rear, compound crank
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Brake, electronic parking
Brake lining, performance
Brake rotor, FNC
Mechanical jack with tools
Capless fuel fill

Exterior
Wheels, 18" (45.7 cm) Black-painted machined aluminum
Tires, 225/55R18 all-season, blackwall
Exhaust tip, turned down, hidden
Wheel, spare, 16" (40.6 cm) steel
Tire, spare, compact

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MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✓ Complete)

Exterior

Fascia, front and rear, inserts
Spoiler, rear
Moldings, Black, side windows surround
Moldings, body-side, lower, extra wide, molded in Black
Exterior trim, RS, Black front and rear bowties, Black grille insert
Headlamps, LED
Headlamp control, automatic on and off
IntelliBeam, auto high beam (Included with (PED) Chevy Safety Assist.)
Lamp, center high-mounted stop/brake (CHMSL)
Mirrors, outside heated power-adjustable, manual-folding
Mirror caps, high gloss Black
Glass, deep-tinted
Wiper, rear, intermittent
Wipers, front intermittent, variable speed
Glass, tinted windshield
Ornamentation, Trax lettering
Ornamentation, RS badge
Liftgate, manual
Door handles, body-color
Recovery hook, front

Entertainment

Audio system, Chevrolet Infotainment 3 system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wireless Apple CarPlay and wireless Android Auto compatibility (STD)
Audio system feature, 4-speaker system
SiriusXM, enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation

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MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✓ Complete)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

Seats, heated driver and front passenger

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 4-way manual

Seat, rear 60/40 split-folding

Head restraints, front, 2-way adjustable

Head restraints, rear, height adjustable

Knee bolster, driver and front passenger

Console, floor with armrest

Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, carpeted rear (Deleted when LPO floor mats or floor liners are ordered.)

Steering wheel, wrapped, flat-bottom

Steering wheel, heated

Steering column, tilt and telescoping

Steering wheel controls, mounted audio, cruise control Driver Information Center, Forward Collision Alert gap adjust and phone interface controls

Driver Information Center, 3.5" diagonal monochromatic display

Vehicle health management

Window, power, front passenger with express down

Window, power, driver with express down

Windows, power rear, express down

Door locks, power

Keys, (2) foldable

Remote Start

Cruise control, electronic with set and resume speed

Theft-deterrent system, unauthorized entry

Theft-deterrent system, immobilizer

Remote panic alarm

USB ports, 2, one type-A and one type-C, located within the instrument panel

Power outlet, 12-volt, located on instrument panel

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Jul 5, 2023



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Interior

Air conditioning, single-zone manual
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, front passenger
Assist handles, rear outboard
Shift knob, urethane
Lighting, interior, overhead courtesy lamp
Lighting, interior, roof, rear courtesy
Lighting, rear cargo compartment lamp
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking (Included with (PED) Chevy Safety Assist.)
Front Pedestrian Braking (Included with (PED) Chevy Safety Assist.)
Braking control, ECM grade

Safety-Exterior

StabiliTrak, stability control system
Daytime Running Lamps, reduced intensity low beam, LED

Safety-Interior

Airbags, frontal and seat-mounted side-impact for driver and front passenger; roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Forward Collision Alert (Included with (PED) Chevy Safety Assist.)

Following Distance Indicator (Included with (PED) Chevy Safety Assist.)

Lane Keep Assist with Lane Departure Warning (Included with (PED) Chevy Safety Assist.)

Seat belts, 3-point, all seating positions with front tensioners

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

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[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✓ Complete)

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened, programmable

Rear Seat Reminder

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn

Tire Fill Alert

3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	FRONT WEIGHT	REAR WEIGHT
1TR58	2024 Chevrolet Trax FWD 4dr 1RS	0.00 lbs	0.00 lbs

COLORS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT) (137 hp [102 kW] @ 5000 rpm, 162 lb-ft of torque [219 N-m] @ 2500 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MNH	Transmission, 6-speed automatic (STD)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FJM	Axle, 3.50 final drive ratio	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1RS	1RS Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

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[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
A50	Seats, front bucket (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H6H	Jet Black/Gray with Red accents, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wireless Apple CarPlay and wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
WPA	Driver Confidence Package includes (UD7) Rear Park Assist, (UFG) Rear Cross Traffic Alert and (UKC) Lane Change Alert with Side Blind Zone Alert	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
VK3	License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UD7	Rear Park Assist (Included and only available with (WPA) Driver Confidence Package.)	0.00 lbs	0.00 lbs
UFG	Rear Cross Traffic Alert (Included and only available with (WPA) Driver Confidence Package.)	0.00 lbs	0.00 lbs
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (WPA) Driver Confidence Package.)	0.00 lbs	0.00 lbs
Options Total		0.00 lbs	0.00 lbs

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MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✓ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MNH
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.58
Second Gear Ratio (:1)	2.96	Third Gear Ratio (:1)	1.91
Fourth Gear Ratio (:1)	1.44	Fifth Gear Ratio (:1)	1.00
Sixth Gear Ratio (:1)	0.74	Reverse Ratio (:1)	2.94
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.50
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A

Mileage

EPA Fuel Economy Est - Hwy	32 MPG	Cruising Range - City	N/A
EPA Fuel Economy Est - City	28 MPG	Fuel Economy Est-Combined	30 MPG
Cruising Range - Hwy	N/A	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	EPA MPG Equivalent - Combined	N/A
Estimated Battery Range	N/A		

Engine

Engine Order Code	LIH	Engine Type	Turbocharged Gas 3-Cyl
Displacement	1.2L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	137 @ 5000	SAE Net Torque @ RPM	162 @ 2500

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	130
-------------------------------------	-----	------------------------------------	-----

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.



GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year 5.9 EPA Greenhouse Gas Score N/A

Vehicle

EPA Classification Small Sport Utility Vehicle

Chassis

Weight Information

Base Curb Weight	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	Compound Crank
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QAI	Rear Tire Order Code	QAI
Spare Tire Order Code	ZDC	Front Tire Size	225/55R18
Rear Tire Size	225/55R18	Spare Tire Size	Compact

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Chassis

Wheels

Front Wheel Size	18 x -TBD- in	Rear Wheel Size	18 x -TBD- in
Spare Wheel Size	16 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	N/A
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	-----	--------------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	99.8 ft ³
Front Head Room	39.6 in	Front Leg Room	41.9 in
Front Shoulder Room	55.7 in	Front Hip Room	52.1 in
Second Head Room	38.1 in	Second Leg Room	38.7 in
Second Shoulder Room	54.3 in	Second Hip Room	45.8 in

Exterior Dimensions

Wheelbase	106 in	Length, Overall	178.6 in
Width, Max w/o mirrors	71.8 in	Height, Overall	61.42 in
Track Width, Front	61.5 in	Track Width, Rear	62.13 in

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GEORGE CHEVROLET

MIKE O'HARE | 562 925-2500 EXT 225 | mikeo@georgechevy.com

[Retail] 2024 Chevrolet Trax (1TR58) FWD 4dr 1RS (2) (✔ Complete)

Dimensions

Exterior Dimensions

Min Ground Clearance	7.3 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	54.1 ft³	Cargo Volume to Seat 2	25.6 ft³
Cargo Volume to Seat 3	N/A		

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.



Vehicle Locator

Dealer Information

PREMIER CHEVROLET OF BUENA PARK
6195 AUTO CENTER DRIVE
BUENA PARK, CA 90621
Phone: 714-868-4044
Fax: 714-868-4025

CMFB6C

Model Year: 2024

Make: Chevrolet

Model: Trax

1TR58-Trax

PEG: 1RS-PACKAGE RS OPTION 1

Primary Color: GAZ-Summit White

Trim: H6H-Jet Black / Gray with Red accents

Engine: LIH-ECOTEC 1.2L Turbo

Transmission: MNH-Transmission, 6-Speed Automatic

Event Code: 3550-Import Vehicle Shipped from
Port of Origin

Order #: CMFB6C

MSRP: N/A

Order Type: TRE-Retail Stock

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

All Options

1RS-PACKAGE RS OPTION 1

A64-SEAT RR SPLIT, FOLDING, 40/60

A70-RESTRAINT SEAT BELT TENSIONER, FRT

B34-COVERING FRT FLOOR MATS,
CARPETED INSERT

BTT-ALARM REMOTE PANIC

C2X-GVW RATING 4145LBS / 1880KG

C60-HVAC SYSTEM AIR CONDITIONER FRT,
MAN CONTROLS

D75-HANDLE O/S DOOR BODY COLOR

DLV-MIRROR I/S FRT VAN SUNSHADE,
DRIVER & PASS, W/MIRROR & COVER

FE2-SUSPENSION SYSTEM RIDE, HANDLING

FX3-RIDE AND HANDLING AUTOMATIC
ELECTRONIC CONTROLLED

H6H-Jet Black / Gray with Red accents

IVN-INFOTAINMENT VIRTUAL COCKPIT SYS -
NONE, USING RDO FAMILY

K34-CRUISE CONTROL AUTOMATIC,
ELECTRONIC

KL9-ENG CONTROL STOP/START SYS,
CONVENTIONAL AT, CONVENTIONAL MT O R
BRAKE RELEASE LATE RESTART

MNH-Transmission, 6-Speed Automatic

N5C-Steering Wheel, Wrapped, Flat-Bottom

PRF-3 years of OnStar Remote Access

RQH-Wheels, 18" Black-Painted Machined
Aluminum

SJQ-Wheel, Spare, 16" Steel

TB4-Liftgate, Manual

UDC-Driver Information Center 3.5"

UEU-SENSOR INDICATOR FORWARD
COLLISION ALERT

UHX-LANE ACTIVE SAFETY KEEP ASSIST

UKC-SIDE ACTIVE SAFETY OBSTACLE
DETECTION ENHANCED

UQF-4 - Speaker Audio System

UVD-Steering Wheel, Heated

VJQ-HOOK TOW, FRT

VV4-COMMUNICATION EQUIP MOBILE
INTERNET CONNECTIVITY

WPA-Driver Confidence Package

ZDC-Tire, Spare, Compact

ZL3-ZL3 Package

A2V-Seat Adjuster, Drive 6-Way Manual

A69-RESTRAINT SEAT BELT TENSIONER,
FRT, VAR. 2

AY0-RESTRAINT SYSTEM SEAT,
INFLATABLE, DRIVER & PASS FRT, SEAT
SIDE ROOF SIDE

B35-COVERING REAR FLOOR MATS,
CARPETED INSERT

BTV-REMOTE START VEHICLE

C49-DEFOGGER RR WINDOW, ELECTRIC

CAC-Sunroof, Power Sliding Glass With
Manual Shade

DLF-Mirrors, Outside Heated Power-Adjustable,
Body Color

DU3-TRAY FRT FLOOR CONSOLE, ARMREST

FJM-RATIO TRANSAXLE FINAL DRIVE 3.50

GAZ-Summit White

IOR-Audio System, 8" Diagonal HD Color
Touchscreen

J71-Parking Brake, Electronic

KA1-HEATER SEAT FRT DRVR & PASS

LIH-ECOTEC 1.2L Turbo

N37-STEERING COLUMN TILT, TELESCOPING

PED-Chevy Safety Assist

QAI-Tires, 225/55R18 All-Season, Blackwall

SBZ-LPO, Sport Pedal Kit

T4L-HEADLAMPS LED

TDM-MODE TEEN DRIVER SETTINGS

UE4-SENSOR INDICATOR FOLLOWING
DISTANCE

UFG-REAR CROSS TRAFFIC ALERT

UHY-Automatic Emergency Braking

UKJ-PED DETECTION FRT BASIC,
PEDESTRIANS

UVB-HD Rear Vision Camera

VGC-PROTECTOR FILM, PAINT ETCH
PREVENTIVE

VK3-LICENSE PLATE FRONT FRT MOUNTING
PKG

WFK-SALES PACKAGE RS

YF5-CERTIFICATION EMISSION, CALIFORNIA

ZFT-LS Convenience Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

1. Contract Date:	06/28/23	Quote No.:	1013202
2. (W)Bank:	CASH	18. (W)ServiceContract:	
3. L, F Name:		19. (W)GAP Protection:	
4. (W)City/County/Zip:		20. (W)PPM Plan:	
5. Stock Number:	CMFB6C	21. APR="0":	%
6. M.S.R.P.:	\$ 23,445.00	22. Term="0":	
7. SELLING PRICE:	\$ 23,445.00	23. SalesTax %/Amt:	10.5000% \$ 2,575.13
8. (W)AfterSale/We-Owes:	\$ 995.00	24. DaysTo1stPmtDate:	08/12/23
9. Customer Cash Down:		25. **PAYMENT**====>>:	\$ 27,489.88
10. (W)Deferred Payment:			
11. (W)Rebate(s):			
12. (W)Trade(s) 1 & 2:			
Total Down:		Sale Subtotal:	\$ 24,440.00
13. DOC Fee:	\$ 85.00	Total Financed:	\$ 27,489.88
14. CA Tire Fee:	\$ 8.75	Finance Charge:	
15. DMV(F5=RS/F7=FEES)	\$ 348.00	Total Other Charges:	
16. (W)Smog/GVW Fees:		Total of Payments:	\$ 27,489.88
17. (W)Total Fees	\$ 474.75	Deferred Price:	
Unpaid Balance:			\$ 27,489.88

Command Window
Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex | F5-RRecall | F6-Cust | F7-Veh | F8-Trd | F10-Misc | SF11->



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10N

July 18, 2023

CONSENT AGENDA

Award an Order to Swarco-McCain Inc. for the Purchase of Traffic Signal Cabinets

RECOMMENDATION

- Award an order to Swarco-McCain Inc. for the purchase of traffic signal cabinets; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$61,986.08 to Swarco-McCain Inc.

BACKGROUND

The Public Works Maintenance Traffic Signal Division has standardized to the Swarco-McCain (McCain) traffic signal cabinet for installation in Santa Fe Springs and the Traffic Signal contract cities we serve. Inconsistencies in craftsmanship and technical support from other brands led to the standardization to this cabinet. Key components used in the cabinet such as the power supply and controller are also standardized to McCain products which has led to consistent service uptime. One of the principal benefits realized by using the McCain cabinet is product support; staff can effortlessly connect with a McCain technician to troubleshoot and solve an issue.

Traffic signal cabinets are inventoried and stored in the City Warehouse until they are installed into service. Long and inconsistent delivery lead times require the necessity to keep several of these on our shelves as to not impact potential service disruption to Santa Fe Springs or the traffic signal contract cities we serve.

FISCAL IMPACT

When traffic signal cabinets are checked out of inventory they are charged to appropriate Public Works budget accounts. If they are replacing a knockdown from a traffic accident, the appropriate insurance company or responsible parties are invoiced for reimbursement cost of the cabinet, plus the cost of labor, and any additional materials needed to complete the install. Cabinets installed in our traffic signal contract cities are reimbursed to the City of Santa Fe Springs plus the contract negotiated markup.

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

Tom Hatch
Interim City Manager

Attachment:

1. Swarco-McCain Inc Quote



QUOTATION

Quote #: JLP063023C
Agency: Santa Fe Springs City
Job Name: 337 Cabinet
Bid Date: 6/30/23

Estimator: Jennifer Phelan
(760)734-5050
jennifer.phelan@swarco.com

Bid Item	Qty	Description	Price	Extension
	4	337 ANODIZED CONTROL CABINET	\$14,024.00	\$56,096.00
		1 170ATC W/ATC HC11 Q-UART		
		1 2010ECL MONITOR		
		1 204 FLASHER		
		2 242L ISOLATOR, EDI		
		3 430 F.T.R.		
		6 200 LOAD SWITCH		
		9 EDI 222 DETECTOR		
		1 CERTIFICATION OF COMPLIANCE		

*Software not included. Turn on support not included.

***Confirm base, pole or pedestal mount**

10.5% tax *subject to change	\$5,890.08
Reference Total	\$61,986.08

Prices firm for 90 days. Freight included. Add sales tax.

Sale is subject to Swarco's standard terms and conditions.

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City of Santa Fe Springs

City Council Meeting

ITEM NO. 100

July 18, 2023

CONSENT AGENDA

Award to S & J Supply Co. for the Purchase of Industrial Fire Hydrants

RECOMMENDATION

- Award to S & J Supply Co. for the purchase of industrial fire hydrants; and
- Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$60,028.02 to S & J Supply Co.

BACKGROUND

Industrial fire hydrants are installed in our water system in our commercial and industrial zoned areas. The Department of Public Works, Water Division, replace damaged and unrepairable hydrants in our system as required.

Hydrants are inventoried items stored in the City Warehouse until they are put into service. Long and inconsistent delivery lead times require the necessity to keep these on our shelves so they are available when required.

The Director of Purchasing Services recommends awarding this order to S & J Supply Co. a local vendor, based on the lowest received bid.

Vendor	Quoted Price
S & J Supply Co.	\$60,028.02
C. Well Pipeline Materials Inc.	\$66,065.63
United Water Works	\$69,032.74
Dangelo Co.	\$80,663.77
Wester Water Works	No Bid
YoFire	No Bid

FISCAL IMPACT

When hydrants are checked out of inventory they are charged to Public Works budget accounts. If they are replacing a knockdown from a traffic accident, the appropriate insurance company or responsible party is invoiced for reimbursement of the cost of the hydrant, plus the cost of labor and any additional materials needed to complete the hydrant install.

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

Tom Hatch
Interim City Manager

Attachment(s):

1. S & J Supply Co. Quote
2. C. Well Pipeline Materials Quote
3. United Water Works Quote
4. Dangelo Quote

S&J Supply Co., Inc.

pipeline materials

S & J SUPPLY COMPANY, INC.
13105 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
562-944-7433
Fax 562-944-7224



Quotation

EXPIRATION DATE	QUOTE NUMBER
07/13/2023	S100212700
S & J SUPPLY COMPANY, INC. 13105 FLORENCE AVE SANTA FE SPRINGS, CA 90670 562-944-7433 Fax 562-944-7224	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH
SANTA FE SPRINGS, CA 90670

SANTA FE SPRINGS SHOP ACCT
12636 EMMENS
SANTA FE SPRINGS, CA 90670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / REF NUMBER	SALESPERSON		
942		CONTRACT #3230023	DEBRA DURAN		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROBERT SMITH		OT OUR TRUCK	Net 30 Days	06/13/2023	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
18ea	<div>SHIPPING INSTRUCTIONS</div> <div>***WAREHOUSE RECEIVING HOURS:***</div> <div>MON-THURS 7AM-12PM</div>			3018.000/ea	54324.00
	J40606 JONES J4060 FIRE HYD 6H 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY YELLOW				
THIS IS ONLY S & J SUPPLY COMPANY, INC. INTERPRETATION OF WHAT IS NEEDED TO DO THE JOB. PLEASE VERIFY ALL MATERIALS AND QUANTITIES.				Subtotal	54324.00
*****				S&H Charges	0.00
** PRICING SUBJECT TO CHANGE WITHOUT NOTICE **				Estimated Tax	5704.02
				Amount Due	60028.02

**C. WELLS PIPELINE MATERIALS INC.**

1696 Commerce Street
Corona, CA 92878
Phone (951) 272-2600
Fax (951) 272-8486

Remit To:
P.O. Box 1389
Corona, CA 92878

Sales Quote

Sales Quote No.	SQ23-1933
Date	June 14, 2023
Page	1

Bill To :

CASH SALE

Ship To :

SANTA FE SPRINGS
VANNEZA PONCE

PO No.	Customer ID	Contact Name	Salesperson	Shipping Method	Payment Terms	Req Ship Date
	CASH	VANNEZA PONCE	David Wells	Our Truck	Cash on Delivery	06/14/23

Item No.	Description	UoM	Qty	Unit Price	Line Amount
JJ40606	JNS J4060 TRITON DI FH 1-1/2-PN CC 6H (34D-10776 Z2)	Each	18	3,375.00	60,750.00

Subtotal	60,750.00
Total Tax	5,315.63
Total:	66,065.63



Serving Southern California

Orange County / San Diego
Riverside / San Bernardino
Los Angeles / Ventura

1-888-4-UNITED



Quotation

EXPIRATION DATE	QUOTE NUMBER
07/14/2023	S100121074

QUOTE TO:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

SHIP TO:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

PAGE NUMBER	PO NUMBER	JOB NAME	SALESPERSON	
1 of 1			Clint Austin	
WRITER		SHIP VIA	TERMS	SHIP DATE
Clint Austin		OT OUR TRUCK		06/14/2023
ORDER QTY	ITEM NUMBER	DESCRIPTION		UNIT PRICE
18ea	J4060DR	JONES DI HYDRANT 4" X 2.5" X 2.5" W/ 1-1/2" PENTS 6 HOLE SAFETY YELLOW *** Special Order Item ***		EXT PRICE
				3470.726/ea
				62473.07

United Water Works, Inc. assumes no liability for differences in material takeoffs and quotations. Any material takeoff completed by UWW is provided as a courtesy to our customers. We strongly recommend all customers review material quotations for accuracy.

****PRICING TERMS & CONDITIONS****

DUE TO CURRENT VOLATILITY IN THE MARKET, PRICES ON THIS QUOTE ARE BASED ON CURRENT PRICING AT TIME OF BID. ALL MATERIAL PRICING IS AN ESTIMATE AND IS SUBJECT TO AVAILABILITY & MANUFACTURER PRICING IN AFFECT AT TIME OF ACTUAL SHIPMENT. UWW WILL HONOR THIS QUOTE FOR AVAILABLE MATERIALS & PROVIDE UPDATES AS ABLE WITH REGARDS TO INCREASES AND AVAILABILITY. **SALES TAX NOT INCLUDED IN TOTAL**

Subtotal	62473.07
S&H Charges	0.00
Amount Due	62473.07



WATERWORKS & FIRE PROTECTION SUPPLIES

601 S. HARBOR BLVD.
LA HABRA, CA 90631
Phone 562-690-1000
Fax 562-690-3700



Quotation

EXPIRATION DATE	QUOTE NUMBER
06/30/2023	S1520064
DANGELO COMPANY 601 S. HARBOR BLVD. LA HABRA, CA 90631 Phone 562-690-1000 Fax 562-690-3700	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD.
ATTN: FINANCE DEPT
SANTA FE SPRINGS, CA 90670

CITY OF SANTA FE SPRINGS
12636 EMMENS WAY
SANTA FE SPRINGS, CA 90670

ORDERED BY	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
Vanneza Ponce			PIPELINE DIVISION		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
James Jackson		OUR TRUCK	Net Due 30 Days	07/04/2023	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
18ea	<div>SHIPPING INSTRUCTIONS</div> BACKORDERS TO BE REVIEWED BY SALESMAN			4055.494/ea	72998.89
	HYD JONES J4060 6H DI 3-WAY 4" X 2-1/2" X 2-1/2"				

This is a Quotation.

Prices are firm for 30 days unless otherwise noted above, after that they are subject to changes without notice. Applicable taxes based on Ship-To address. All quotations and take-offs are done to the best of our ability. All items with a unit price \$0.001 are Priced On Application (POA) and must be verified when the order is placed. It is your responsibility to verify quantity and type of material quoted.

Subtotal	72998.89
S&H Charges	0.00
Estimated Tax	7664.88
Amount Due	80663.77



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

July 18, 2023

PUBLIC HEARING

Resolution No. 9875 – Levy Annual Assessments for Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) FY 2023/24

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9875 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Heritage Springs Assessment District No. 2001-1 (Hawkins Street and Palm Drive) for FY 2023/24.

BACKGROUND

On June 6, 2023, the City Council adopted Resolution No. 9867 declaring its intention to levy an assessment for street maintenance and repair of the streets located within the Heritage Springs Assessment District No. 2001-1. Resolution No. 9867 also set the Public Hearing for 6:00 p.m. on July 18, 2023, and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the district for Fiscal Year 2023/24 is \$48,870. This sum shall be assessed according to the benefits received by properties located within the Heritage Springs Assessment District No. 2001-1. The methodology for distributing the assessments over the district complies with the requirements of State Proposition 218.

FISCAL IMPACT

The District has a positive financial impact on the City because a benefit assessment district is utilized to fund street maintenance costs attributable to the particular Heritage Springs development.

INFRASTRUCTURE IMPACT

The infrastructure for this development has been constructed and maintained on a regular schedule.

A handwritten signature in black ink, appearing to read "Tom Hatch".

Tom Hatch
Interim City Manager

Attachments:

1. Resolution No. 9875
2. Boundary Map

Report Submitted By: Yvette Kirrin
Interim Director of Public Works

Date of Report: July 14, 2023

RESOLUTION NO. 9875

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, DIRECTING THE LEVY OF ANNUAL ASSESSMENTS IN THE CITY OF
SANTA FE SPRINGS HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1 FOR
FISCAL YEAR 2023/2024**

**CITY OF SANTA FE SPRINGS
Heritage Springs Assessment District 2001-1
(Hawkins Street and Palm Drive)**

RESOLVED, by the City Council (the “Council”) of the City of Santa Fe Springs, County of Los Angeles, State of California, that:

WHEREAS, this Council has conducted proceedings under and pursuant to the Municipal Improvement Act of 1913, Division 12, California Streets and Highways Code (the “Act”) and Resolution Ordering the Assessment District Formation No. 6642, adopted June 28, 2001 (the “Resolution of Formation”), to form the Heritage Springs Assessment District 2001-1 (the “Assessment District”), to authorize the levy of special assessment upon the lands within the Assessment District, to acquire and construct public streets and other improvements, all as described therein; and

WHEREAS, pursuant to Section 10100.8 of the Act and the Resolution of Intention, this Council is authorized to levy annual assessments (the “Assessments”) for maintenance, repair or improvement, including all expenses required for resurfacing and repair to public streets (the “Maintenance”) in and adjacent to the Assessment District to keep such acquisitions and improvements in fit operating condition which are ordinarily incurred no more frequently than every five years, of the acquisitions and improvements for the Assessment District; and

WHEREAS, under the Act, this Council and for the annual levy of the Assessments, on June 6, 2023, has adopted Resolution No. 9867, a Resolution of the City Council of the City of Santa Fe Springs of Intention to Levy Annual Assessments for the City of Santa Fe Springs Heritage Springs Assessment District 2001-1 for Fiscal Year 2023/2024 (the “Intention Resolution”) and approved the Engineer’s Report (the “Engineer’s Report”) prepared pursuant to the Act for purposes of the levy of assessments for Fiscal Year 2023/2024; and

WHEREAS, as specified in the Intention Resolution, and upon notice as required by the Act, this Council held a public hearing on the issue of the levy of the assessments for the Next Fiscal Year, and all persons desiring to be heard were given an opportunity to be heard, and all objections to the assessment were considered by this Council.

NOW, THEREFORE, IT IS ORDERED as follows:

1. Objections Overruled. The objections and protests against the annual levy of assessments for the Assessment District, as a whole or as to any part thereof, or against the estimate of costs and the assessments, in whole or in part, written and oral, are hereby overruled.
2. Public Interest. The public interest, convenience and necessity require the levy of annual assessments for the Assessment District.
3. District Described. The District specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagram thereof filed in the offices of the City Clerk, which map is made a part hereof by reference thereto.
4. Engineer's Report Approved. The Engineer's Report, in the form on file with the City Clerk and to which reference is hereby made for further particulars, including the estimates of costs and expenses, the apportionment of assessments and the assessment diagram contained in the Engineer's Report, was adopted on June 6, 2023, by Resolution No. 9866 shall stand as the Engineer's Report for FY 2023/2024.
5. Benefits Determined. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, this Board expressly finds and determines that each of the several subdivisions of land in the Assessment District will be specially benefited.
6. Collection of Assessments. The assessments herein confirmed shall be collected in the same manner and upon the same roll as general taxes of the County of Los Angeles are collected. The Director of Finance and Administrative Services or other authorized official of the City is hereby authorized and directed to cause such collections to be made for the Next Fiscal Year.
7. Effective. This resolution shall take effect from and after its adoption.

PASSED and ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting thereof this 18th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

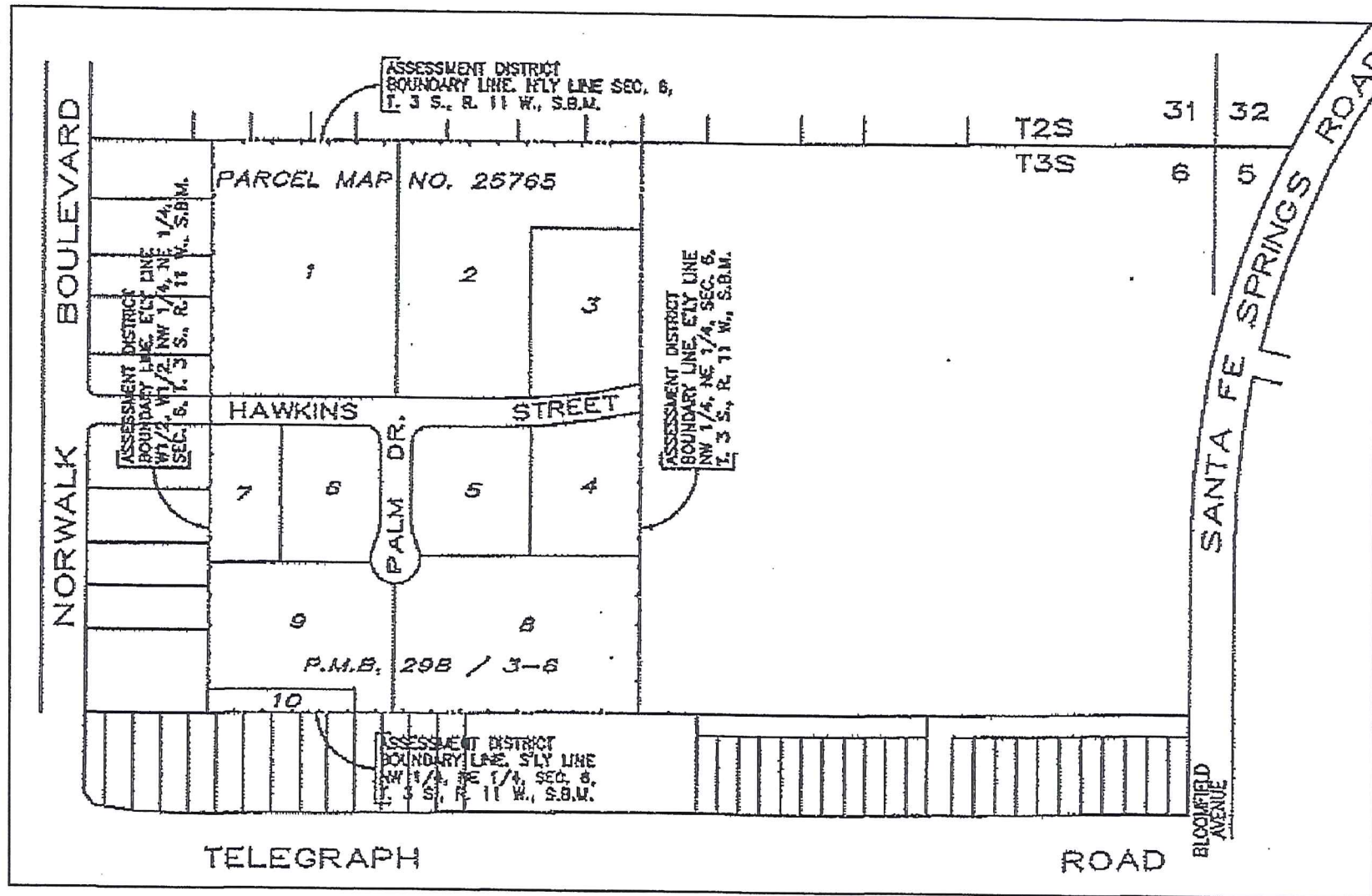
CITY OF SANTA FE SPRINGS

By: _____
Juanita Martin, Mayor

Janet Martinez, CMC, City Clerk

BOUNDARY MAP

HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1





City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

July 18, 2023

PUBLIC HEARING

Resolution No. 9876 – Levy Annual Assessments for City of Santa Fe Springs Lighting District No. 1 (FY 2023/24)

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Adopt Resolution No. 9876 confirming the diagram and assessment, and providing for annual assessment levy; and
- Authorize the Director of Finance to execute all documents necessary with the County of Los Angeles in order to process the collection of assessments related to Lighting District No. 1 for FY 2023/24.

BACKGROUND

At the Council meeting of June 6, 2023, the City Council adopted Resolution No. 9869 declaring its intention to provide an annual levy and collection of assessments for certain maintenance in an existing district. Resolution No. 9869 also set the Public Hearing for 6:00 p.m. on July 18, 2023 and a notice was published in the Whittier Daily News.

The net assessment to be distributed over the Lighting District for the fiscal year 2023/24 is \$194,177. This sum shall be assessed according to the benefits received by properties located within Lighting District No. 1. The methodology for the distribution of assessments and the assessment rates over the Lighting District complies with the requirements of State Proposition 218.

FISCAL IMPACT

By special benefit assessments, the Lighting District provides a portion of the funding for the installation, maintenance and operation of the street lighting system in the City of Santa Fe Springs.

INFRASTRUCTURE IMPACT

The Lighting District provides for increased safety on the roadway, greater visibility for pedestrians and motorists at night and enhanced security, to name a few benefits.

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

Tom Hatch
Interim City Manager

Attachments:

1. Resolution No. 9876
2. Lighting District No. 1 Boundary Map

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

Date of Report: July 14, 2023

RESOLUTION NO. 9876

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS,
CALIFORNIA, CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR
ANNUAL ASSESSMENT LEVY**

WHEREAS, the City Council has initiated for the annual levy of the assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a district known and designated as:

**CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1**

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration and subsequently thereto, this City Council did adopt its Resolution of Intention to levy and collect assessments for the next ensuing fiscal year relating to the above-referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

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

Section 1: That the above recitals are true and correct.

Section 2: That upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

Section 3: That this City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

Section 4: That the diagram and assessment as set forth and contained in said Engineer's Report are hereby confirmed and adopted by this City Council.

Section 5: That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year.

Section 6: That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report," pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

Section 7: That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

Section 8: That the City Treasurer has previously established a special fund known as the

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT No. 1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 9: That the City Clerk is hereby ordered and directed to file a certified copy of this Resolution upon its adoption.

Section 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

APPROVED and ADOPTED by the City Council of the City of Santa Fe Springs
at a regular meeting thereof this 18th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

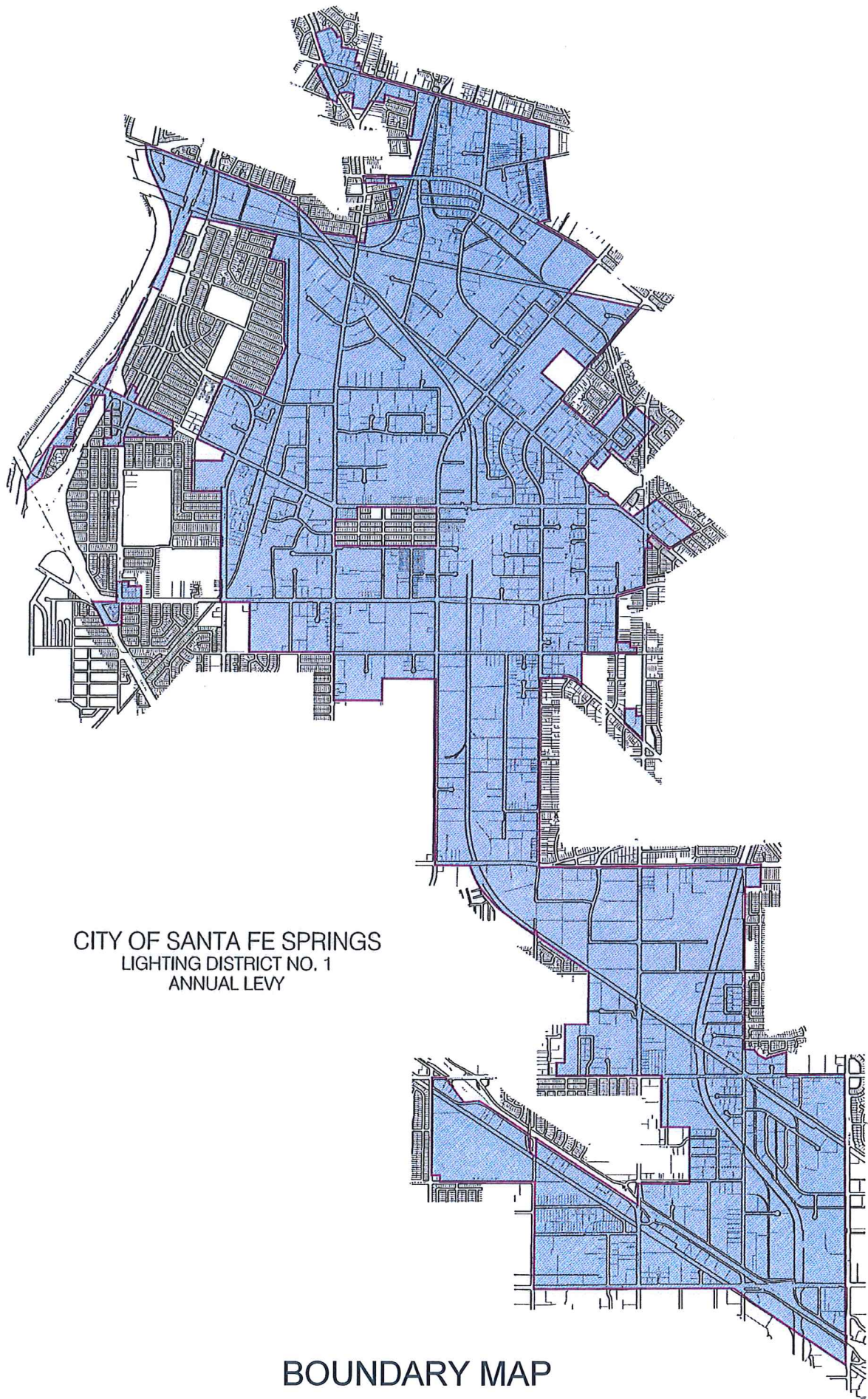
ABSTAIN:

CITY OF SANTA FE SPRINGS

By: _____
Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1
ANNUAL LEVY

BOUNDARY MAP



PUBLIC HEARING

Resolution No. 9871 – Approving the issuance of the California Municipal Finance Authority (the “CMFA”) qualified 501(c)(3) bonds in an aggregate principal amount not to exceed \$55,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Citrus Court Apartments and certain other matters relating thereto

RECOMMENDATION(S):

- Open the public hearing, receive the staff report and any comments from the public regarding the proposed issuance of qualified 501(c)(3) bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$55,000,000, (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 138-unit multi-family rental housing project, generally known as Citrus Court Apartments, located at 8121 Broadway Avenue, Whittier, California (the “Project”)
- Conduct the Public Hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), and as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”).
- Adopt Resolution No. 9871, approving the issuance of the Bonds by the CMFA for the benefit of Citrus Whittier LLC, with Affordable Housing Alliance II, Inc., dba Integrity Housing as the sole member (the “Borrower”) which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), to provide for the financing of the Project, such adoption is solely to satisfy the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).
- Authorize the Mayor and or designee to execute any and all documents deemed necessary or advisable to carry out, give effect to, and comply with the terms and intent of Resolution No. 9871 and the financing approved hereby.

BACKGROUND

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City of Santa Fe Springs, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$55,000,000 of qualified 501(c)(3) bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 138-unit multi-family rental housing project located at 8121 Broadway Avenue, Whittier, California. Upon purchase of the property, the Borrower will convert 75% of the market rate units to affordable units. Twenty percent (20%) of the units will be restricted to 50% Area Median Income and fifty-five percent (55%) of the units will be restricted to 80% Area Median Income.

For all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Santa Fe Springs must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Before such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

It is important to understand that the City is in no way associated with the debt issuance and is not obligated to make debt service payments on the bonds. In addition, holding a public hearing and adopting a resolution in no way makes the City a party to the debt issuance. Federal laws governing these types of hearings recognize that non-profit agencies typically do not have the facilities to conduct their own public hearing; therefore, the local jurisdictions are allowed to loan their facilities and process to hold public hearings for the benefit of the issuing agency.

TEFRA PUBLIC HEARING REQUIREMENTS

This matter was set for Public Hearing per the requirements of the TEFRA and Section 147(f) of the Internal Revenue Code of 1986, as amended, which is similar to the City's requirement, except for the following:

On December 28, 2028, the U.S. Department of the Treasury released final regulations (the "Final TEFRA Regulations") regarding the requirements for public hearings, and approval of qualified private activity bonds under Section 147(f) of the Internal Revenue Code. Under the Final TEFRA Regulations, a notice of public hearing is presumed reasonable if published no fewer than seven days in advance of the hearing.

The public hearing notice was published in a newspaper of general circulation (Whittier Daily News) on July 7, 2023. The notice also specified that members of the public may attend the meeting telephonically and electronically and provided the means of doing so.

FISCAL IMPACT

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, or moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents for the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Santa Fe Springs, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

SUMMARY

In light of the foregoing, and to support affordable housing, staff recommends that the City conduct the TEFRA Hearing and adopt the resolution in favor of the issuance of the Bonds by the CMFA.



Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9871
2. Public Hearing Notice

RESOLUTION NO. 9871

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$55,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF CITRUS COURT APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, IH Citrus Whittier LLC with Affordable Housing Alliance II, Inc., dba Integrity Housing as the sole member (the "Borrower") which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Code in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$55,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 8121 Broadway Avenue, Whittier, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Santa Fe Springs (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santa Fe Springs as follows:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section

147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The City has identified the provision of affordable housing to its middle-income residents as a burden that must be addressed, and is currently being addressed, by the City. The City recognizes that the Project will lessen that burden by providing and preserving housing that is affordable to both low-income and middle-income residents of the City.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 7. This resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED this 18th day of **July, 2023** by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Juanita Martin, Mayor

Janet Martinez, CMC, City Clerk

Whittier Daily News

Local. News. Matters.

whittierdailynews.com

181 W. Huntington Drive Suite#209
Monrovia, California 91016
(626) 544 0885
ealmeida@scng.com

City of Santa Fe Spring
11710 E Telegraph Road
Santa Fe Springs, California 90670

Account Number:

Ad Order Number:

0011612631

Customer's Reference/PO Number:

Publication:

Whittier Daily News

Publication Dates:

07/07/2023

Total Amount:

\$719.48

Payment Amount:

\$0.00

Amount Due:

\$719.48

Notice ID:

KpWgi2wAxp5oNT5dZzHZ

Invoice Text:

CITY OF SANTA FE SPRINGS NOTICE OF PUBLIC HEARING Issuance of Revenue Bonds by the California Municipal Finance Authority NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Fe Springs will hold an in person Public Hearing on Tuesday, July 18, 2023 at 6:00 p.m., or as soon thereafter as practicable, in the City Council Chambers located at City Hall, 11710 East Telegraph Road, Santa Fe Springs, CA, 90670, to consider the Issuance of Revenue Bonds by the California Statewide Communities Development Authority. Pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), a public hearing is required with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of qualified 501(c)(3) bonds, as defined in Section 145 of the Code, for a residential rental project in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, in an amount not to exceed \$55,000,000 in aggregate principal amount (the "Bonds"). The proceeds of the Bonds will be used by IH Citrus Whittier LLC with Affordable Housing Alliance II, Inc., dba Integrity Housing as the sole member (the "Borrower") to: (1) finance or refinance the acquisition, rehabilitation, improvement and equipping of Citrus Court Apartments, a multifamily rental housing project located at 8121 Broadway Avenue, Whittier, California (the "Project"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The Project is or will be owned and operated by the Borrower which is an organization described in Section 501(c)(3) of the Code. The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with

Whittier Daily News

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Whittier Daily News

181 W. Huntington Drive Suite#209

Monrovia, California 91016

(626) 544 0885

FILE NO. 0011612631

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles County

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation for the City of Whittier, by the Superior Court of the County of Los Angeles County, State of California, on the date of October 10, 1960, Case Number 369393. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/07/2023

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California

On this 7th day of July, 2023.



Signature

CITY OF SANTA FE SPRINGS NOTICE OF PUBLIC HEARING Issuance of Revenue Bonds by the California Municipal Finance Authority

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Fe Springs will hold an in person Public Hearing on **Tuesday, July 18, 2023 at 6:00 p.m.**, or as soon thereafter as practicable, in the City Council Chambers located at City Hall, 11710 East Telegraph Road, Santa Fe Springs, CA, 90670, to consider the Issuance of Revenue Bonds by the California Statewide Communities Development Authority.

Pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), a public hearing is required with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of qualified 501(c)(3) bonds, as defined in Section 145 of the Code, for a residential rental project in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, in an amount not to exceed \$55,000,000 in aggregate principal amount (the "Bonds"). The proceeds of the Bonds will be used by IH Citrus Whittier LLC with Affordable Housing Alliance II, Inc., dba Integrity Housing as the sole member (the "Borrower") to: (1) finance or refinance the acquisition, rehabilitation, improvement and equipping of Citrus Court Apartments, a multifamily rental housing project located at 8121 Broadway Avenue, Whittier, California (the "Project"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds.

The Project is or will be owned and operated by the Borrower which is an organization described in Section 501(c)(3) of the Code.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

You may also 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: Password:

521 620 472

659847

Telephonically:

Dial: 888-

475-4499

Meeting ID: 521

620 472

ALL INTERESTED PERSONS are invited to attend the Public Hearing before the City Council and express their opinion on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments. It should be noted that if you challenge the afore-mentioned item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the office of the City Council at, or prior to, the Public Hearing.

PUBLIC COMMENTS may be submitted in writing to the City Clerk at cityclerk@santafesprings.org. Please submit your written comments by 12:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511.

FURTHER INFORMATION on the above-described

project may be obtained at the City of Santa Fe Springs Planning Department, 11710 Telegraph Road, California or by contacting Wayne M. Morrell Director of Planning, at (562) 868-0511 or e-mail at: waynemorrell@santafesprings.org.

Whittier Daily News
Published: 7/7/23



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

July 18, 2023

PUBLIC HEARING

Resolution No. 9874 – Approval of Programs/Projects Proposed for Funding During FY 2023/2024 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

RECOMMENDATION

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9874; and
- Authorize Staff to transmit the planning documents to the County of Los Angeles Community Development Commission.

BACKGROUND

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 30 days. Accordingly, notices were posted from June 1, 2023 to July 3, 2023, at City Hall, the kiosk at Town Center Hall, the and City Library advising the public of this hearing.

For FY 2023-2024, the City has been granted a CDBG allocation in the amount of \$142,570. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

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

Based on staff review, it is recommended that the City's CDBG funding for FY 2023-24 be allocated pursuant to the funding breakdown outlined below. Approval of the allocation and proposed programs allows staff to comply with the Community Development Commission requirement to report a preliminary summary of the projected use of our annual CDBG allocation. These programs and budget allocations can be further modified or amended when City Council reviews the City's Fiscal Year 2023-24 budget.

Report Submitted By: Maribel Garcia, Municipal Affairs Manager

City Manager's Office

Date of Report: July 14, 2023

CDBG Allocation Projections
New Year Funds = \$142,570

- | | | |
|---|-----|-----------|
| • Public Service Authority – Teen Program | 20% | \$35,643 |
| • Home Improvement Program | 80% | \$106,927 |

Teen Program - The City is able to utilize \$35,643 or 20% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Home Improvement Program – This project would provide financial assistance in the form of a grant of up to a maximum of \$20,000, to families from low-to-moderate income households for the rehabilitation of owner-occupied, single family dwellings, including mobile homes, and or condominiums/townhomes. This project will also be utilizing \$104,000 from allocated FY 22/23 funds.

FISCAL IMPACT

Approval of Resolution 9874 would authorize the allocation of \$142,570 in CDBG funding towards the City's Teen Program and Home Improvement Programs.



Tom Hatch
Interim City Manager

Attachment:

1. Resolution No. 9874

RESOLUTION NO. 9874

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2023-2024**

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$142,570 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2023-2024; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

Section 1. The City Council finds that all the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2023-2024 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

APPROVED:
ITEM NO.:

Section 4. That the City of Santa Fe Springs submits the Fiscal Year 2023-2024 Community Block Grant Allocation for the following projects/purposes:

Home Improvement Project	\$106,927
Teen Program	<u>\$ 35,643</u>
Total	\$142,570

PASSED, APPROVED and ADOPTED this 18th day of July 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

July 18, 2023

PUBLIC HEARING

Confirmation of 2022/23 Weed Abatement Charges

RECOMMENDATION(S)

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;
- Confirm the charges listed in the Los Angeles County Agricultural Commissioner's 2022/23 Weed Abatement Assessment Roll and instruct the County Auditor to enter the amounts of these assessments against the respective parcels of land as they appear on the current assessment roll.

BACKGROUND

The City Council is being asked to confirm assessments against property for weed abatement charges. A copy of the Los Angeles County Agricultural Commissioner's 2022/2023 Weed Abatement Assessment Roll has been posted in City Hall since July 13, 2023.

The attached notice of charges was sent to all Santa Fe Springs property owners listed on the roll.

The Council should hear from anyone who wants to speak on this item. A representative of the County of Los Angeles Agricultural Commission will be in attendance to answer any questions you might have.

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

Tom Hatch
Interim City Manager

Attachment(s):

1. Los Angeles County Weed Abatement Letter
2. Charge List



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

June 12, 2023

The Honorable City Council
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

ATTENTION: CITY CLERK

Pursuant to State law (Government Code Section 39574), our Weed Abatement Program is required to keep an account of and submit to your City Council for confirmation a Report on the Cost of Weed Abatement. The actual confirmation takes place at a public hearing held during a City Council meeting. The purpose of the hearing is to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of the charges. We are proposing the following dates for this process.

July 6, 2023 **Delivery of the Report** - Consists of a list of properties upon which Weed Abatement charges will be assessed and the amounts.

July 12, 2023 **Posting Date** – The Report on Cost must be posted outside the Council chambers three (3) working days prior to the hearing (CA Gov. Code Section 39575).

July 18, 2023 **Confirmation of Charges Hearing Date**

If you find these dates to be agreeable with your council and calendar, please sign, date and email this letter back to me as soon as possible.

Any consideration in placing our item early on your agenda would be appreciated. If you have any questions, please contact our office.

Very truly yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management

Myrna Madrid
Staff Assistant III
Weed Hazard and Integrated Pest Management


CONFIRMATION - PLEASE SIGN

Janet Martinez

Print Name

6-12-23

Date

AZ:mm

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8002	019	042	05	623	48.09
8	8005	012	027	05	623	48.09
8	8005	012	047	05	623	48.09
8	8005	015	047	05	623	48.09
8	8005	015	048	05	623	48.09
8	8005	015	049	05	623	48.09
8	8005	015	050	05	623	48.09
8	8005	015	051	05	623	48.09
8	8009	001	095	05	623	48.09
8	8009	001	097	05	623	48.09
8	8009	001	098	05	623	48.09
8	8009	001	101	05	623	48.09
8	8009	004	078	05	623	48.09
8	8009	004	079	05	623	48.09
8	8009	004	116	05	623	48.09
8	8009	004	117	05	623	48.09
8	8009	004	118	05	623	48.09
8	8009	004	119	05	623	48.09
8	8009	004	127	05	623	48.09
8	8009	004	128	05	623	48.09
8	8009	022	071	05	623	48.09
8	8011	004	031	05	623	48.09
8	8011	004	058	05	623	48.09
8	8011	004	064	05	623	48.09
8	8011	005	013	05	623	48.09
8	8011	005	034	05	623	48.09
8	8011	007	026	05	623	48.09
8	8011	007	027	05	623	48.09
8	8011	007	028	05	623	48.09
8	8011	007	029	05	623	48.09
8	8011	007	038	05	623	48.09
8	8011	007	040	05	623	48.09
8	8011	007	041	05	623	48.09
8	8011	015	041	05	623	48.09
8	8011	017	015	05	623	48.09
8	8011	017	035	05	623	48.09
8	8011	017	036	05	623	48.09
8	8011	017	037	05	623	48.09
8	8011	017	064	05	623	48.09
8	8025	001	014	05	623	2524.89
8	8059	029	016	05	623	48.09
8	8069	006	044	05	623	48.09
8	8167	002	055	05	623	48.09
8	8168	007	026	05	623	48.09
8	8168	009	027	05	623	48.09
8	8168	009	030	05	623	936.69

CITY OF SANTA FE SPRINGS
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
8	8168	023	048	05	623	48.09
8	8178	004	065	05	623	48.09
TOTAL IMPROVED PARCELS =			0	TOTAL CHARGE		\$0.00
TOTAL UNIMPROVED PARCELS =			2	TOTAL CHARGE		\$3,461.58
TOTAL INSPECTION FEE ONLY PCLS =			46	TOTAL CHARGE		\$2,212.14
TOTAL PARCELS			48	TOTAL CHARGE		\$5,673.72



City of Santa Fe Springs

City Council Meeting

ITEM NO. 16

July 18, 2023

NEW BUSINESS

City Manager Employment Agreement with René Bobadilla

RECOMMENDATION

- Approve and authorize the Mayor to execute the Employment Agreement Between the City of Santa Fe Springs and René Bobadilla

BACKGROUND

Following the retirement of the City's former City Manager, the City conducted an extensive search process for its next City Manager. As part of this process, the City Council interviewed qualified candidates for the position, and on June 20, 2023, it was reported out of closed session that the City Council had unanimously selected René Bobadilla to serve as the City's next City Manager and directed that an employment agreement be brought before the City Council at its regular meeting of July 18, 2023.

Mr. Bobadilla has served over 28 years in local government, including almost 12 years of service to local communities as a City Manager. He most recently served as the City Manager of the City of Montebello from 2019 to earlier this year. Prior to that, Mr. Bobadilla served as the City Manager of the City of Pico Rivera from 2014 to 2018, the City of Huntington Park from 2012 to 2014, and the City of El Monte from 2009 to 2012. In addition, Mr. Bobadilla has served in various executive roles, including Director of Economic Development and Sustainability for the City of Commerce and Director of Public Works for the City of El Monte. Mr. Bobadilla is also a registered civil engineer.

The attached City Manager employment agreement provides for a five-year term beginning July 19, 2023 and an annual base salary of \$280,000.00. Benefits include retirement, health and retiree medical, and insurance for dental, vision, life, and long term disability. The agreement provides for a car allowance of \$500 per month and the issuance of a City cell phone. The agreement also provides for a six-month severance subject to the limitations of Government Code section 53260 in the event of termination without cause during the term of the agreement.

LEGAL REVIEW

The City's employment legal counsel drafted the Employment Agreement Between the City of Santa Fe Springs and René Bobadilla.

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

Tom Hatch
Interim City Manager

Attachment:

1. Employment Agreement Between the City of Santa Fe Springs and René Bobadilla

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS
AND
RENÉ BOBADILLA

This employment agreement (“AGREEMENT”) is made effective as of July 19, 2023 (“EFFECTIVE DATE”) and is entered into by and between the City of Santa Fe Springs (“CITY”), a municipal corporation of the State of California, and René Bobadilla (“EMPLOYEE”), an individual. Under this AGREEMENT, the CITY offers, and EMPLOYEE accepts, employment as City Manager of the CITY.

SECTION 1. TERM

EMPLOYEE’s term as City Manager for CITY is five (5) years from the EFFECTIVE DATE. Such employment shall be on the terms set forth hereinafter. Except as otherwise provided for in this AGREEMENT, EMPLOYEE’s employment with the CITY shall be on an at-will basis, and will continue through the term unless terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform, to the best of EMPLOYEE’s abilities, the duties and functions of the City Manager of the CITY, as prescribed by state law and in the CITY’s Municipal Code, and which are commonly assigned to a City Manager of a city in California. As the City Manager, EMPLOYEE shall serve as the CITY’s highest ranking executive officer and management employee.

EMPLOYEE shall perform, using his discretion and judgment, legally permissible duties and functions consistent with the office of the City Manager, and as the City Council requires from time to time. These duties may include, but are not limited to, the following:

(A) Administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies;

(B) Direct the work of all appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council;

(C) Recommend to the City Council the adoption of measures that the City Manager deems necessary for or expedient to the health, safety, or welfare of the community or for the improvement of administrative services;

(D) Evaluate administrative practices that may result in greater operational effectiveness or economy in CITY government, and develop and recommend to the City Council long-range plans to improve CITY operations and prepare for the CITY’s growth and development;

(E) Provide for management development and training, and develop leadership qualities as necessary to ensure the highest standards of managerial practices;

(F) Act in the CITY's best interests at all times and perform City Manager duties in a competent and professional manner; and

(G) Exercise the highest degree of integrity and ethical conduct both on- and off-duty, so as to ensure the reputation of the CITY and its efficient and effective operation; and

(H) Supervise and dictate CITY business needs and requests to all CITY Department Heads and other managerial employees of the CITY, using his judgment and discretion, and in his capacity as the highest ranking executive officer of the CITY.

SECTION 3. DEVOTION TO CITY BUSINESS

The City Manager position is considered a full-time position. Therefore, EMPLOYEE shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the City Manager duties, without written prior approval by the City Council.

SECTION 4. TERMINATION OF EMPLOYMENT

(A) It is understood and agreed that EMPLOYEE's employment with the CITY shall be on an at-will basis, and that this AGREEMENT may be terminated by the City Council at any time, with or without notice, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council.

(B) If the CITY elects to terminate this AGREEMENT such that the termination date would occur before the end of the five-year term, and the EMPLOYEE delivers to the CITY an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within thirty (30) days of his termination, the CITY shall pay EMPLOYEE a lump sum amount of six (6) months of EMPLOYEE's base SALARY in compliance with and subject to any limitation in Government Code Section 53260, unless EMPLOYEE engaged in any of the following conduct:

- (1) A breach of the terms of this AGREEMENT;
- (2) Conviction of, or plea of guilty or *nolo contendere* to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY;
- (3) Failure of the EMPLOYEE to observe or perform any of the City Manager duties and obligations if such failure continues for a period of not less than thirty (30) business days from the date of City Manager's receipt of notice from the City Council specifying the acts or omissions deemed to constitute that failure;
- (4) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

- (5) Failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;
- (6) Any grossly negligent action or inaction by EMPLOYEE that materially and adversely: (a) impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to CITY employees or public safety; or (c) violates the CITY's established rules or procedures; or
- (7) Conduct unbecoming the position of the City Manager or likely to bring discredit or disrepute to the CITY.

(C) If EMPLOYEE elects to resign or to terminate this AGREEMENT, then the EMPLOYEE may terminate this AGREEMENT at any time upon thirty (30) days' written notice to the Mayor of the CITY or the City Attorney. EMPLOYEE's resignation shall be deemed accepted upon delivery to the Mayor or the City Attorney. In the event that EMPLOYEE voluntarily terminates this AGREEMENT prior to the end date of the AGREEMENT, no severance pay shall be payable to EMPLOYEE. The parties may consider the option to enter into a release and settlement agreement in the event of EMPLOYEE'S resignation and upon mutual agreement.

(D) EMPLOYEE shall not be entitled to any compensation upon termination except as set forth in Sections 4 (B) and (E).

(E) Upon termination of this AGREEMENT, the CITY shall pay EMPLOYEE an amount equal to the value of the EMPLOYEE's earned, but unpaid salary and EMPLOYEE's accumulated, but unpaid and unused vacation and flexible leave, and any other accrued leave time to which EMPLOYEE is entitled, except for sick leave.

SECTION 5. COMPENSATION

(A) EMPLOYEE's annual base salary is two-hundred and eighty thousand dollars (\$280,000) ("SALARY"), which the CITY shall pay in equal bi-weekly payments. The annual SALARY shall be subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by state, federal or local law. EMPLOYEE waives the right to all CITY incentive pays, including but not limited to education pay, bilingual pay, etc.

(B) The City Council shall review EMPLOYEE's salary and performance in February of 2024, August of 2024, and thereafter on an annual basis. The City Council and EMPLOYEE may establish mutually-agreed upon objectives for the subsequent year at such reviews.

(C) The City Council may at its discretion, from time to time, increase EMPLOYEE's base salary. Such an increase shall not require an amendment to this AGREEMENT to be effective. Such an increase may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

(D) EMPLOYEE may, at his own cost and expense, enroll and participate in the CITY's deferred compensation plan. The CITY will match contributions by EMPLOYEE to the CITY's 401a deferred compensation plan at a ratio of 1:1 up to a maximum of 3% of base salary.

SECTION 6. BENEFITS

(A) RETIREMENT BENEFITS

EMPLOYEE shall be eligible for the following retirement benefits:

- (1) CITY shall provide EMPLOYEE the California Public Employees' Retirement System (CalPERS) retirement benefit formula known as 2% @ 55 with the average of the three (3) highest consecutive years of compensation. EMPLOYEE shall pay 7% pre-tax CalPERS member contribution.
- (2) 1959 Survivor's Benefit at funding Level 4 (Government Code Section 21574).
- (3) Credit for Unused Sick Leave (Government Code Section 20965).
- (4) Military Service Credit as Public Service (Government Code Section 21024).

Pursuant to Government Code section 53244, EMPLOYEE, if convicted of a felony for conduct arising out of the performance of his official duties, shall forfeit rights to retirement rights and benefits to which he would otherwise be entitled.

(B) HEALTH BENEFITS AND RETIREE MEDICAL

- (1) The CITY contracts with CalPERS for health benefits. EMPLOYEE and his dependents are eligible for this benefit. A dependent may remain on the plan until age 26. If a dependent is qualified as disabled, the dependent may remain on the plan past their 26th birthday pending the approval from CalPERS Health Benefits Division. Health Plans include Anthem Blue Cross, Blue Shield of CA, Kaiser Permanente, and UnitedHealthcare.
- (2) The CITY shall pay the premium for health benefits for the EMPLOYEE and dependents as provided to CITY Department Heads.
- (3) If EMPLOYEE can provide proof of health insurance with another carrier, EMPLOYEE can opt out of the CITY medical plan and receive a rebate as provided to CITY Department Heads (currently \$214.61 single party; \$429.22 two party; \$557.98 family).
- (4) Following retirement from the CITY, Employee shall be eligible for retiree medical benefits if vested in CalPERS. The CITY shall pay the insurance premium up to the applicable medical cap.

(C) DENTAL INSURANCE

EMPLOYEE is entitled to receive the same dental insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently contracts with Delta Dental Insurance. The CITY

pays the full premium for CITY Department Heads and eligible dependents in a HMO (Delta Care) Plan. Currently, if a CITY Department Head elects to receive Delta Dental PPO coverage, the CITY Department Head shall contribute fifty dollars (\$50.00) per month towards the monthly premium.

(D) VISION INSURANCE

EMPLOYEE is entitled to receive the same vision insurance benefits available to CITY Department Heads as they currently exist or as may be adjusted at any given time during the term of this AGREEMENT. The CITY currently has a vision reimbursement program. The CITY currently reimburses up to \$450 annually for eye examination and frames/lenses for CITY Department Heads and up to \$400 for eligible dependents. There is a \$20 deductible for eye examinations. Currently, the CITY also reimburses up to \$1,800 for laser eye surgery for CITY Department Heads and up to \$1,600 for eligible dependents.

(E) LIFE INSURANCE

The CITY shall provide EMPLOYEE with a two-hundred twenty-eight thousand dollar (\$228,000) group term life insurance policy. EMPLOYEE shall pay the premium costs associated with the purchase of any additional life insurance.

(F) LONG TERM DISABILITY INSURANCE

The CITY contracts with Standard Insurance for Long Term Disability benefits. The CITY does not pay into the State Disability system. This plan is used in lieu of State Disability. The premium is paid in full by the CITY. There is a 60-day elimination period for this insurance. If a claim is accepted, EMPLOYEE will be paid two-thirds of EMPLOYEE'S monthly salary up to 24 months.

(G) BUSINESS AND PROFESSIONAL EXPENSES

The CITY recognizes that EMPLOYEE may incur expenses of a non-personal, job-related nature that are reasonably necessary to the City Manager's service to the CITY. To the extent that such costs may be budgeted by the CITY, the CITY shall pay EMPLOYEE for professional membership dues and fees, and for attendance at professional conferences. The CITY shall reimburse EMPLOYEE upon presentation to the CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE'S duties or as otherwise budgeted for by the CITY, so long as the expenses are in accordance with the CITY's policies and state laws.

(H) CAR ALLOWANCE

The CITY shall pay EMPLOYEE a car allowance of five-hundred dollars (\$500) per month.

(I) CELL PHONE

The CITY shall provide EMPLOYEE with a CITY issued cell phone for CITY business use, and the CITY shall pay for the associated phone bills and expenses.

(J) TUITION REIMBURSEMENT

EMPLOYEE is allowed up to \$350 per fiscal year for tuition and books. The maximum reimbursement for full-time employees engaged in a degree program is \$4,000 per year.

SECTION 7. LEAVES

(A) FLEXIBLE LEAVE

EMPLOYEE is entitled to sixty (60) hours of flexible leave each fiscal year. EMPLOYEE may carry over twenty-four (24) hours from one fiscal year to the subsequent year, not to exceed a maximum accrual of eighty-four (84) flexible leave hours.

(B) HOLIDAYS

EMPLOYEE is entitled to the following CITY observed holidays:

- | | |
|---|---|
| • New Year's Day | January 1 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |
| • Cesar Chavez's Birthday | March 31 |
| • Memorial Day | Last Monday in May |
| • Juneteenth National Independence Day | June 19 |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | Fourth Thursday in November |
| • Day after Thanksgiving | Day following Fourth Thursday in November |
| • The day before Christmas | December 24 |
| • Christmas Day | December 25 |
| • Every day appointed by the President or Governor as a holiday | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(C) VACATION LEAVE

- (1) Accrual of, and eligibility to utilize, vacation leave shall commence upon EMPLOYEE's date of employment.
- (2) EMPLOYEE shall bank forty (40) hours of vacation leave upon EMPLOYEE's first date of employment.
- (3) Vacation leave shall accrue at the rate of fourteen (14) hours per month up to a maximum vacation leave bank of 240 hours. Once the vacation leave

bank reaches 240 hours, vacation accrual will temporarily stop. Vacation accrual will begin again once vacation time has been taken and the vacation leave bank falls below 240 hours.

- (4) Once per year, EMPLOYEE may elect to cash out up to eighty (80) hours of unused vacation leave.
- (5) In the event one or more municipal holidays fall within a vacation leave, the CITY shall not charge such holiday(s) against vacation leave.

(D) SICK LEAVE

- (1) EMPLOYEE is entitled to the use of sick leave with pay, which may be used upon commencement of employment. Sick leave shall accrue at the rate of eight (8) hours per full month of service.
- (2) Sick leave may be used for the following purposes:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for EMPLOYEE or any of the following of the EMPLOYEE's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; and
 - b. For EMPLOYEE, if EMPLOYEE is a victim of domestic violence, sexual assault, or stalking in order for EMPLOYEE to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.
- (3) One-half (1/2) of the EMPLOYEE's accrued and available annual sick leave is protected, and may be used for any of the purposes stated above.

(E) BEREAVEMENT LEAVE

- (1) EMPLOYEE shall be granted bereavement of up to five (5) working days whenever death occurs to a member of the EMPLOYEE's family. The CITY will pay up to three (3) days of bereavement leave.
- (2) For the purpose of bereavement leave, family shall be defined as in Section 7(D)(2).

(F) MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the CITY's Personnel System Rules and Regulations, Administrative Policy 30-14, and as defined in Section 395 *et seq.* of the Military and Veteran's Code of the State of California.

(G) JURY DUTY

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to EMPLOYEE when serves on a jury. In such cases, EMPLOYEE shall be paid his regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees EMPLOYEE may receive from court service shall be remitted to the CITY. Mileage reimbursement will be kept by EMPLOYEE.

SECTION 8. INDEMNIFICATION

The CITY shall defend, hold harmless, and indemnify EMPLOYEE using legal counsel of the CITY's choosing, against expense or legal liability for acts or omissions by EMPLOYEE occurring within the course and scope of the EMPLOYEE's employment under this AGREEMENT, determination of the issues, including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by the EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between the CITY and the EMPLOYEE such that independent counsel is required for the EMPLOYEE, the EMPLOYEE may engage his own legal counsel, in which event the CITY shall indemnify the EMPLOYEE, including direct payment of all such reasonable costs related thereto.

SECTION 9. ABUSE OF OFFICE OR POSITION

Notwithstanding anything to the contrary, pursuant to the requirements set forth in Government Code Section 53243, if EMPLOYEE is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (i) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse CITY such amounts paid; (ii) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse CITY such amounts paid; and (iii) if this AGREEMENT is terminated, any Severance Pay and Severance Benefits related to the termination that EMPLOYEE may receive from CITY shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE.

For purposes of this Section, abuse of office or position means either: (i) an abuse of public authority, including, but not limited to waste, fraud, and violation of the law under color of authority; or (ii) a crime against public justice, including, but not limited to the crimes described in Titles 5 through 7 of Part 1 of the California Penal Code.

SECTION 10. NOTICES

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of

actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Santa Fe Springs
Attention: Mayor
11710 Telegraph Road
Santa Fe Springs, CA 90670

CITY MANAGER: René Bobadilla
1049 Via Romales
San Dimas, CA 91773

SECTION 11. ENTIRE AGREEMENT AND AMENDMENTS

The CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supersedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of the CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 12. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 13. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.

SECTION 14. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 15. COUNTERPARTS

This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.

CITY:

By: _____
Juanita Martin, Mayor

EMPLOYEE:

By: _____
René Bobadilla

ATTEST:

By: _____
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By: _____
Ivy M. Tsai, City Attorney

EXHIBIT A
SEPARATION AND RELEASE AGREEMENT

1. **PARTIES**

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, by and between René Bobadilla (“BOBADILLA”) and the City of Santa Fe Springs (“CITY”), collectively the PARTIES.

2. **RECITALS**

2.1 BOBADILLA commenced employment with the CITY as City Manager on or about _____, 2023, pursuant to an employment agreement entered into between the PARTIES on or about _____, 2023.

2.3 This AGREEMENT is made to amicably resolve all matters between BOBADILLA and the CITY regarding BOBADILLA’s employment and the cessation of said employment.

2.4 The PARTIES understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and claims arising from or relating to BOBADILLA’s employment with the CITY, if any, and provide for a separation payment for BOBADILLA.

3. **CONSIDERATION**

3.1 In exchange for BOBADILLA’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of BOBADILLA’s claims, if any, the CITY shall pay BOBADILLA the sum of \$ [_____] (“SEVERANCE PAYMENT”) in the form of a check made payable to René Bobadilla, to be delivered within ten (10) days of the effective date of this AGREEMENT (“EFFECTIVE DATE”). Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraph 3.1 above, BOBADILLA understands and agrees that the employee’s portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of BOBADILLA.

3.3 BOBADILLA and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the PARTIES agree that no other monies or benefits are due, owing or unpaid by reason of BOBADILLA’s employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for BOBADILLA, in BOBADILLA’s name, or on BOBADILLA’s behalf. BOBADILLA expressly agrees that the SEVRANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or benefits under any employment agreement(s), business

agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. **SPECIFIC ACKNOWLEDGEMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. sections 626, *et seq.*, Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA, and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, BOBADILLA acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. BOBADILLA further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by BOBADILLA;
- (b) BOBADILLA is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) BOBADILLA is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) BOBADILLA has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) BOBADILLA has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) BOBADILLA has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, “I hereby revoke my acceptance of our ‘Separation and Release Agreement’”; and
- (i) This AGREEMENT shall not be effective until all PARTIES have signed the AGREEMENT and ten (10) days have passed since BOBADILLA’s execution of the AGREEMENT.

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, BOBADILLA hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which BOBADILLA now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. BOBADILLA expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the disputes, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against BOBADILLA arising out of BOBADILLA' employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 BOBADILLA on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly,

under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.2 BOBADILLA and the CITY acknowledge that the facts with respect to which each gives this general release may turn out to be different from the facts they now believe to be true. BOBADILLA and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. **WAIVER OF ADDITIONAL CLAIMS**

BOBADILLA and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. **REPRESENTATIONS AND WARRANTIES**

Each of the PARTIES represent, warrant, and agree as follows:

8.1 No Other Claims: BOBADILLA and the CITY hereby represent and warrant that neither BOBADILLA nor the CITY has filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of BOBADILLA's employment with the CITY, the disputes or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. BOBADILLA retains his right to request indemnification from the City pursuant to California Government Code Section 825 *et seq.* with respect to any action brought against BOBADILLA in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or

attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that it's understanding of the facts or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the PARTIES, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: BOBADILLA and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both PARTIES intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both PARTIES. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: BOBADILLA represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, BOBADILLA further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The PARTIES will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the PARTIES of any liability of any kind. The PARTIES each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the PARTIES.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the PARTIES hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all PARTIES.

9.9 Executed Copy: All PARTIES shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the PARTIES as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to BOBADILLA:

René Bobadilla

As to the CITY:

Attn: Director of Finance and Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

WHEREFORE, the PARTIES hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF SANTA FE SPRINGS

By: _____
_____, Mayor

DATED: _____

RENÉ BOBADILLA

By: _____
RENÉ BOBADILLA

APPROVED AS TO FORM:

By: _____
_____, City Attorney



NEW BUSINESS

Presentation by Consultant AECOM on the Objective Development Standards Project, which will be integrated into the Target Zoning Ordinance Updates Project

RECOMMENDATION

- Receive the project presentation from AECOM, provide feedback as desired, and thereafter file the report.

BACKGROUND

In March 2020, Southern California Association of Governments (SCAG) adopted its 6th cycle Regional Housing Needs Assessment (RHNA) allocation plan, which covers the planning period from October 2021 through October 2029. For the 6th cycle, SCAG received a need of 1,341,827 housing units, which was distributed to all 197 SCAG jurisdictions. Under said plan, Santa Fe Springs' allocation is 952 units distributed within various income categories (252 units of very-low income, 159 units of low income, 152 units of moderate income and 388 units of above-moderate income).

The need and the mandate to produce more housing has prompted cities, including Santa Fe Springs, to review residential development standards to make them simpler to understand and easier to implement, resulting in faster permitting timelines and potentially accelerating housing production. Cities are updating and adding to existing regulations to create development standards that can be "objectively" reviewed by staff.

Objective Development Standards (ODS) Bundle Project

The City of Santa Fe Springs is part of an Objective Development Standards (ODS) bundle project, which is being funded by the Southern California Association of Governments (SCAG) through the Regional Early Action Planning (REAP) grant program. Other cities selected for the ODS bundle project are: Montebello, Santa Monica, and South Pasadena.

The primary goal of the ODS bundle is to document, assess, and modernize the standards and processes related to the development of multi-unit and mixed-use projects. By doing so, the project aims to enhance the understanding of objective development standards and expedite housing production. This initiative aligns with the City's current efforts to update its Zoning Ordinance to ensure internal consistency with the newly adopted 2040 General Plan, and the results of the ODS bundle project will be integrated into the implementation of Santa Fe Springs' recently adopted General Plan, and specifically the current efforts to update its Zoning Ordinance.

Project Deliverables

As part of the ODS bundle project, AECOM will provide the City with the following tools to assist the City's transition to Objective Development Standards:

1. An existing local policies and regulations review report;
2. A current project review report;
3. An updated multi-family development permit application;
4. An updated process flowchart;
5. A toolkit factsheet;
6. An online interactive fee estimator tool; and
7. Objective Development Standards toolkit for 4 multi-unit/mixed use zones.

About Objective Standards

Development standards set the rules for development, including the height of buildings, the number of units allowed per parcel, the distance between buildings and adjacent properties, the amount of open space needed on a site, parking specifications, architectural design criteria, and more. These standards play a crucial role in shaping urban development and are subject to periodic evaluation and revision.

Given the pressing need for additional housing, many cities are undertaking a comprehensive review of their residential development standards. The aim is to streamline the regulations to make them simpler to understand and easier to implement, which ultimately leads to quicker permitting processes. Cities are updating and adding to existing regulations to create development standards that can be "objectively" reviewed by staff, including:

- Creating easy-to-understand development and design regulations through measurable requirements, simple tables, and diagrams; and
- Requiring no personal or subjective judgment to determine if the standards have been met, allowing for a straightforward administrative process that reduces timelines, adds certainty, and achieves reasonable design goals.

Project Engagement Milestones

The Objective Development Standards Bundle Project officially began in March 2022. Shortly after the project's commencement, City staff, in collaboration with the SCAG consultant (AECOM), initiated a public engagement process. This process was aimed to effectively communicate the project's details to community members and stakeholders. As part of the outreach efforts, three events were organized to facilitate interaction and gather feedback from the public, including active participation from the City Council and Planning Commission.

Joint Study Session – City Council and Planning Commission

A joint study session was held on July 19, 2022, to inform both the City Council and the Planning Commission about the project and relevant State laws to collaborate on locally appropriate solutions to increase capacity potential and accelerate housing projects.

Public Workshops

Two community workshops were provided to educate and build an understanding of objective standards and provide the public with an opportunity to give feedback on draft materials. The first workshop was held on July 20, 2022 to gather initial comments from community members and stakeholders. A second workshop was recently provided on May 11, 2023, after draft standards for the 4 multi-unit/mixed use zones were completed.

Presentation before the Planning Commission - June 25, 2023

At a special meeting on June 25, 2023, AECOM provided the Planning Commission with a presentation on the Objective Development Standards project. The presentation highlighted the various deliverables, including the ODS standards, which will be integrated with the Target Zoning Ordinance Updates (TZOU) project.

STAFF RECOMMENDATION

The final presentation provided by AECOM will mirror the presentation that was recently provided to the Planning Commission. It will detail the completed Objective Development Standards project deliverables and ODS standards, based on feedback gathered throughout the project. As previously mentioned, the results of the ODS bundle project will be integrated into the implementation of Santa Fe Springs' recently adopted General Plan, and specifically the current efforts to update the City's Zoning Ordinance to ensure internal consistency with the newly adopted 2040 General Plan.

Staff, therefore, recommends that the City Council receive the final project presentation from AECOM, provide feedback as desired, and thereafter file the report.



Tom Hatch
Interim City Manager

Attachment

1. Objective Development Standards (ODS) Toolkit

Objective Development Standards Toolkit

Prepared for the City of Santa Fe Springs
June 2023



Contents

I. Introduction	2
Background	2
Informing the Toolkit	3
How to Use the Toolkit	5
II. Mixed Use	6
Form & Scale	6
Frontages	13
Open Space	17
Parking	19
III. Mixed-Use TOD	20
Form & Scale	20
Frontages	28
Open Space	32
Parking	35
IV. Multi Family Residential (R3) Standards	36
Form & Scale	36
Frontages	40
Open Space	43
Parking	44
V. Multi-Family Residential (R4) Standards	45
Form & Scale	45
Frontages	49
Open Space	52
Parking	54

I. Introduction

Background

California must plan for more than 2.5 million units of housing in the next eight-year planning cycle (2021-2029), including 952 homes in Santa Fe Springs. Because of this, the State has passed a series of laws to combat the ongoing housing crisis and better meet the housing needs of Californians, including Senate Bill 35 (Streamlining Approvals), Senate Bill 167 (Removing Barriers), Senate Bill 330 (Expediting Residential Development), among others. These new laws have prompted every city across California to review residential development and design standards in an effort to support faster permitting timelines while still achieving reasonable design goals. Cities must ensure they are complying with all aspects of State law and not hindering the development of housing.

Each municipality has development standards for new buildings that are housed in the Zoning Ordinance of the Municipal Code. These often include building height, density, setbacks, open space, and parking requirements. Cities often develop these standards with design guidelines and discretionary review processes to further guide architectural character and urban design; however, these add uncertainty and delays to housing project approvals, leading to fewer and more expensive housing projects. State law now requires that housing projects be reviewed against objective standards, and specifies that subjective standards and guidelines cannot be used to deny or decrease the density of new housing projects. To be considered objective, standards must be uniformly measurable/verifiable, knowable to all parties prior to application submittal, and require no subjective judgment in order to make a determination.

Project Grant Funding

The Southern California Association of Governments (SCAG) Regional Council approved the 2020 Sustainable Communities Program (SCP) Housing and Sustainable Development (HSD) Call for Applications in November 2020. The goal of the SCP is to implement the policies and programs of Connect SoCal, the 2020 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). With the 2019-2020 Budget Act, \$250 million went to prioritize planning initiatives that would increase housing production in communities throughout the state. The California Department of Housing and Community Development (HCD) received \$125 million of this funding to establish the Regional Early Action Planning (REAP) grant program. REAP provides one-time grants to regional entities for planning activities that facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA), and this includes efforts to accelerate housing production – such as the development of objective standards.

SCAG awarded a REAP grant to the City of Santa Fe Springs (“City”) to document, assess, and modernize its multi-unit and mixed-use objective standards and permitting. This project, which also serves the cities of Montebello, Santa Monica, and South Pasadena, will help support a greater understanding of the role of objective standards in increasing housing production in Los Angeles County and throughout California. SCAG commissioned AECOM, a design and planning consulting firm, to create a “toolkit” of objective development standards that will assist the four cities in more quickly adopting new standards into their respective zoning codes.

Objective Development Standard Toolkits

As part of Task 2.6, two common sets of standards were developed to be shared across each of the four cities served by the project – one for Mixed-Use projects and another for Multi-Family (Medium-Density) Residential projects. The standards that directly impact building massing have been tested on prototypical sites to demonstrate that the standards do not interfere with intended development density. For the most part, standards are designed to scale to different density and height limits, so the same or similar standards

can be used across zoning districts regardless of development intensity. This is an effort to simplify the code and ease the understanding and implementation of the standards.

This Custom Zone Toolkit was developed specifically for Santa Fe Springs. The common standards were used as a basis for the Custom Zone Toolkit, which includes more tailored standards for the City's new Mixed-Use TOD and existing R4 zoning districts. This document is intended to be reviewed by City staff, the public, and decision-making bodies for discussion and feedback. As a next step beyond the scope of this project, the City may adopt the new standards into the Zoning Code as appropriate; standards for Mixed-Use may apply to all mixed-use zones, for example.

As this is a toolkit of recommendations, standards selected by the City to propose for inclusion in the Zoning Code may need further refinement based on the City's unique requirements and approaches, including different measurement definitions and contextual considerations.

The standards are designed to:

- Translate existing applicable Zoning Code regulations and design guidelines into clear, objective standards in compliance with Senate Bill 35;
- Allow the maximum density permitted by zoning consistent with Senate Bill 330;
- Focus on zones that apply to the highest volume potential development type, locations of greatest concern, or standards that are most challenging locally; and
- Inform building form and site planning while adapting to market trends and shifting demand.

The toolkit is designed to:

- Be the basis for the development of standards for multi-unit/mixed use projects that support the level of design the City expects, confirming compliance through an administrative process;
- Make it easier for applicants, staff, and the public to understand the regulations;
- Create greater certainty in the review process and streamline project approvals;
- Encourage housing production so the City can meet its Regional Housing Needs Allocation (RHNA) goals; and
- Comply with state law that requires qualifying housing projects to be reviewed against objective standards¹.

Informing the Toolkit

The project included a high-level technical analysis of existing policy documents, development standards and regulations, design guidelines, permit procedures, recently approved projects and submitted applications currently under review to understand how the City currently processes applications and how long the process typically takes, as well as how standards are being interpreted and applied during the permitting and entitlement process. This analysis included a review of the General Plan Land Use and Housing elements and associated policies, the City's Zoning Code, and a handful of representative housing

¹ Senate Bill 9 also requires use of objective standards for related project reviews in single-family zones; separate from this SCAG project focused on multi-unit/mixed-use zones.

development projects. It resulted in initial findings and recommendations to inform the standards developed for the toolkit and other related actions for City consideration.

Public Engagement

Additionally, the City undertook an engagement process to provide information to community members about the objective development standards and streamlined permitting project, and gather input to inform the creation of the recommended standards in the toolkit. The following outreach events were held to engage the public, stakeholders, and decision-makers in ways that result in meaningful participation.

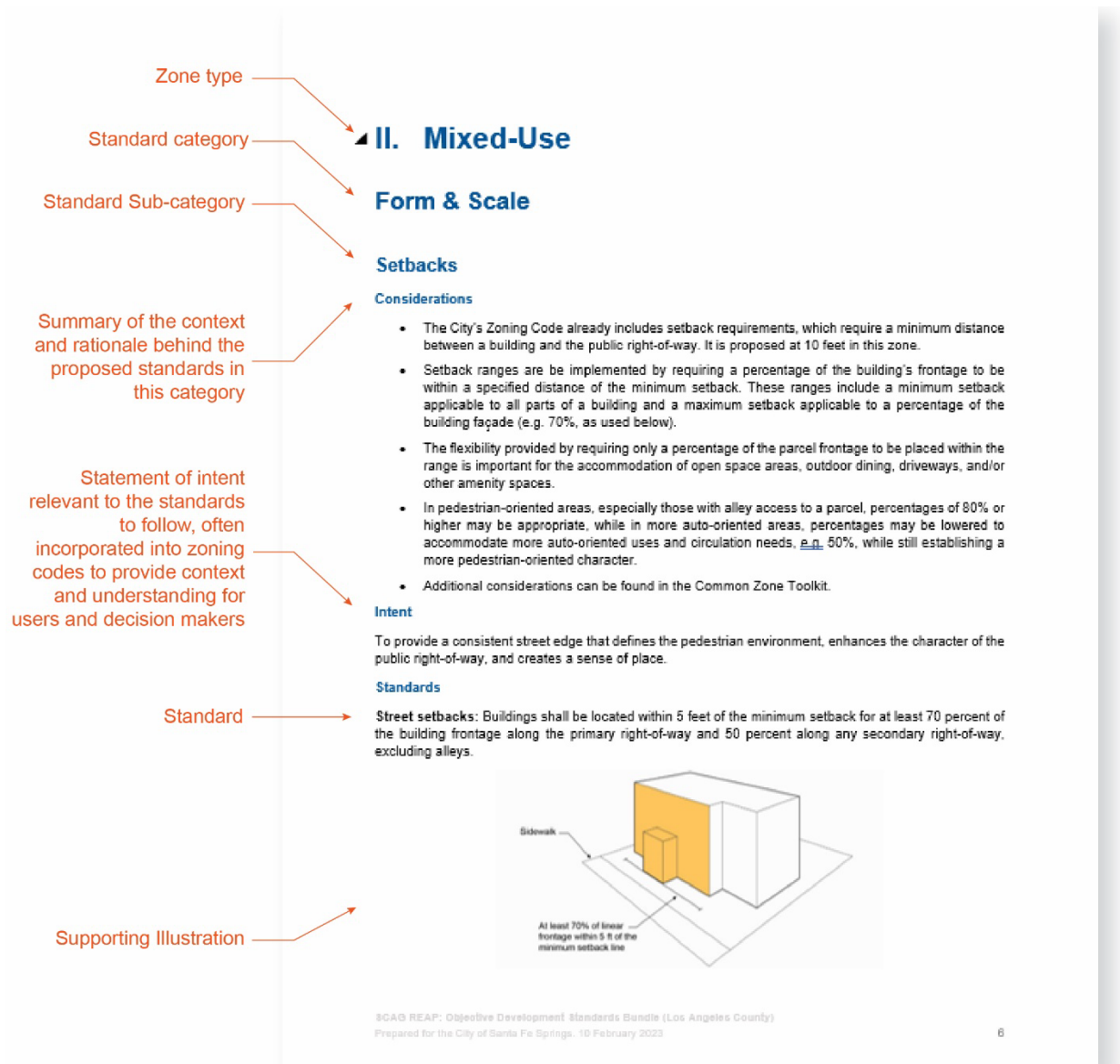
- **City Council/Planning Commission Study Session:** This event was held on July 19, 2022, to inform the City's decision-makers in a joint session about the project and relevant State laws to collaborate on locally appropriate solutions to increase capacity potential and accelerate housing production.
- **Public Workshops:** Two community workshops focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The first workshop was held at City Hall on July 20, 2022. The second workshop **was held on May 11, 2023**. Both workshops were hybrid meetings with opportunities for in person and virtual participation. The first workshop was coordinated with the City's Targeted Zoning Ordinance Update project.
- **Final Project Presentation:** The final presentations to the Planning Commission and City Council will be held in the summer, providing background, analysis, and a summary of the proposed objective standards and other project deliverables.

How to Use the Toolkit

For each zoning district, standards in the toolkit are organized into four categories:

- Form, related to the overall building massing and scale;
- Frontage, related to how the building meets the street and façade design;
- Open Space, related to the provision of private and common outdoor/recreational space;
- Parking, related to the provision of auto and bike parking.

The guide below explains how the sections and sub-sections in this document are intended to be used:



II. Mixed Use

Form & Scale

Setbacks

Considerations

- The City's Zoning Code already includes setback requirements, which require a minimum distance between a building and the public right-of-way. It is proposed at 10 feet in this zone.
- Setback ranges use a slightly different approach, and are implemented by requiring a percentage of the building's frontage to be within a specified distance of the minimum setback. These ranges include a minimum setback applicable to all parts of a building and a maximum setback applicable to a percentage of the building façade (e.g. 70%, as used below).
- The flexibility provided by requiring only a percentage of the parcel frontage to be placed within the range is important for the accommodation of open space areas, outdoor dining, driveways, and/or other amenity spaces.
- In pedestrian-oriented areas, especially those with alley access to a parcel, percentages of 80% or higher may be appropriate, while in more auto-oriented areas, percentages may be lowered to accommodate more auto-oriented uses and circulation needs, e.g. 50%, while still establishing a more pedestrian-oriented character.
- Mixed Use and Multi Family buildings generally have two frontage or access variations:
 1. A shared building entrance, with units accessed via the circulation spaces internal to the building or site, from a common space like a lobby or corridor.
 2. Multiple individual residential unit entrances that provide access to units directly from the sidewalk or property line.

In a Multi-Family scenario, individual residential unit entrances are common in small to medium scale development, such as townhomes or three-story buildings. Larger developments might provide a combination of the two options, where ground floor units have access from the sidewalk and upper floor units have access through internal circulation. In a Mixed Use scenario, each store has an entrance and units above would typically be accessed via shared internal circulation.

Each frontage type has different opportunities for landscaping. The standard included below includes requirements to encourage as much landscaping as possible, taking into account feasibility based on entrance needs.

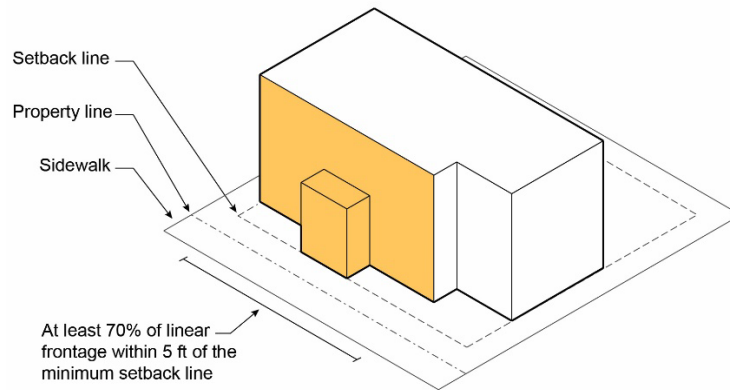
- Additional considerations related to setbacks are discussed in the Common Zone Toolkit.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Street setbacks: Buildings shall be located within 5 feet of the minimum setback for at least 70 percent of the building frontage along the primary right-of-way and 50 percent along any secondary right-of-way, excluding alleys.



Landscaping. A minimum percentage of the setback area, where a setback is required, shall be landscaped with trees, shrubs, and/or groundcover, either in the form of in-ground landscaping or planters, as follows:

Frontages with shared entrances to internal circulation	50%
Frontages with individual residential unit entrances	30%
With a stoop taller than 30 inches	10%
Frontages with commercial tenant entrances	30%
With outdoor dining	10%

Interior setbacks: Buildings shall be set back a minimum of 15 feet from adjacent Residential zoning districts.

Streetwall

Considerations

- Streetwall standards, in conjunction with setbacks, can help create pedestrian-oriented development by mandating a certain level of massing at the street. It can also be used to move massing away from adjacent properties.
- Streetwall standards are often used to reinforce an existing, historic built form, but can also be used to create a new pedestrian-oriented district or corridor with a more traditional urban character.

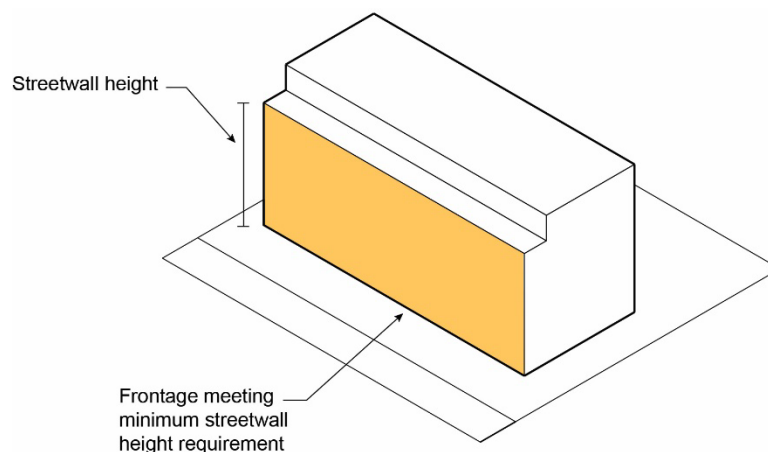
Intent

To encourage urban form that “frames” the street and creates a sense of enclosure for pedestrians.

Standards

Streetwall: Street-facing facades shall meet or exceed 25 feet (or 2 stories in height) for at least 75 percent of building frontage along public rights-of-way, unless the overall building height is lower than 2 stories.

Streetwall is defined as any street-facing façade, excluding appurtenances, within 5 feet of the minimum setback and is not required to be continuous.



Stepbacks

Considerations

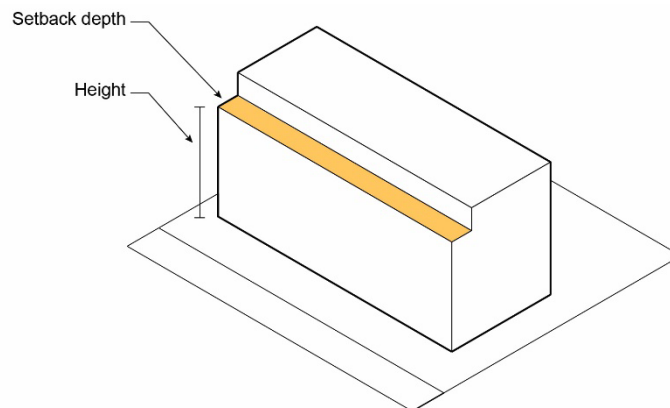
- The proposed height for this zone is 60 feet and 4 stories. As written, this standard is meant for Density Bonus projects that seek additional height in exchange for affordable housing.
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks (also known as daylight/encroachment planes) are used to step down building massing to less intensive uses (e.g. where mixed-use meets single-family residential).

Intent

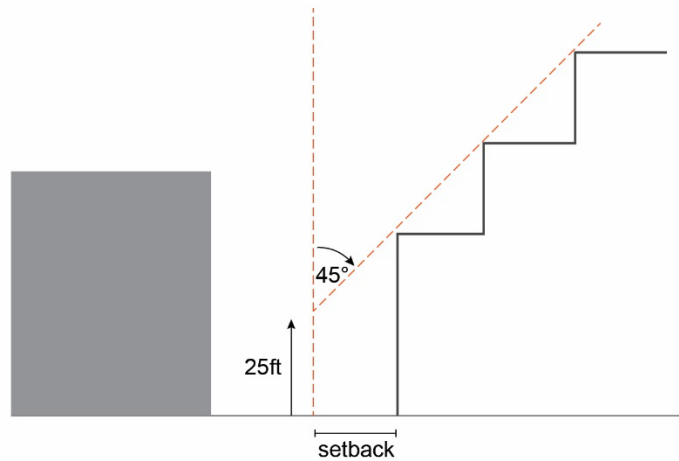
To encourage building heights and massing that are responsive to the surrounding context, including opportunities to reinforce the built character along streets as well as the need to transition to lower-density surroundings in the rear.

Standards

Street stepbacks: Street-facing facades greater than 4 stories shall be stepped back a minimum of ten feet from the minimum setback line. Uses allowed within the setback depth include balconies, terraces, shade structures, and similar open space features.



Interior/rear stepbacks: Adjacent to Residential zoning districts, buildings shall not be located within a plane sloping upward and inward at a 45-degree angle measured from the vertical, starting 25 feet above the existing grade along the property line. Uses allowed within the stepback include balconies, terraces, shade structures, and similar open space features.



Rooflines

Considerations

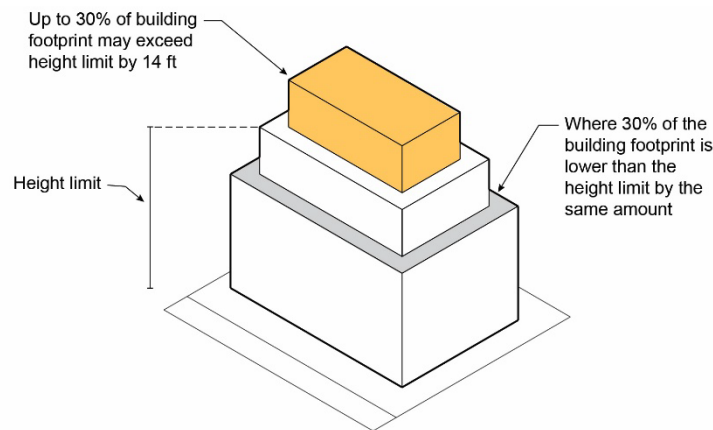
- Standards encouraging varied roof lines can help prevent monolithic buildings and add visual interest in new development.
- One approach can be to allow buildings to exceed height limits, but only for a percentage of the building footprint, so that the additional floor contributes to variations in the roof line and/or façade plane.
- If the additional height bonus (described above) is not desired, “height averaging” may be used, which allows the additional height only if other portions of the building are shorter in equal measure, so that the average height of building is at or even below the height limit. This could result in greater variation in building form and rooflines, but makes it somewhat less likely that a developer would choose this option.

Intent

To allow space for variation and incentivize differing building heights within the same project, contributing to a more distinctive and visually compelling skyline.

Standards

Roofline variation: Buildings may exceed the height limit by up to 14 feet for a maximum of 30 percent of a building's footprint. This allowance is not applicable within interior/rear setbacks or stepbacks and may not be used in conjunction with a concession for building height through density bonus.



Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- When modulation, length, and corner treatment standards are used together, it is important to understand how they relate to each other in specific areas with unique parcel sizes and development typologies so that unintended consequences are avoided.
- Dimension requirements may be modified to better fit the individual style or objectives of the city.

Intent

To prevent building façades that are monolithic in appearance and avoid flat or featureless design.

Standards

Façade modulation: Façades shall be modulated with at least three of the following elements:

- a) Balconies recessed at least 2 feet in depth;
- b) Vertical pilasters 3 inches in depth reflecting building structure or architectural style;
- c) Horizontal bands, trims, or reveals 3 inches in depth along multiple levels;
- d) A change in material or texture (excluding windows, doors and railings).

Façade length: Street-facing façades of 150 feet or longer shall include a minimum break of 10 percent of the façade length or 20 feet in width, at least 10 feet deep and open to the sky.

Corner treatments: Corner-facing facades of 75 feet or longer shall incorporate at least two of the following elements within 50 feet of the building corner along the primary frontage:

- a) A building entrance;
- b) A change in height of at least 4 feet for an area 10 feet by 10 feet minimum;
- c) A change in façade plane on upper stories of at least 2 feet in depth;
- d) A change of façade material or texture (excluding windows, doors and railings);
- e) A public open space or outdoor dining.

Frontages

Ground Floor

Considerations

- Standards in this section are designed for both non-residential (including commercial) space or residential common spaces along the ground floor, such as lobbies, lounges, or fitness centers. If individual residential unit entrances are allowed on the ground floor, see the Multi-Family Standards in Section III of this document.
- Ground floor heights less than 11-12 feet (measured floor to finished ceiling) can be harder to lease to retail tenants. Also, taller ground floor heights contribute to a “base-middle-top” architectural approach that is typically desirable.
- On corridors where both Mixed-Use and Multi-Family buildings are permitted, consider requiring residential ground floors to have the same minimum height as commercial ground floors, to create a more consistent character and improve internal amenity.
- Transparency requirements should be higher in pedestrian-oriented retail areas (70-80%) and may be lower (around 50%) in more auto-oriented areas where transparency may not be as feasible for many uses.
- Some cities have begun to require shade structures (e.g. awnings) along certain corridors to protect pedestrians from direct sun and heat, particularly in places where street trees are not providing sufficient shade. An example of a shading requirement is provided.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, provides visual interest, and enables flexible uses over time.

Standards

Floor height: Ground floor commercial, non-residential, and residential common spaces shall have a minimum height of 12 feet, measured floor-to-finished ceiling. Ground floor residential units shall have a minimum height of 8 feet, measured floor-to-finished ceiling.

Elevation : Non residential and residential common spaces on the ground floor shall be located within 2 feet above or below sidewalk elevation. Primary entrances shall be located at sidewalk elevation.

Elevation : Residential units on the ground floor shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Entrances. Street-facing façades shall provide a minimum of one entrance per 100 feet of frontage. These entrances shall open directly onto the sidewalk or another public open space, and be distinguished by at least one of the following:

- a) Awning/canopy;
- b) Porch/portico;
- c) Trellis; or

- d) Architectural element that creates well-defined entrance.

Recessed entrances. Primary building entrances shall be set back at least 30 inches from the façade. Secondary building entrances shall be setback at least 30 inches from the public right-of-way.

Transparency: Street-facing façades shall incorporate glazing for a certain percentage of the building frontage between 2 and 10 feet in height from sidewalk elevation. Windows shall provide views into display, lobby, sales, work, or similar active areas.

For non-residential and residential common space uses, at least 60 percent of the frontage shall be transparent.

For ground floor residential units, at least 15 percent of the frontage shall be transparent.

Blank walls: Windowless expanses of walls on the ground floor shall not exceed 20 feet in length. Blank walls over 10 feet in length shall be enhanced by one of the following:

- a) Pattern, motif, etching, or similar decoration;
- b) Landscaping that covers at least 50 percent of the wall area;
- c) Trellis or similar projection;
- d) Public art approved by review authority.

Primary and Secondary Frontages: Ground floor (“podium”) parking for all projects on parcels with primary or secondary frontages of:

- a) 100 feet or greater: shall be buffered by permitted non-parking uses with a minimum depth of 15 feet, except for vehicle/pedestrian access areas.
- b) less than 100 feet: all ground floor parking adjacent to a primary or secondary frontage and not buffered by non-parking uses shall be screened with a landscape buffer at least 5 feet in depth. Plant materials shall be spaced to provide consistent screening for length of parking façade and reach a height of 75% of the height of the parking façade, within two years of planting.

Shading: Shade structures shall allow a minimum vertical clearance of eight feet above sidewalk elevation. Shade structures shall not conflict with existing street trees.

Security devices: Any security devices (i.e. roll-up doors) shall be designed to be fully concealed and hidden from view during business hours.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important and helps provide eyes on the street, though there can be reasons to limit the amount required, such as privacy. Solar heat gain in the summer is another, though that can be partially mitigated by shading devices.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a 5-foot minimum dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Composition: Street-facing façades shall include at least three of the following:

- a) Pattern of modulation or fenestration;
- b) Datum lines along the length of the building (e.g. cornice) at least 4 inches in depth;
- c) Repeated projections (e.g. architectural detail, shading) at least 4 inches in depth;
- d) Balconies over 20 percent of the elevation;
- e) Screening (e.g. lattices, louvers).

Transparency: Street-facing façades shall incorporate glazing for at least 30 percent of the façade, including ground floor transparency.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.6 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Vinyl windows are prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall not be located within 6 feet of any interior property line

Balcony projections: Balconies shall project a maximum of 4 feet from the building façade.

Roof decks: Roof decks located within 25 feet of a Residential zoning district shall be set back a minimum of 5 feet from the building edge.

The sum of all roof decks on a single building shall not exceed 60 percent of the roof area to allow for mechanical equipment including solar panels.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90% of all lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Mechanical equipment, excluding solar panels, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum open space area recommendations are based on the size and type of project. In the example standards below, private open space is specific to a unit, while common open space is shared by multiple residents, but generally not open to the public.
- While many California cities require open space through a per unit requirement (e.g. 200 sf/unit) some cities have moved to a requirement based on a building's gross floor area (GFA) to more closely correlate the amount of open space to the size of the building and the expected number of residents. With per unit requirements, a studio and a 3-bedroom unit would be required to provide the same amount of open space, despite likely differences in the number of people living in the unit.
- Open space requirements directly influence the massing and design of a building: in general, greater private and/or common open space requirements tend to lead to more balconies, upper floor terraces, ground floor courtyards, amenity spaces over parking podiums, and other types of open space that influence a building's character, scale, and form.
- Cities may opt to emphasize common space over private, or vice versa. Though we recommend combining the two into one residential open space requirement to allow for more design flexibility, cities may still prioritize one over the other by including standards for a minimum or maximum percentage which may be counted towards either, depending on the focus of the city. Private open space typically means more balconies, while common can lead to more courtyards or roof decks.
- Some cities now require open space for large non-residential/commercial buildings – and, while unlikely in a housing-focused project, a standard based on GFA is included below.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Minimum Area

Minimum Open Space shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as a combination of Common and Private Open Space.
- **Non-residential Open Space:** Projects with over 40,000 square feet of non-residential GFA shall provide a minimum of 5 percent of the non-residential GFA as Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Private Open Space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: All Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Common Open Space.

Dimensions: Common Open Space shall have a minimum area of 500 square feet and a minimum dimension of 15 feet in each direction.

Distribution: A minimum of 70 percent of Common Open Space shall be outdoors, and a minimum of 80 percent of outdoor Common Open Space shall be open to the sky.

A maximum of 30 percent of Common Open Space shall be indoors (i.e. lounges, fitness centers, and similar). Indoor Common Open Space shall not include spaces primarily used for circulation.

Landscaping: A minimum of 25 percent of Common Open Space shall be planted area.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of outdoor Common Open Space, whichever is greater, shall be planted within the Common Open Space, excluding rooftop decks.

Hardscape: A maximum of 25 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 5 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

Parking

Considerations

- According to recent California State law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that many new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, driveways should be avoided on primary corridors and instead development should provide vehicular access from side streets or from alleys if present.

Intent

To reduce the visual impacts of parking and reduce the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

A minimum of one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree (a 24-inch box tree) for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking shall be set back a minimum of 15 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the primary street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

Bicycle Parking: Bicycle parking shall be provided consistent with the standards referenced within CalGreen Code section 5.106.4.1. In addition, the following standards shall apply:

Horizontal storage: Each horizontal bicycle space shall be designed to maintain a minimum of two feet in width and six feet in length, with a minimum of seven feet of vertical clearance.

Vertical storage: Each vertical or wall-mounted bicycle space shall be designed to maintain a minimum of three feet six inches in length, with three feet between racks and a minimum of seven feet of vertical clearance.

Aisles: Access to bicycle parking spaces shall be at least five feet in width. Bicycle spaces shall be separated from auto parking spaces or drive aisles by a fence, wall, curb, or at least five feet of open area.

III. Mixed-Use TOD

Form & Scale

Setbacks

Considerations

- The City's Zoning Code already includes setback requirements, which require a minimum distance between a building and the public right-of-way. It is proposed at 10 feet in this zone.
- Setback ranges use a slightly different approach, and are implemented by requiring a percentage of the building's frontage to be within a specified distance of the minimum setback. These ranges include a minimum setback applicable to all parts of a building and a maximum setback applicable to a percentage of the building façade (e.g. 70%, as used below).
- The flexibility provided by requiring only a percentage of the parcel frontage to be placed within the range is important for the accommodation of open space areas, outdoor dining, driveways, and/or other amenity spaces.
- In pedestrian-oriented areas, especially those with alley access to a parcel, percentages of 80% or higher may be appropriate, while in more auto-oriented areas, percentages may be lowered to

accommodate more auto-oriented uses and circulation needs, e.g. 50%, while still establishing a more pedestrian-oriented character.

- Mixed Use and Multi Family buildings generally have two frontage or access variations:
 1. A shared building entrance, with units accessed via the circulation spaces internal to the building or site, from a common space like a lobby or corridor
 2. Multiple individual residential unit entrances that provide access to units directly from the sidewalk or property line

In a Multi-Family scenario, individual residential unit entrances are common in small to medium scale development, such as townhomes or three-story buildings. Larger developments might provide a combination of the two options, where ground floor units have access from the sidewalk and upper floor units have access through internal circulation. In a Mixed Use scenario, each store has an entrance and units above would typically be accessed via shared internal circulation.

Each frontage type has different opportunities for landscaping. The standard included below includes requirements to encourage as much landscaping as possible, taking into account feasibility based on entrance needs.

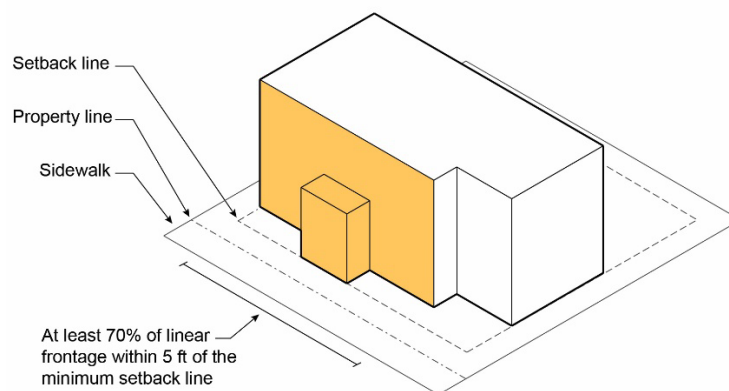
- Additional considerations related to setbacks are discussed in the Toolkit.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Street setbacks: Buildings shall be located within 5 feet of the minimum setback for at least 70 percent of the building frontage along the primary right-of-way and 50 percent along any secondary right-of-way, excluding alleys.



Landscaping. A minimum percentage of the setback area, where a setback is required, shall be landscaped with trees, shrubs, and/or groundcover, either in the form of in-ground landscaping or planters, as follows:

Frontages with shared entrances to internal circulation	50%
Frontages with individual residential unit entrances	30%
With a stoop taller than 30 inches	10%
Frontages with commercial tenant entrances	30%
With outdoor dining	10%

Interior setbacks: Buildings shall be set back a minimum of 15 feet from adjacent Residential zoning districts.

Streetwall

Considerations

- Streetwall standards, in conjunction with setbacks, can help create pedestrian-oriented development by mandating a certain level of massing at the street. It can also be used to move massing away from adjacent properties.
- Streetwall standards are often used to reinforce an existing, historic built form, but can also be used to create a new pedestrian-oriented district or corridor with a more traditional urban character.

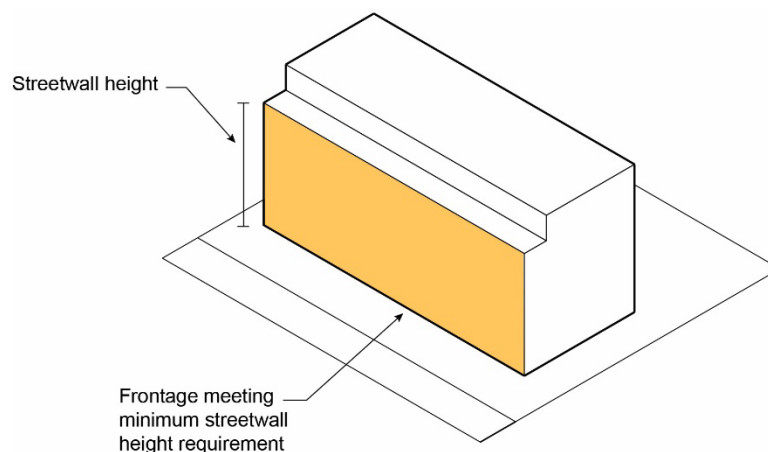
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Stepbacks

Considerations

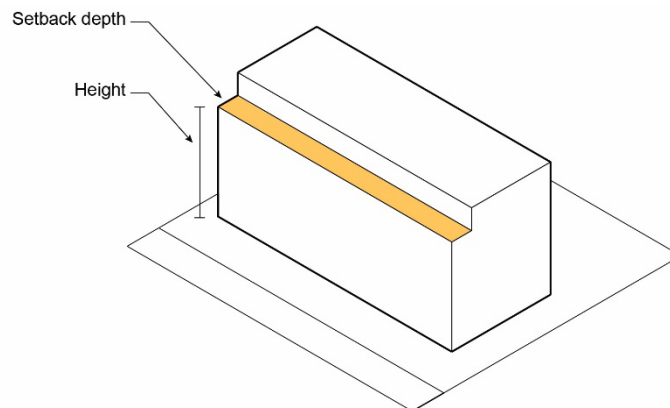
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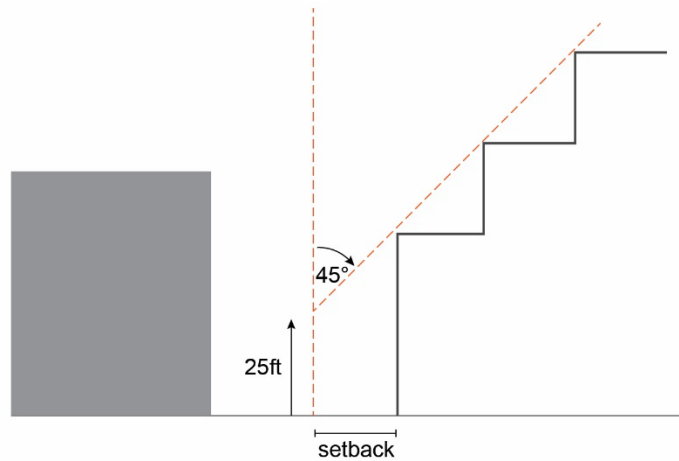
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Street stepbacks: Street-facing facades greater than 4 stories shall be stepped back a minimum of ten feet from the minimum setback line. Uses allowed within the setback depth include balconies, terraces, shade structures, and similar open space features.



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Rooflines

Considerations

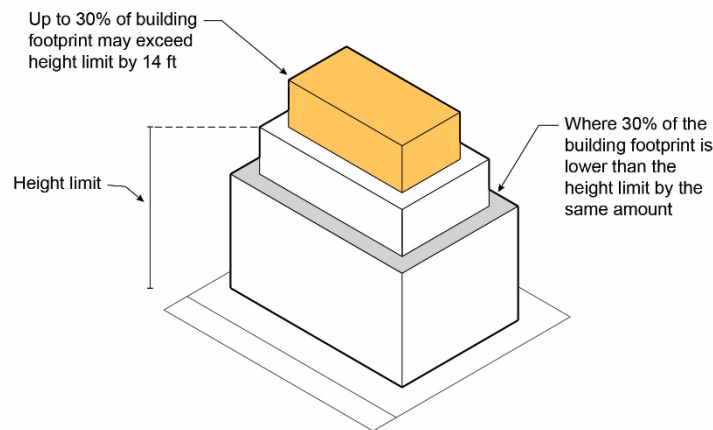
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- e) Balconies recessed at least 2 feet in depth;
- f) Vertical pilasters 3 inches in depth reflecting building structure or architectural style;
- g) Horizontal bands, trims, or reveals 3 inches in depth along multiple levels;
- h) A change in material or texture (excluding windows, doors and railings).

Façade length: Street-facing façades of 150 feet or longer shall include a minimum break of 10 percent of the façade length or 20 feet in width, at least 10 feet deep and open to the sky.

Corner treatments: Corner-facing facades of 75 feet or longer shall incorporate at least two of the following elements within 50 feet of the building corner along the primary frontage:

- f) A building entrance;
- g) A change in height of at least 4 feet for an area 10 feet by 10 feet minimum;
- h) A change in façade plane on upper stories of at least 2 feet in depth;
- i) A change of façade material or texture (excluding windows, doors and railings);
- j) A public open space or outdoor dining.

Frontages

Ground Floor

Considerations

- Standards in this section are designed for both non-residential (including commercial) space or residential common spaces along the ground floor, such as lobbies, lounges, or fitness centers. If individual residential unit entrances are allowed on the ground floor, see the Multi-Family Standards in Section III of this document.
- Ground floor heights less than 11-12 feet (measured floor to finished ceiling) can be harder to lease to retail tenants. Also, taller ground floor heights contribute to a “base-middle-top” architectural approach that is typically desirable.
- On corridors where both Mixed-Use and Multi-Family buildings are permitted, consider requiring residential ground floors to have the same minimum height as commercial ground floors, to create a more consistent character and improve internal amenity.
- Transparency requirements should be higher in pedestrian-oriented retail areas (70-80%) and may be lower (around 50%) in more auto-oriented areas where transparency may not be as feasible for many uses.
- Some cities have begun to require shade structures (e.g. awnings) along certain corridors to protect pedestrians from direct sun and heat, particularly in places where street trees are not providing sufficient shade. An example of a shading requirement is provided.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, provides visual interest, and enables flexible uses over time.

Standards

Floor height: Ground floor commercial, non-residential, and residential common spaces shall have a minimum height of 12 feet, measured floor-to-finished ceiling. Ground floor residential units shall have a minimum height of 8 feet, measured floor-to-finished ceiling.

Elevation : Non residential and residential common spaces on the ground floor shall be located within 2 feet above or below sidewalk elevation. Primary entrances shall be located at sidewalk elevation.

Elevation : Residential units on the ground floor shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Entrances. Street-facing façades shall provide a minimum of one entrance per 100 feet of frontage. These entrances shall open directly onto the sidewalk or another public open space, and be distinguished by at least one of the following:

- e) Awning/canopy;
- f) Porch/portico;
- g) Trellis; or

- h) Architectural element that creates well-defined entrance.

Recessed entrances. Primary building entrances shall be set back at least 30 inches from the façade. Secondary building entrances shall be setback at least 30 inches from the public right-of-way.

Transparency: Street-facing façades shall incorporate glazing for a certain percentage of the building frontage between 2 and 10 feet in height from sidewalk elevation. Windows shall provide views into display, lobby, sales, work, or similar active areas.

For non-residential and residential common space uses, at least 60 percent of the frontage shall be transparent.

For ground floor residential units, at least 15 percent of the frontage shall be transparent.

Blank walls: Windowless expanses of walls on the ground floor shall not exceed 20 feet in length. Blank walls over 10 feet in length shall be enhanced by one of the following:

- a) Pattern, motif, etching, or similar decoration;
- b) Landscaping that covers at least 50 percent of the wall area;
- c) Trellis or similar projection;
- d) Public art approved by review authority.

Primary and Secondary Frontages: Ground floor (“podium”) parking for all projects on parcels with primary or secondary frontages of:

- a) 100 feet or greater: shall be buffered by permitted non-parking uses with a minimum depth of 15 feet, except for vehicle/pedestrian access areas.
- b) less than 100 feet: all ground floor parking adjacent to a primary or secondary frontage and not buffered by non-parking uses shall be screened with a landscape buffer at least 5 feet in depth. Plant materials shall be spaced to provide consistent screening for length of parking façade and reach a height of 75% of the height of the parking façade, within two years of planting.

Shading: Shade structures shall allow a minimum vertical clearance of eight feet above sidewalk elevation. Shade structures shall not conflict with existing street trees.

Security devices: Any security devices (i.e. roll-up doors) shall be designed to be fully concealed and hidden from view during business hours.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important and helps provide eyes on the street, though there can be reasons to limit the amount required, such as privacy. Solar heat gain in the summer is another, though that can be partially mitigated by shading devices.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a 5-foot minimum dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Composition: Street-facing façades shall include at least three of the following:

- f) Pattern of modulation or fenestration;
- g) Datum lines along the length of the building (e.g. cornice) at least 4 inches in depth;
- h) Repeated projections (e.g. architectural detail, shading) at least 4 inches in depth;
- i) Balconies over 20 percent of the elevation;
- j) Screening (e.g. lattices, louvers).

Transparency: Street-facing façades shall incorporate glazing for at least 30 percent of the façade, including ground floor transparency.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.6 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Vinyl windows are prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall not be located within 6 feet of any interior property line

Balcony projections: Balconies shall project a maximum of 4 feet from the building façade.

Roof decks: Roof decks located within 25 feet of a Residential zoning district shall be set back a minimum of 5 feet from the building edge.

The sum of all roof decks on a single building shall not exceed 60 percent of the roof area to allow for mechanical equipment including solar panels.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90% of all lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Mechanical equipment, excluding solar panels, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum open space area recommendations are based on the size and type of project. In the example standards below, private open space is specific to a unit, while common open space is shared by multiple residents, but generally not open to the public.
- While many California cities require open space through a per unit requirement (e.g. 200 sf/unit) some cities have moved to a requirement based on a building's gross floor area (GFA) to more closely correlate the amount of open space to the size of the building and the expected number of residents. With per unit requirements, a studio and a 3-bedroom unit would be required to provide the same amount of open space, despite likely differences in the number of people living in the unit.
- Open space requirements directly influence the massing and design of a building: in general, greater private and/or common open space requirements tend to lead to more balconies, upper floor terraces, ground floor courtyards, amenity spaces over parking podiums, and other types of open space that influence a building's character, scale, and form.
- Cities may opt to emphasize common space over private, or vice versa. Though we recommend combining the two into one residential open space requirement to allow for more design flexibility, cities may still prioritize one over the other by including standards for a minimum or maximum percentage which may be counted towards either, depending on the focus of the city. Private open space typically means more balconies, while common can lead to more courtyards or roof decks.
- Some cities now require open space for large non-residential/commercial buildings – and, while unlikely in a housing-focused project, a standard based on GFA is included below.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Minimum Area

Minimum Open Space shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as a combination of Common and Private Open Space.
- **Non-residential Open Space:** Projects with over 40,000 square feet of non-residential GFA shall provide a minimum of 5 percent of the non-residential GFA as Common Open Space.
- **Public Open Space:** Projects located within the MU-TOD zone with over 80,000 square feet of gross floor area, shall provide a minimum of two percent of gross floor area as Public Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Private Open Space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: All Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Common Open Space.

Dimensions: Common Open Space shall have a minimum area of 500 square feet and a minimum dimension of 15 feet in each direction.

Distribution: A minimum of 70 percent of Common Open Space shall be outdoors, and a minimum of 80 percent of outdoor Common Open Space shall be open to the sky.

A maximum of 30 percent of Common Open Space shall be indoors (i.e. lounges, fitness centers, and similar). Indoor Common Open Space shall not include spaces primarily used for circulation.

Landscaping: A minimum of 25 percent of Common Open Space shall be planted area.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of outdoor Common Open Space, whichever is greater, shall be planted within the Common Open Space, excluding rooftop decks.

Hardscape: A maximum of 25 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 5 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

Public Open Space

Access: Public Open Space shall be accessible to the general public at no cost. A maximum of 20 percent of the Public Open Space may be used as outdoor dining for a restaurant, subject to review authority approval.

Dimensions: Public Open Space shall have a minimum area of 400 square feet and a minimum dimension of 20 feet in each direction.

Distribution: Public Open Space shall be outdoors, and a minimum of 80 percent of PAOS shall be open to the sky.

Elevation: The first 3,000 square feet of Public Open shall be at sidewalk elevation.

Hours: Public Open Space shall be open to the general public from 8 am to 8 pm daily.

Signage: Public Open Space shall have signage visible from the adjacent sidewalk identifying the space as a publicly-accessible amenity and listing opening hours.

Landscaping: A minimum of 25 percent of Public Open Space shall be planted area with a minimum dimension of 30 inches in length, width, and depth.

Trees: A minimum of one 24-inch box tree for every 500 square feet of Public Open Space shall be planted within the Common Open Space. At least 50 percent shall be shade trees.

Hardscape: A maximum of 25 percent Public Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Seating: A minimum of 1 seat per 250 square feet of Public Open Space shall be provided. Benches shall be calculated as 1 seat per 24 linear inches.

Water features: A maximum of 5 percent of Public Open Space shall be decorative water features, such as fountains or reflecting pools.

Parking

Considerations

- According to recent California State law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that many new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, driveways should be avoided on primary corridors and instead development should provide vehicular access from side streets or from alleys if present.

Intent

To reduce the visual impacts of parking and reduce the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

A minimum of one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree (a 24-inch box tree) for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking shall be set back a minimum of 15 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the primary street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

Bicycle Parking: Bicycle parking shall be provided consistent with the standards referenced within CalGreen Code section 5.106.4.1. In addition, the following standards shall apply:

Horizontal storage: Each horizontal bicycle space shall be designed to maintain a minimum of two feet in width and six feet in length, with a minimum of seven feet of vertical clearance.

Vertical storage: Each vertical or wall-mounted bicycle space shall be designed to maintain a minimum of three feet six inches in length, with three feet between racks and a minimum of seven feet of vertical clearance.

Aisles: Access to bicycle parking spaces shall be at least five feet in width. Bicycle spaces shall be separated from auto parking spaces or drive aisles by a fence, wall, curb, or at least five feet of open area.

IV. Multi Family Residential (R3) Standards

Form & Scale

Setbacks

Considerations

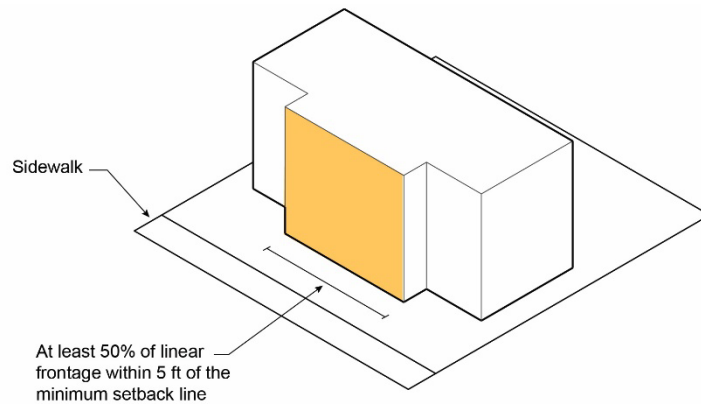
- Street setback standards help contribute to an area's urban form by establishing either a traditional, pedestrian character in which buildings are placed directly adjacent to the street; or alternatively, by establishing a more auto-oriented character where buildings are placed towards the rear of the parcel, typically with parking in front.
- Low to medium-density residential developments typically have larger setbacks than higher-intensity uses in order to give residents privacy and separation from the public realm. At least 5 to 10 feet is recommended.
- Buildings with consistent setbacks create a comfortable rhythm along the street and contribute to the walkability of the neighborhood.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Setbacks: Buildings shall be set back a minimum of 15 feet from the property line. A minimum of 50 percent of ground-floor building frontage shall be placed at or within 5 feet of the front setback.



Landscaping: All setbacks shall be landscaped with the exception of driveways and pedestrian paths.

Stepbacks

Considerations

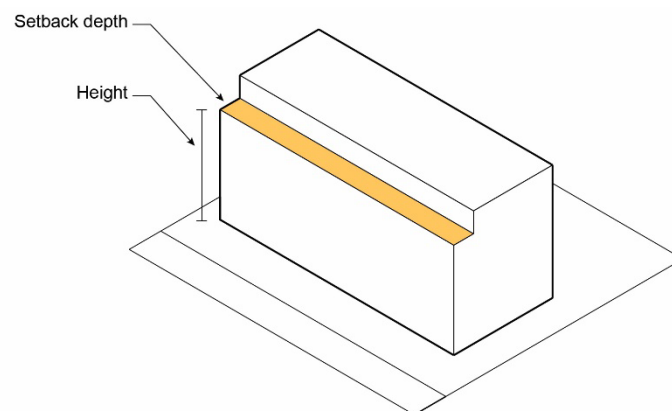
- Building height is limited to 25 feet in the R3 zone; new projects may apply for additional height through the state Density Bonus program, which is generally when stepbacks would be required.
- Street stepbacks are used where there may be sensitivity to massing along the street frontage and/or where new development is permitted to be significantly higher than existing development and height transitions are desired.
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks are used to step down building massing to less intensive uses (e.g. where higher-density meets single-family residential).

Intent

To encourage building scales that are responsive to the surrounding context, including opportunities to reinforce the built character along streets and transition to lower-density surroundings.

Standards

Street Stepbacks: On street-facing façades, portions of a building above the second story shall be stepped back a minimum of 5 feet, measured from the building façade.



Interior Stepbacks: On façades abutting R1 zoning districts, the building shall be stepped back above the second story a minimum of 5 feet, measured from the building façade.

Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- Dimension requirements may be modified to better fit the individual style or objectives of the city.

Intent

To design buildings with sensible forms and a unified architectural vision, creating visual patterns and rhythms in the façade while mitigating the monolithic appearance of larger buildings and avoiding flat or featureless design.

Standards

Building length: Buildings shall be no longer than 6 units or 150 feet in length, whichever is less, with a minimum separation of 10 feet between buildings.

Façade modulation. Street-facing façades over 2 stories in height shall incorporate two of the following:

- a) A sloped roof with a pitch greater than 3/12;
- b) A flat roof with a minimum 2-foot vertical height difference for a minimum of 10 feet in length and depth;
- c) A top-level stepback of at least 2 feet for a minimum of 25 percent of the length of the façade;
- d) A terrace at least 5 feet in depth and 8 feet in width, open to the sky, at least every 50 feet;
- e) Balconies over 20 percent of the elevation;
- f) A change in material or texture (excluding windows, doors and railings).

Façade break. Façade planes adjacent to R1 zoning districts shall not exceed 50 feet in width without a façade break of at least 5 feet deep and 10 feet wide.

Frontages

Ground Floor

Considerations

- Standards are designed for individual residential unit entries as townhome development is the most likely product at and below 25 dwelling units per acre. Activation of the street through high-quality design is especially important at lower densities since there are fewer people/businesses to make the street active.
- Entrances oriented toward the street and direct pathways help maintain connection to the public realm, while setbacks and an elevation change of at least a few steps can help physically separate them from passers-by.
- Walls, fences, and hardscape over 30 inches in height adjacent to the sidewalk can constrain the public realm, so it's recommended to set these elements back and provide a landscaped buffer.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Entrances: Residential units located adjacent to a street shall have a primary entrance facing the street. Entrances shall have a minimum 3-foot by 3-foot covered landing area at the same grade as the interior floor.

Entrances shall incorporate at least three of the following:

- a) Recessed at least 2 feet from the building façade;
- b) Overhead projection of at least 2 feet in depth (e.g. porch roof);
- c) A sidelight window, adjacent window, or door with a window;
- d) At least one stair, up or down, from the pedestrian pathway;
- e) Paving material, texture, or pattern differentiated from the pedestrian pathway.

Elevation: Buildings shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Paths: Pedestrian pathways to all primary entrances and common areas shall have a minimum clearance of 3 feet in width, including to lobbies, open space, parking, and refuse collection areas.

Where located parallel to a driveway, a change of material or pattern shall distinguish pedestrian pathways from vehicular travel lanes.

Walls and fences: Freestanding walls, fences, and raised planters taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Stoops and patios: The side of a patio or stoop (when parallel to a sidewalk) taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important – though residential units require less than commercial uses. Solar heat gain in the summer can also be a reason to limit the transparency required, though that can be partially mitigated by appropriate shading.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a larger dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce or eliminate light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.
- In some townhome projects, particularly those on narrow lots, developers often build “side-loaded” townhomes in which the units are oriented parallel to the street, facing the driveway, so that the front of development appears to be the side of a unit. This typology has implications for the character of the neighborhood as the buildings don’t always appear to “address” the street. Objective standards can help to mitigate this effect.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Transparency: Street-facing façades shall incorporate glazing for at least 20 percent of the overall façade, including at least 15 percent of the ground level.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.5 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Vinyl windows are prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall project a maximum of 4 feet from the building façade and shall not be located within 6 feet of any interior property line.

Side-loaded townhomes shall incorporate at least one street-facing balcony.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90 percent of lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Rooftop equipment, excluding solar photovoltaic, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum area recommendations are based on the size of the project.
- Some cities have moved from a per unit requirement to one based on gross floor area (Los Angeles) or per bedroom (Pasadena) in order to better correlate the amount of open space to the size of the building and the expected number of residents.
- Basing the residential open space requirement on gross floor area is the simplest calculation for staff, yet the amount of floor area can change throughout the design process, making it harder for developers who don't provide beyond the minimum.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Site Landscaping

At least 15 percent of the overall site shall be landscaped.

- Landscaping provided to meet other requirements related to surface parking, setbacks and common open space may contribute to achieving this total requirement.

Minimum Area

Minimum Open Space shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as a combination of Common and Private Open Space.
- **Non-residential Open Space:** Projects with over 40,000 square feet of non-residential GFA shall provide a minimum of 5 percent of the non-residential GFA as Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Private Open Space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: All Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Common Open Space.

Dimensions: Common Open Space shall have a minimum area of 500 square feet and a minimum dimension of 15 feet in each direction.

Distribution: A minimum of 70 percent of Common Open Space shall be outdoors, and a minimum of 80 percent of outdoor Common Open Space shall be open to the sky.

A maximum of 30 percent of Common Open Space shall be indoors (i.e. lounges, fitness centers, and similar). Indoor Common Open Space shall not include spaces primarily used for circulation.

Landscaping: A minimum of 25 percent of Common Open Space shall be planted area.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of outdoor Common Open Space, whichever is greater, shall be planted within the Common Open Space, excluding rooftop decks.

Hardscape: A maximum of 25 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 5 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

Parking

Considerations

- According to recent state law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that most new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, corridors should maintain building frontages while vehicular access is located on side streets.

Intent

To reduce the visual impacts of parking and the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

At least one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 26 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree (a 24-inch box tree) for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking (including underground) shall be set back a minimum of 5 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

V. Multi-Family Residential (R4) Standards

Form & Scale

Setbacks

Considerations

- Street setback standards help contribute to an area's urban form by establishing either a traditional, pedestrian character in which buildings are placed directly adjacent to the street; or alternatively, by establishing a more auto-oriented character where buildings are placed towards the rear of the parcel, typically with parking in front.
- Low to medium-density residential developments typically have larger setbacks than higher-intensity uses in order to give residents privacy and separation from the public realm. At least 5 to 10 feet is recommended.

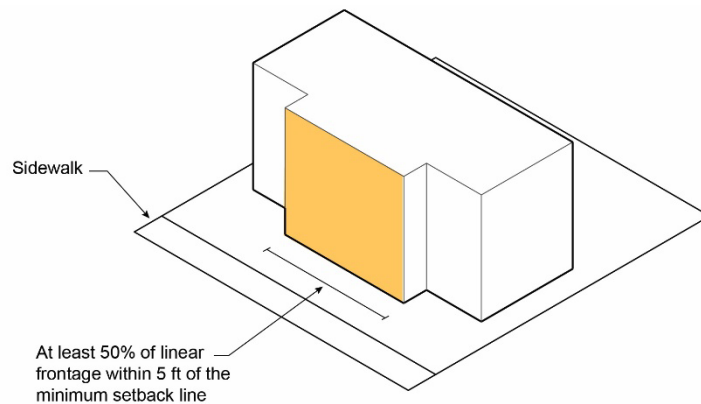
- Buildings with consistent setbacks create a comfortable rhythm along the street and contribute to the walkability of the neighborhood.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Setbacks: Buildings shall be set back a minimum of 15 feet from the property line. A minimum of 50 percent of ground-floor building frontage shall be placed at or within 5 feet of the front setback.



Landscaping: All setbacks shall be landscaped with the exception of driveways and pedestrian paths.

Stepbacks

Considerations

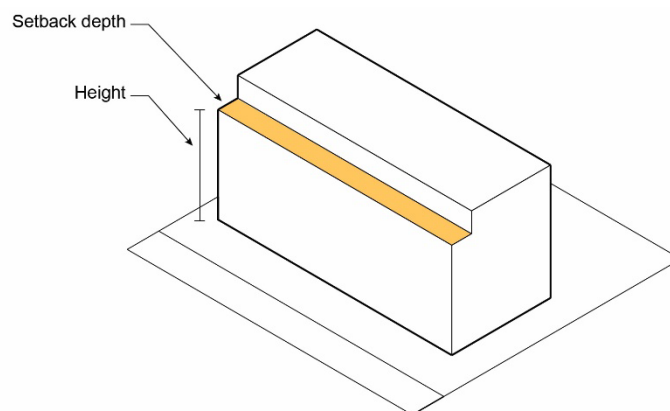
- Building height is limited to 25 feet in the R3 zone; new projects may apply for additional height through the state Density Bonus program, which is generally when stepbacks would be required.
- Street stepbacks are used where there may be sensitivity to massing along the street frontage and/or where new development is permitted to be significantly higher than existing development and height transitions are desired.
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks are used to step down building massing to less intensive uses (e.g. where higher-density meets single-family residential).

Intent

To encourage building scales that are responsive to the surrounding context, including opportunities to reinforce the built character along streets and transition to lower-density surroundings.

Standards

Street Stepbacks: On street-facing façades, portions of a building above the second story shall be stepped back a minimum of 5 feet, measured from the building façade.



Interior Stepbacks: On façades abutting R1 zoning districts, the building shall be stepped back above the second story a minimum of 5 feet, measured from the building façade.

Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- Dimension requirements may be modified to better fit the individual style or objectives of the city.

Intent

To design buildings with sensible forms and a unified architectural vision, creating visual patterns and rhythms in the façade while mitigating the monolithic appearance of larger buildings and avoiding flat or featureless design.

Standards

Building length: Buildings shall be no longer than 6 units or 150 feet in length, whichever is less, with a minimum separation of 10 feet between buildings.

Façade modulation. Street-facing façades over 2 stories in height shall incorporate two of the following:

- g) A sloped roof with a pitch greater than 3/12;
- h) A flat roof with a minimum 2-foot vertical height difference for a minimum of 10 feet in length and depth;
- i) A top-level stepback of at least 2 feet for a minimum of 25 percent of the length of the façade;
- j) A terrace at least 5 feet in depth and 8 feet in width, open to the sky, at least every 50 feet;
- k) Balconies over 20 percent of the elevation;
- l) A change in material or texture (excluding windows, doors and railings).

Façade break. Façade planes adjacent to R1 zoning districts shall not exceed 50 feet in width without a façade break of at least 5 feet deep and 10 feet wide.

Frontages

Ground Floor

Considerations

- Standards are designed for individual residential unit entries as townhome development is the most likely product at and below 25 dwelling units per acre. Activation of the street through high-quality design is especially important at lower densities since there are fewer people/businesses to make the street active.
- Entrances oriented toward the street and direct pathways help maintain connection to the public realm, while setbacks and an elevation change of at least a few steps can help physically separate them from passers-by.
- Walls, fences, and hardscape over 30 inches in height adjacent to the sidewalk can constrain the public realm, so it's recommended to set these elements back and provide a landscaped buffer.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Entrances: Residential units located adjacent to a street shall have a primary entrance facing the street. Entrances shall have a minimum 3-foot by 3-foot covered landing area at the same grade as the interior floor.

Entrances shall incorporate at least three of the following:

- f) Recessed at least 2 feet from the building façade;
- g) Overhead projection of at least 2 feet in depth (e.g. porch roof);
- h) A sidelight window, adjacent window, or door with a window;
- i) At least one stair, up or down, from the pedestrian pathway;
- j) Paving material, texture, or pattern differentiated from the pedestrian pathway.

Elevation: Buildings shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Paths: Pedestrian pathways to all primary entrances and common areas shall have a minimum clearance of 3 feet in width, including to lobbies, open space, parking, and refuse collection areas.

Where located parallel to a driveway, a change of material or pattern shall distinguish pedestrian pathways from vehicular travel lanes.

Walls and fences: Freestanding walls, fences, and raised planters taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Primary and Secondary Frontages: Ground floor (“podium”) parking for all projects on parcels with primary or secondary frontages of:

- a) 100 feet or greater: shall be buffered by permitted non-parking uses with a minimum depth of 15 feet, except for vehicle/pedestrian access areas.
- b) less than 100 feet: all ground floor parking adjacent to a primary or secondary frontage and not buffered by non-parking uses shall be screened with a landscape buffer at least 5 feet in depth. Plant materials shall be spaced to provide consistent screening for length of parking façade and reach a height of 75% of the height of the parking façade, within two years of planting.

Stoops and patios: The side of a patio or stoop (when parallel to a sidewalk) taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important – though residential units require less than commercial uses. Solar heat gain in the summer can also be a reason to limit the transparency required, though that can be partially mitigated by appropriate shading.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a larger dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce or eliminate light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.
- In some townhome projects, particularly those on narrow lots, developers often build “side-loaded” townhomes in which the units are oriented parallel to the street, facing the driveway, so that the front of development appears to be the side of a unit. This typology has implications for the character of the neighborhood as the buildings don’t always appear to “address” the street. Objective standards can help to mitigate this effect.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Transparency: Street-facing façades shall incorporate glazing for at least 20 percent of the overall façade, including at least 15 percent of the ground level.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.5 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Vinyl windows are prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall project a maximum of 4 feet from the building façade and shall not be located within 6 feet of any interior property line.

Side-loaded townhomes shall incorporate at least one street-facing balcony.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90 percent of lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Rooftop equipment, excluding solar photovoltaic, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum area recommendations are based on the size of the project.
- Some cities have moved from a per unit requirement to one based on gross floor area (Los Angeles) or per bedroom (Pasadena) in order to better correlate the amount of open space to the size of the building and the expected number of residents.
- Basing the residential open space requirement on gross floor area is the simplest calculation for staff, yet the amount of floor area can change throughout the design process, making it harder for developers who don't provide beyond the minimum.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Site Landscaping

At least 15 percent of the overall site shall be landscaped.

- Landscaping provided to meet other requirements related to surface parking, setbacks and common open space may contribute to achieving this total requirement.

Minimum Area

Minimum Open Space areas shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects shall provide a minimum of 15 percent of the GFA as Private Open Space and 5 percent of the GFA as Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Types: Common Open Space shall be provided by at least one of the following and designed to comply with the associated standards:

- a) Backyard or courtyard on the ground floor;

Dimensions: Common Open Space shall have a minimum area of 360 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of Common Open Space, whichever is greater, shall be planted within the Common Open Space. At least 50 percent shall be shade trees.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 10 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

- b) Roof deck, terrace, or similar on upper floors;

Dimensions: Common Open Space shall have a minimum area of 400 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 10 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

- c) Multi-use driveway.

Paving. The entire surface of the driveway shall be comprised of permeable pavers.

Landscaped buffer. The driveway shall be lined by a minimum 18-inch wide planted area, except at garage entries and pedestrian pathways. If the landscaped buffer is adjacent to a wall, it shall include shrubs or vines of at least 24 inches in height.

Parking

Considerations

- According to recent state law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that most new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, corridors should maintain building frontages while vehicular access is located on side streets.

Intent

To reduce the visual impacts of parking and the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

At least one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 26 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree (a 24-inch box tree) for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking (including underground) shall be set back a minimum of 5 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

Bicycle Parking: Bicycle parking shall be provided consistent with the standards referenced within CalGreen Code section 5.106.4.1. In addition, the following standards shall apply:

Horizontal storage: Each horizontal bicycle space shall be designed to maintain a minimum of two feet in width and six feet in length, with a minimum of seven feet of vertical clearance.

Vertical storage: Each vertical or wall-mounted bicycle space shall be designed to maintain a minimum of three feet six inches in length, with three feet between racks and a minimum of seven feet of vertical clearance.

Aisles: Access to bicycle parking spaces shall be at least five feet in width. Bicycle spaces shall be separated from auto parking spaces or drive aisles by a fence, wall, curb, or at least five feet of open area.



NEW BUSINESS

Little Lake School District Pioneer Blvd. Frontage Road Improvement – Approval of Cost Sharing Memorandum of Understanding

RECOMMENDATION

- Approve Memorandum of Understanding with Little Lake School District;
- Authorize the Mayor to execute Memorandum of Understanding;
- Approve adding the Pioneer Blvd Frontage Road Improvement 2023 Project to the Capital Improvement Plan; and
- Appropriate \$61,525.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Pioneer Blvd Frontage Road Improvement Project.

BACKGROUND

The Little Lake School District (District) approached the City of Santa Fe Springs (City) on June 7, 2023, about reviewing the condition of the Pioneer Blvd frontage road adjacent to the aforementioned District office at 10515 Pioneer Blvd. The Public Works Engineering Department met with the District to evaluate the condition of the service road, and determined that the frontage road needs pavement rehabilitation.

To expedite the construction and assist with the funding of rehabilitating the frontage road, the City proposed to split the cost of the repair. The District and City now desire to enter into a memorandum of understanding (MOU) agreement for pulverizing existing asphalt and base, adjusting manholes, and paving the frontage road (Project). The District will be the lead agency for the Project, procuring all materials, equipment, and supplies, and provide supervision and labor for the Project. The District shall be responsible for the managing, supervising, and overseeing the design and repair of the Project. The District will comply with all legal requirements associated with the construction of the Project. As the lead agency, the District will be responsible for payment of amounts due to the contractor and other parties under contract with the District for purposes of the Project.

FISCAL IMPACT

The District and City agree that the District shall be solely responsible for using payments to all parties under contract with the District for the Project. The total project cost is \$123,050.00, noted in Attachment No. 1, includes pulverizing existing base and asphalt, adjusting any utility lids, and paving 3 inches of Asphalt Concrete with Forta-Fi fiber. The District and the City propose to split the costs of the Project, therefore the City agrees to reimburse the District an amount not-to-exceed \$61,525.00 for the costs incurred to complete the Project. The Not-to-Exceed Amount represents the maximum amount payable by the City under this MOU and shall not be exceeded except with written authorization from the City.

The City recommends appropriating \$61,525.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Little Lake School District Pioneer Blvd Frontage Road Improvement Project.

INFRASTRUCTURE IMPACT

The Pioneer Boulevard Frontage Road Improvement project will replace existing asphalt and base that has exceeded its service life and improve the condition of the existing roadway, enhance operational safety, and reduce maintenance costs.



Tom Hatch
Interim City Manager

Attachments:

1. Memorandum of Understanding
2. Project Map

MEMORANDUM OF UNDERSTANDING
BETWEEN
LITTLE LAKE CITY SCHOOL DISTRICT
AND
CITY OF SANTA FE SPRINGS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 1st day of August 2023, by and between the LITTLE LAKE CITY SCHOOL DISTRICT (hereinafter, “District”), a public California school district, and the CITY OF SANTA FE SPRINGS (hereinafter, “City”), a municipal corporation of the State of California. District and City may be referred to herein individually as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the District’s primary administrative offices (“District Office”) are located within the City’s geographical boundaries at 10515 South Pioneer Blvd.; and

WHEREAS, South Pioneer Blvd. is the main access route to the District Office; and

WHEREAS, due to inclement weather during the 2023 winter season, South Pioneer Blvd. has suffered significant damage and general deterioration; and

WHEREAS, the District and City have each determined that portions of South Pioneer Blvd. are in need of maintenance and repair, directly affecting District operations as well as District staff, parents, students and community members; and

WHEREAS, the District has an interest in the timely repair of South Pioneer Blvd. and has an existing contract with Bravo Concrete Construction Services, Inc. (“Contractor”), a copy of which is attached hereto as **Exhibit A**, for various paving work within the jurisdictional boundaries of the District; and

WHEREAS, the District has agreed to coordinate and supervise the repair work necessary to address the condition of South Pioneer Blvd. (the “Project”) under its current contract with Contractor; and

WHEREAS, the Parties wish to cooperate and share the costs of the Project to allow for timely completion thereof and to ensure District, staff, students, and community members have safe roadway access to the District Office; and

WHEREAS, the City and the District desire to work jointly with each other in the planning, supervision and completion of the Project.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the Parties hereby mutually agree as follows:

1. TERM/COMPLETION

This MOU shall be effective as of August 1st, 2023, and shall remain in effect until the Project Completion Date, as defined in Section 2, except for obligations expressly identified herein as surviving beyond the termination of this MOU.

2. PROJECT COMPLETION DATE

The Project shall be considered complete ("Project Completion Date") upon written notification from the District to the City that all on-site Work has been completed, subject to reasonable verification thereof by the City. The Parties agree that the Project Completion Date shall occur no later than August 14, 2023.

3. SCOPE

The Parties agree that the scope of the Project is governed by the proposal submitted to the District by Peterson Grading & Paving, Inc., attached hereto as **Exhibit B**, and consists of the following:

- a. Demolition of the existing asphalt and subgrade on Pioneer Blvd.;
- b. Off-site manhole adjustment and paving after adjustment; and
- c. Paving a surface area of 19,600 square feet with three-inch fiber-reinforced asphalt concrete ("AC") paving (collectively, the "Work").

4. SUPERVISION OF PROJECT

The District and City shall be jointly responsible for managing, coordinating and overseeing the Work.

The District shall be responsible for procuring all materials necessary for the Project's completion; conducting and administering the bidding process for the Work; awarding the contract; and payment of amounts due to the contractor and other persons under contract with the District for purposes of the Project.

The City shall periodically inspect and monitor the Work to ensure the Project complies with all local, state and federal requirements related to maintenance and repair of public roadways. In the event the Project, or any portion thereof, fails to comport with an applicable legal requirement, the City shall be solely responsible for identifying and remedying any such failure.

5. PAYMENT FOR PROJECT

The Parties agree that the District shall be solely responsible for issuing payments to all parties under contract with the District for the Project. The City hereby expressly agrees to reimburse the District one-half of the total estimated cost of the Project, which is currently estimated at Sixty-One Thousand Five Hundred Twenty-Five Dollars (\$61,525.00), which amount represents half of the total estimated cost of the Project and is based on the Work being completed between Mondays and Fridays. The Parties understand and acknowledge that the total estimated cost may increase in the event any of the Work is required to be completed during the weekends (Saturday or

Sunday). In the event of a change to the total estimated cost, the amount due to the District by the City under this MOU shall be one-half of the new total estimated cost.

The District shall issue invoices to the City on a monthly basis for costs incurred to complete the Project. The amount of each invoice submitted to the City shall be based on the compensation, fees and expenses paid by the District to independent contractors working on the Project. Upon request to the District, the City shall have the right to access and review invoices submitted to the District by independent contractors working on the Project for the purpose of corroborating and confirming the amounts invoiced. The City shall issue payment to District within thirty (30) business days after receipt of an invoice from the District.

6. ACCESS TO PIONEER BLVD.

The Parties acknowledge and agree that, for the duration of the Project, access and use of Pioneer Blvd. may be restricted or prohibited. The District and City shall mutually agree and schedule the dates and times at which the Work shall be performed and Pioneer Blvd. shall be closed to the public for construction ("Closure Date(s)"). The City shall be solely responsible for taking appropriate steps to notify City residents Closure Date(s).

If the City schedules an event, work, maintenance or other activity at Pioneer Blvd. on a Closure Date, the District shall not be liable for any costs, expenses or losses arising out of or connected with the cancellation of the event, work, maintenance or other activity due to the inaccessibility or unfinished condition of Pioneer Blvd., or any portion thereof.

During the term of this MOU, each Party may enter Pioneer Blvd. to inspect and observe the construction of the Project.

7. OWNERSHIP AND MAINTENANCE

The City shall maintain its ownership interest in Pioneer Blvd and be solely responsible for performing maintenance work necessary to keep the Project in good repair and condition following the Project Completion Date, and shall have no right to reimbursement from the District for any such maintenance. This MOU does not convey any ownership interest of Pioneer Blvd to the District.

8. INDEMNIFICATION

To the furthest extent permitted by California law, the City shall indemnify, defend, and hold harmless the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, loss, costs, expenses, judgments and causes of actions of any kind, nature, or sort directly or indirectly arising out of, connected with, or resulting from the negligent or intentional acts and/or omissions of the City or any of its officers, agents or employees, in performing this MOU, including without limitation the payment of all consequential damages, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the right to accept or reject any legal representation that City proposes to

defend the District and its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees.

To the furthest extent permitted by California law, the District shall indemnify, defend, and hold harmless the City and its officers, agents, employees, consultants and volunteers of and from any and all liabilities, claims, debts, damages, demands, suits, actions, loss, costs, expenses, judgments and causes of actions of any kind, nature or sort directly or indirectly arising out of, connected with, or resulting from the negligent or intentional acts and/or omissions of the District and its Board of Education, officers, agents, representatives, consultants, contractors, trustees, volunteers and employees in relation to this MOU. The City shall have the right to accept or reject any legal representation that the District proposes to defend the City and its officers, agents, employees, consultants and volunteers.

9. INSURANCE

The City and the District shall procure and maintain such general liability, property damage, workers' compensation and auto liability insurance as is required to protect their interests on the Project, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other Party may carry. Upon request, each Party shall provide the other Party with a certificate of insurance and originals of endorsements naming the other Party as an additional insured.

10. GOVERNING LAW AND VENUE

This MOU shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, in the County of Los Angeles. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Los Angeles County.

11. AMENDMENT

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by duly authorized representatives of the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on the District unless expressly authorized by the District in writing and approved by the District's Governing Board.

12. SUBCONTRACT AND ASSIGNMENT

Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties, or privileges under this MOU on any third Party, without the written consent of the other Party.

13. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective Parties as follows:

To: City of Santa Fe Springs

Yvette Kirrin, Interim Public Works Director

City of Santa Fe Springs

11710 E. Telegraph Rd

Santa Fe Springs, CA 90670

YvetteKirrin@santafesprings.org

562-868-0511

To: Little Lake City School District

Liz Seymour, Assistant Superintendent of Business Services

Little Lake City School District

10515 South Pioneer Blvd.

Santa Fe Springs, CA 90670

lseymour@llcsd.net

(562) 868-8241 ext. 2248

Any notice personally given or sent via email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this MOU, the addresses of the Parties are set forth above.

14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.

15. PRECEDENCE OF MOU OVER ATTACHMENTS AND EXHIBITS

Should there be any ambiguity, inconsistency, discrepancy, or other difference between any attachments or exhibits to this MOU and the terms of this MOU, the terms of this MOU take precedence, govern and be controlling.

16. ENTIRE AGREEMENT

This MOU and any attachments and/or exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both Parties to the MOU. In the event an express conflict between the terms of this MOU and the terms of any attachments or exhibits, the terms of this MOU will prevail.

17. SEVERABILITY

If any term, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

18. NON-WAIVER

The failure of the District or City to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU, shall not be deemed a waiver by that Party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. WAIVER

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

20. CAPTIONS

Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.

21. SIGNATURE AUTHORITY

Each Party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this agreement. In accordance with Education Code section 17604, this MOU is not valid, binding, or an enforceable obligation against the District until approved or ratified by motion of the Governing Board, duly passed and adopted.

IN WITNESS THEREOF, the District and the City have executed this MOU as of the dates indicated below.

Liz Seymour
Assistant Superintendent, Business Services
Little Lake City School District

Juanita Martin, Mayor
City of Santa Fe Springs

Date

Date

EXHIBIT A
Contractor Agreement

AGREEMENT

THIS AGREEMENT, entered into this 24th day of May, 2023 in the County of San Bernardino of the State of California, by and between the **LITTLE LAKE CITY SCHOOL DISTRICT**, hereinafter called the "District", and **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**, hereinafter called the "Trade Contractor".

WITNESSETH that the District and the Trade Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Trade Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Trade Contractor's Work under the Direction of Construction Manager and District and in cooperation with other Trade Contractors on the Project to perform and complete all Work required in connection with Trade Contract Number(s) 02 for the complete project known generally as:

2023 PAVING AT MULTIPLE SITES

Located at

Lakeland ES - 11224 Bombardier Ave., Norwalk, CA 90650

Lakeside MS - 11000 Kenney St., Norwalk, CA 90650

Lake Center MS - 10503 Pioneer Blvd., Sante Fe Springs, CA 90670

William Orr ES - 12130 S. Jersey Ave., Norwalk, CA 90650

Studebaker ES - 11800 Halcourt Ave., Norwalk, CA 90650

in strict accordance with the Contract Documents enumerated in Article 7 below. The Trade Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Trade Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Trade Contractor from fully complying with the Contract Documents and the Trade Contractor protests, in accordance with the requirements of the Contract Documents, that the act or omission is preventing the Trade Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Trade Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Trade Contractor has received a notice to proceed, the Trade Contractor shall develop a Trade Contractor Baseline Schedule consistent with Outline Schedule of Work for Trade Contractor's Scope of Work and Trade Contractor's Work shall reach Substantial Completion (See Article 1.1.55) The work shall be commenced on or before the date stated in the District's Notice to Proceed and shall be completed within **109 consecutive calendar days** beginning 5 days after receipt of the District's Notice of Award letter with **Substantial Completion being completed within 71 consecutive calendar days**. The Contractor hereby agrees to establish the date of official receipt of the District's Notice of Award letter to be MAY 24, 2023. The Notice to Proceed shall not be issued prior to five calendar days after award of the contract and shall not require that work be commenced less than five

calendar days from the date of issuance of said notice. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Trade Contractor has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for Trade Contractor's Scope of Work for this Project is adequate for the timely and proper completion of the Project within each milestone set forth in the Outline Schedule and within the Contract Time. Further, Trade Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Section 8.3.2.13, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Trade Contractor will pay the District the sum of **FIFTEEN HUNDRED DOLLARS (\$1,500.00) per calendar day** for each and every day of delay attributable to Trade Contractor's critical path delay to the Project Baseline Schedule that delays Key Milestones for delivery of Phases or cause delay to the Contract Time set forth in Article 2 of this Agreement as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Trade Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due Trade Contractor under the Contract (See Article 3.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Trade Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **TWO MILLION THREE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$2,364,694.00)**, said sum being the total amount stipulated in the Bid Trade Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Trade Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Trade Contractor proceeds with a Change in work without an agreement between the District and Trade Contractor regarding the cost of a Change Order, the Trade Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Trade Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Trade Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Trade Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the

Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District. (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Trade Contractor or any person, firm or corporation employed by Trade Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Trade Contractor and Trade Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Trade Contractor (or any person hired or employed directly or indirectly by Trade Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Trade Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Project Manual (including multiple volumes if applicable) and everything contained therein
- Project Construction Schedule
- Addenda
- Drawings
- Specifications

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Trade Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Trade Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - TRADE CONTRACTOR'S LICENSE: The Trade Contractor must possess throughout the Project a Class A Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

TRADE CONTRACTOR:

Little Lake City School District

By: 

**BRAVO CONCRETE CONSTRUCTION
SERVICES, INC.**

Typed or Printed Name

Raymond E. Klerks

Title Secretary

Dated: 6/27/23


Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

END OF DOCUMENT

ATTACHMENT NO. 1 TO AGREEMENT

Rules of Conduct for Contractors

Each contractor/or subcontractor, when performing work on Mountain View School District property, shall adhere to the following rules of conduct

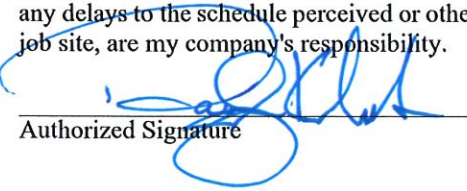
1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors and/or subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work. Approved identification shall be fluorescent shirts or safety vests with the company name/logo. Non-complying contractors and/or subcontractors will be removed from the site immediately.
5. All contractors and/or subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used by the contractor. The contractor may be responsible for mobilizing to the construction site, their portable restroom.
 - b. Vehicles must be parked each day in the designated area prior to the start of the school day and removed after the end of the school day. If for some unforeseen reason a contractor and/or subcontractor vehicle needs to be removed during school hours, the vehicle shall have lights and flashers engaged, and a "spotter", provided by the contractor and/or subcontractor, leading the vehicle off District property. At no time will the vehicle exceed 5 mph.
6. Pursuant to Government Code, Section 8350 et. seq., the **LITTLE LAKE CITY SCHOOL DISTRICT** is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor and/or subcontractor shall not be tolerated.
10. All contractors and/or subcontractors shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive derogatory, obscene, or racially biased material may be worn. This interpretation will be made by the District.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on District property.
11. All contractors and/or subcontractors are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the District communication systems to be used.

All contractors and/or subcontractors personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on District property is not the responsibility of the District and, therefore, any said claims for damages will not be acknowledged.

12. All contractors and/or subcontractors shall not allow employees to bring any food or drinks other than bottled water within 50 feet of buildings.
13. All contractors and/or subcontractors shall take all breaks and/or lunch in designated area as approved by the Construction Manager.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the District/designee removing my employee from the job site, are my company's responsibility.


Authorized Signature

05/25/2023

Date

Raymond E. Klerks
Print Name

BRAVO CONCRETE CONSTRUCTION SERVICES, INC.
Company

END OF DOCUMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Form Based on Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this 24TH day of MAY, 2023, by and between LITTLE LAKE CITY SCHOOL DISTRICT, whose address is 10515 S. Pioneer Blvd., Santa Fe Springs, CA 90670 (henceforth referenced as "DISTRICT"); and BRAVO CONCRETE CONSTRUCTION SERVICES, INC., whose address is 681 WEST LA CADENA DR. RIVERSIDE, CA 92501 (henceforth referenced as "CONTRACTOR"); and _____ whose address is _____ (henceforth referenced as "ESCROW AGENT").

For the consideration hereinafter set forth, DISTRICT, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, CONTRACTOR has the option to deposit securities with ESCROW AGENT as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract No. 02 Contract Number or Other Specific Contract Reference] entered into between DISTRICT and CONTRACTOR for the 2023 PAVING AT MULTIPLE SITES, in the amount of TWO MILLION THREE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$2,364,694.00) dated, MAY 24TH, 2023, (the "Contract"). Alternatively, on written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to ESCROW AGENT. When CONTRACTOR deposits the securities as a substitute for Contract earnings, ESCROW AGENT shall notify DISTRICT within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the ESCROW AGREEMENT shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between DISTRICT and CONTRACTOR. Securities shall be held in name of the DISTRICT, and shall designate CONTRACTOR as beneficial owner.
2. DISTRICT shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that ESCROW AGENT holds securities in form and amount specified above.
3. When DISTRICT makes payment of retention earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Escrow Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when the DISTRICT pays ESCROW AGENT directly.
4. CONTRACTOR shall be responsible for paying all fees for expenses incurred by ESCROW AGENT in administering the Escrow Account, and all expenses by DISTRICT. These expenses and payment terms shall be determined by DISTRICT, CONTRACTOR, and ESCROW AGENT.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to DISTRICT.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from DISTRICT to ESCROW AGENT that DISTRICT consents to withdrawal of amount sought to be withdrawn by CONTRACTOR.

7. DISTRICT shall have the right to draw upon the securities in the event of default by CONTRACTOR as determined solely by DISTRICT. Upon seven (7) days written notice to ESCROW AGENT from DISTRICT of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by DISTRICT.
8. Upon receipt of written notification from DISTRICT certifying that the Contract is final and complete, and the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. ESCROW AGENT shall rely on written notifications from DISTRICT and CONTRACTOR pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and DISTRICT and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or receive written notice on behalf of DISTRICT and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:
LITTLE LAKE CITY SCHOOL DISTRICT

Title

Name

Signature

Address

On behalf of CONTRACTOR:
**BRAYO CONCRETE CONSTRUCTION
SERVICES, INC.**

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

At the time the Escrow Account is opened, DISTRICT and CONTRACTOR shall deliver to ESCROW AGENT a fully executed original signature of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of DISTRICT:

LITTLE LAKE CITY SCHOOL DISTRICT

Title

Name

Signature

Address

On behalf of CONTRACTOR:

**BRAVO CONCRETE CONSTRUCTION
SERVICES, INC.**

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

END OF DOCUMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

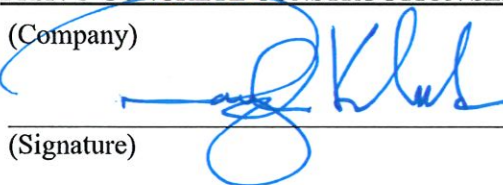
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

BRAVO CONCRETE CONSTRUCTION SERVICES, INC.

(Company)



(Signature)

Raymond E. Klerks

(Print)

05/25/2023

(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Trade Contractor's bid.

END OF DOCUMENT

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 05/25/2023

Proper Name of Contractor: **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**

Signature of Authorized Person: 

Print Name: Raymond E. Klerks

Title: Secretary

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

Contract for category number **02** for the **2023 PAVING AT MULTIPLE SITES** between **LITTLE LAKE CITY SCHOOL DISTRICT** ("District") and **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** ("Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal and state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, remolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 05/25/2023

Proper Name of Contractor: **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**

Signature of authorized person: 

Print Name: Raymond E. Klerks

Title: Secretary

END OF DOCUMENT

CERTIFICATION REGARDING BACKGROUND CHECKS

BRAVO CONCRETE CONSTRUCTION SERVICES, INC., certifies that it has performed one of the following: [Name of Trade Contractor/Consultant]

- ☒ Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **LITTLE LAKE CITY SCHOOL DISTRICT**, pursuant to the contract/purchase order dated **MAY 24, 2023**, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.
Date 05/25, 20 23

BRAVO CONCRETE CONSTRUCTION SERVICES, INC

[Name of Trade Contractor/Consultant]

Bravo Concrete Construction Services, Inc.

By its: Secretary

ATTACHMENT A:

CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Steve De Gennaro
Raymond Klerks
Justin Tomasello
Nick Smith
Cesar Cano
Daniel Fierro
Candido Sandoval
Jesus Alvarez Tarelo
Cuahutemoc Palomarez
Joel Meza
James Moreno
Juan Suarez
Julio Santiago
Matthew Aguilera

DOCUMENT 00 06 66

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS
CERTIFICATION**

Contract for Category Number 02 for the **2023 PAVING at MULTIPLE SITES** project between **LITTLE LAKE CITY SCHOOL DISTRICT** ("District") and **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** ("Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including without limitation, the labor compliance program, if this Project is subject to a labor compliance program.

Date: 05/25/2023

Proper Name of Contractor: Bravo Concrete Construction Services, Inc.

Signature of authorized person: 

Print Name: Raymond E. Klerks

Title: secretary

END OF DOCUMENT

**CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY**

The Trade Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy prohibits the use of alcoholic beverages, vaping and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles.

I acknowledge that I am aware of the District's policy regarding alcoholic beverages, vaping and tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

DATE: 05/23/2023

Bravo Concrete Construction Services, Inc.

Trade Contractor

By: 

Signature

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

Contract for Category Number 02 for the 2023 PAVING at MULTIPLE SITES between LITTLE LAKE CITY SCHOOL DISTRICT ("District") and BRAVO CONCRETE CONSTRUCTION SERVICES, INC. ("Bidder"). This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. LEAD AS A HEALTH HAZARD

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. OVERVIEW OF CALIFORNIA LAW

Education Code section 32240 et seq. is known as the Lead-Safe-Schools Protection act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of

California for the purpose of developing risk factors to predict lead contamination in public schools (Ed Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, §32244.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination / emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. RENOVATION, REPAIR AND PAINTING RULE, SECTION 402(c)(3) OF THE TOXIC SUBSTANCES CONTROL ACT

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovation firms, using renovators with training by an EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within Title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. CONTRACTOR'S LIABILITY

If the Contractor fails to comply with any applicable laws, rules, regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising there from,

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY,
THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED
MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL
APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK
WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF
OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH
AUTHORITY.

Date: 05/25/2023

Proper Name of Contractor: **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**

Signature of authorized person: 

Print Name: Raymond E. Klerks

Title: Secretary

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

Contract for Category Number 02 for the **2023 PAVING at MULTIPLE SITES** between **LITTLE LAKE CITY SCHOOL DISTRICT** ("District") and **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** ("Bidder").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:

- | | | |
|-------------------------------|---------------------------|----------------|
| • Delivery Firm / Transporter | • Supplier | • Manufacturer |
| • Wholesaler | • Broker | • Retailer |
| • Distributor | • Other <u>Contractor</u> | |

Type of Entity:

- | | |
|-----------------------|-----------------------------|
| • <u>Corporation</u> | • General Partnership |
| • Limited Partnership | • Limited Liability Company |
| • Sole Partnership | • Other _____ |

Name of firm ("Firm"): Bravo Concrete Construction Services, Inc.

Mailing Address: 681 W. La Cadena Drive, Riverside, CA 92501

Addresses of branch office used for this Project:

Same

If subsidiary, name and address of parent company:

N/A

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 05/25/2023

Proper Name of Contractor: **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**

Signature of authorized person: _____

Print Name: Raymond E. Klerks

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 06 20

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Little Lake City School District** (sometimes referred to hereinafter as "Obligee") has awarded to **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **2023 PAVING at MULTIPLE SITES** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated **MAY 24TH, 2023**, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**, the undersigned Contractor, as Principal, and **Harco National Insurance Company** a corporation organized and existing under the laws of the State of **CALIFORNIA**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the **Little Lake City School District** in the sum of **TWO MILLION THREE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$ 2,364,694.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

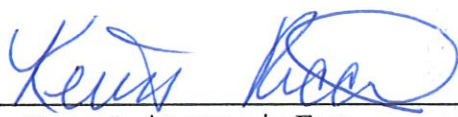
Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of May, 2023.

PRINCIPAL/CONTRACTOR:
BRAVO CONCRETE CONSTRUCTION
SERVICES, INC.

By: 
Raymond E. K. LRS

SURETY:

Harco National Insurance Company
By: 
Kerissa Ricciardi, Attorney-in-Fact

The rate of premium on this bond is \$9 per thousand.

The total amount of premium charged: \$21,054.00 (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Harco National Insurance Company

Turner Surety and Insurance Brokerage, Inc.

2400 East Katella Ave., Suite 250, Anaheim, CA 92806

6 Hutton Centre Drive, Suite 1020, Santa Ana, CA 92707

Telephone: 714-602-9170

Telephone: 714-955-4029

through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligor as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligor's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract. Obligor shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligor may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligor, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including reasonable attorneys' fees to be fixed by the Court.

ACKNOWLEDGMENT

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

State of California
County of Orange

On May 24, 2023 before me, Hanh T. Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0821753

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL
FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 24th, 2023

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of January, 19 95.



By

William Garbarino
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTES:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACKNOWLEDGMENT

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

State of California

County of Riverside)

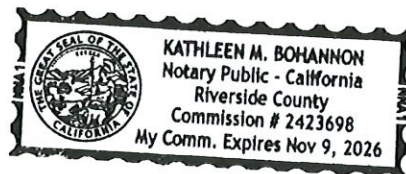
On May 25, 2023 before me, Kathleen M. Bohannon, Notary Public
(insert name and title of the officer)

personally appeared Raymond E. Klerks,
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 Kathleen M. Bohannon (Seal)



DOCUMENT 00 06 10

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Little Lake City School District** (sometimes referred to hereinafter as "Obligee") has awarded to **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **2023 PAVING AT MULTIPLE SITES** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, **BRAVO CONCRETE CONSTRUCTION SERVICES, INC.**, the undersigned Contractor, as Principal; and **Harco National Insurance Company**, a corporation organized and existing under the laws of the State of **CALIFORNIA**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mountain View School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of **TWO MILLION THREE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY FOUR DOLLARS (\$ 2,364,694.00)**, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be

construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Oblige and the Contractor or on the part of any Oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the 24th day of May, 2023.

PRINCIPAL/CONTRACTOR:
BRAVO CONCRETE CONSTRUCTION
SERVICES, INC.

By: 

SURETY:

Harco National Insurance Company

By: 
Kerissa Ricciardi, Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service of process in California)

Harco National Insurance Company

Turner Surety and Insurance Brokerage, Inc.

2400 East Katella Ave., Suite 250, Anaheim, CA 92806

6 Hutton Centre Drive, Suite 1020, Santa Ana, CA 92707

Telephone: 714-602-9170

Telephone: 714-955-4029

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed 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.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto

END OF DOCUMENT

ACKNOWLEDGMENT

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


State of California
County of Orange

On May 24, 2023 before me, Hanh T. Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

Bond # 0821753

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 24th, 2023

Irene Martins, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of January, 19 95.



By

John Garza
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTES

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACKNOWLEDGMENT

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

State of California

County of Riverside)

On May 25, 2023 before me, Kathleen M. Bohannon, Notary Public
(insert name and title of the officer)

personally appeared Raymond E. Kierks,
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 Kathleen M. Bohannon (Seal)



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bravo Concrete Construction Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

681 W. La Cadena Drive

6 City, state, and ZIP code

Riverside, CA 92501

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 3 - 1 7 3 0 8 3 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Kathleen Bohannon

Date ► 05/25/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT B

Proposal

PETERSON

Grading & Paving, Inc.

LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

PROPOSAL

To: LEDESMA & MEYER CONSTRUCTION CO, INC	Project: Little Lake SD – District Office Frontage Road Pulverize & Pave
9441 Haven Ave	10515 Pioneer Blvd
Rancho Cucamonga, CA 91730	Santa Fe Springs, CA
Office: (909) 476-4590	
Attn: JAIME VELASQUEZ	Email: jaimev@lmcci.com

Little Lake SD – District Office Frontage Road Pulverize & Pave

DISTRICT OFFICE FRONTAGE ROAD

Off Site Demolition: (1 Move)

1. Pulverize, grade & compact 19,600 sf of 3" existing asphalt & subgrade
 - a. Includes export, if necessary

TOTAL \$ 40,600.00

Off Site Manhole Adjustment: (1 Move)

1. Adjust manholes to grade
2. Cap pave around manholes after adjustment
 - a. This is still recommended due to elevation changes

TOTAL \$ 15,000.00

Off Site Paving: (1 Move)

1. Construct 19,600 sf of 3" AC paving

TOTAL \$ 58,350.00

GRAND TOTAL \$113,950.00

ALTERNATE: FORTA-FI ASPHALT FIBER

1. Add to incorporate Forta-Fi fiber into asphalt mix design
 - a. This will be recommended to extend the life of the asphalt against reflective cracking

TOTAL \$ 9,100.00

THIS CONTRACT IS PRICED ON M-F DAYTIME HOURS

PETERSON GRADING & PAVING, INC

By: Jake Straub, Project Manager

TERMS : due and payable upon completion

CONDITIONS: (Unless Noted Above)

****Price includes all labor, materials, equipment, tools, and supervision to complete the specified work****

1. All work bid as Prevailing Wage.
2. Fuel and material cost are unstable; price will be honored 60 days.
3. Proposal is based on unsigned plans and the right is reserved upon review of approved and/or changed plans and specifications to adjust the price quoted, based on changes in the character or nature of the work.

PETERSON

Grading & Paving, Inc.

LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

PROPOSAL

4. Safety measures per OSHA regulations.
5. This bid/proposal and all its terms and conditions shall become a binding part and added to any subcontract, purchase order, or other agreement and labeled "EXHIBIT A".
6. Price is based on move-ins specified above. Added move-ins will be charged at \$14,000.00 each.
7. Insurance Limits: A. \$1 MILL each occurrence & 2 MILL Gen. Agg. B. \$1 MILL Auto & 1 MILL W Comp.
8. Peterson Grading & Paving Inc. Proposal is based on being awarded the entire lump sum of our proposal. If items are deleted or not awarded we reserve the right to adjust our bid proposal based on those conditions.
9. NOTE:

In submitting this proposal, Peterson Grading & Paving Inc. shall not be bound to accept or perform the proposed work until terms of a contract/subcontract are fully agreed to by both parties in writing and the contract/subcontract is fully executed.

GENERAL CONDITIONS

The former represents our pricing for discussion and bidding purposes only. It is not an agreement, or an offer to enter into an agreement. Neither party is obligated in any way to the other until a formal agreement is signed by an authorized officer or representative of each company.

Price quote is valid for 30 days and can only be secured with a signed contract or purchase order.

(1) MOVE(S) - Additional mobilizations and production loss to be negotiated as it occurs.

Price is subject to change upon receipt of approved plans and specification.

Price is based on plans and specifications.

Price is firm for all work performed up to **8/31/23**. Price is subject to increase for all work performed after **8/31/23**.

- DIR # 1000011559

EXCLUSIONS: (Unless Noted Above)

1. Subgrade to be minimum +/-0.10' (to Balance) or to required percentage by others. Subgrade preparation, scarification, fine grading or compaction.
2. Engineering, staking, surveying, testing or inspections & engineered traffic control plan.
3. Permits, bonds, and/or fees of any kind
4. Soil testing, compaction tests and inspection fees
5. Plans, Design and/or engineering of shoring/bracing and/or sewer bypassing
6. Wall, dock drains, trench drains, grease interceptors, oil/sand separators or lint traps.
7. Dewatering, pumping, or ground water of any kind.
8. Drying, mixing, or aeration of wet soils, and stabilization of wet trenches.
9. Water, water meters or flood testing.
10. Removal & replacement of unsuitable, hazardous, or contaminated materials.
11. Removal or obstruction of buried and unforeseen obstructions.
12. Traffic Control Plans, design, engineering, installation, k-rail, maintenance, or flagman
13. Protection of manholes, catch basins, water valves, hydrants, or cleanouts.
14. Asphalt patching around water valves, cleanouts, sewer or storm drain manholes.
15. Installation of gas, communication, electrical, landscaping trenches or conduit work.
16. Potholing, relocating, locating, jumping, capping or abandoning of buried utilities, lines, wires, or pipes (horizontal or vertical) not on plans will be the responsibility of the Owner/General.
17. Exporting, relocating, stockpiling. Excess trench spoil material will be left on site along trench.
18. SWPPP, wash out bins, street sweeping, track out equipment, installation, replacing, or maintaining of such, covering or surrounding piles with visqueen, sandbags, or waddles.
19. Concrete or asphalt replacement.
20. Fire Risers to be installed prior to foundations and slabs. (Fire Risers by Others)

PETERSON

Grading & Paving, Inc.

LICENSE#782357 DIR# 100011559 | CERTIFIED SMALL BUSINESS
515 W. CULLY DR. ORANGE, CA. 92865 | PH: 714.279.3995 FAX: 714.279.3925

PROPOSAL

21. Coring of concrete for installation of signposts.
22. Off-site work, temporary striping, cat tracking thermoplastic striping.
23. Header board.
24. Reflective cracking.
25. Cleaning of pavement other than with power blowers.
26. Backfill to be native soils without screening / Dust control during non-working hours.
27. Phasing, backing out portions of work / utilities installed before building construction.
28. Demolition, saw-cutting, removals, cold planning, import/export of fill materials.
29. Cost of disposal of materials if "Paving Fabric" is found under existing pavement.
30. Removal of excess soil below ____".
31. Adjusting of valves, manholes or utilities and patching for same.
32. Trench patching or patching for other trades.
33. Rock base under concrete and concrete work.
34. Grass and or vegetation growing through asphalt.
35. Prime coat, fog seal, seal coat, striping, wheel stops, fire department striping, black out existing striping and crack fill.
36. Truncated Domes, Steel Bollards.
37. Not responsible for damage to newly placed seal coat caused by power steering, tire scuffing or irrigation run-off.
38. Sealcoat being tracked onto concrete by vehicles and pedestrians.
39. Sealcoat not adhering to oily pavement.
40. Permits, bonds, prevailing wage rates and fees.
41. Traffic control.
42. Price excludes nighttime, weekend or holiday work unless otherwise noted.
43. Project Labor Agreements.

Payment due upon completion and acceptance; however, should more than 30 consecutive calendar days be required to complete the above items, owner will make progressive payments upon the receipt of invoice(s) covering work completed to date of invoice. This proposal with terms and conditions as provided above when signed in the space indicated becomes a firm and binding contract.

TERMS: 100% DUE UPON PRESENTATION OF INVOICE. In the event payment is not received within 30 days of completion of work, interest will accrue from the date of completion until paid at a rate of 8%. ATTORNEY FEES: In the event Peterson Grading & Paving, Inc. is required to retain the services of an attorney to enforce any of the terms of this Proposal & Contract and/or to seek payment due to Peterson Grading & Paving, Inc., Client will be responsible for payment of all such legal fees and costs, whether or not a lawsuit, arbitration, or mediation occurs.

INSURANCE: In the event that a waiver of subrogation is required by contract an additional fee will apply. Not inclusive in bid.

NOTE: This proposal may be withdrawn by Peterson Grading & Paving if not accepted within 30 days.

WARRANTY: The persons signing this Proposal and Contract represent and warrant that they have authority to bind the parties on whose behalf they are signing.

Accepted: _____

Approved: Jake Straub

Title: _____

Title: Project Manager

Date: _____

Date: June 23, 2023

Demo/Rehab Boundary

Little Lake City
School District

Pioneer Blvd

Pioneer Blvd

Pioneer Blvd

Pi
Map d

Demo/Rehab Boundary

Google

10515

10503



City of Santa Fe Springs

City Council Meeting

July 18, 2023

PRESENTATION

Recognition of the 2023 Beautification Award Recipients

RECOMMENDATION:

- Recognition of the 2023 Beautification Award Recipients

BACKGROUND

Each year, the City gives Beautification Awards to business and home owners who go above and beyond to keep their properties looking beautiful. This year, the Historical & Community Preservation Advisory Committee organized, judged and selected the award winners. Judging for residences took place on Monday, June 12th and Thursday, June 15th for businesses. The properties were judged on their landscaping, curb appeal and other grading criteria. In order to recognize a variety of properties, winners from the past five years were not eligible.

The Beautification Awards Program shows visitors and neighbors that the City of Santa Fe Springs recognizes the importance and value of keeping our City beautiful. This year, the Committee selected 10 businesses and 10 residences as having met exceptionally high standards to receive this prestigious award. Each winner will receive a commemorative plaque displaying a photograph of their property and a yard sign indicating that their house or business is among the most visually appealing and aesthetically maintained properties in the City of Santa Fe Springs.

The Mayor may call upon Deborah Raia, Library Services Manager, to assist with the presentation.

Tom Hatch
Interim City Manager

Attachment:

1. Beautification Slides



11238 Sibert St.



11203 Sibert St.



11230 Roxabel St.



9206 Bartley Ave.



9127 Bartley Ave.



11143 Shade Lane



11728 Idalene St.



11644 Glenworth St.



11548 Davenrich St.



12147 Lakeland Rd., 35 A





Bligh Pacific - Roof Company
11043 Forest Pl.



Ziglift Material Handling
12640 Allard St.



Ecowise Inc.
13538 Excelsior Dr.



Blaine Labs
11037 Lockport Pl.



Rio Hondo College Fire Academy
11400 Greenstone Ave.



Trojan Battery Company
12380 Clark St.



American Compressor Company
10144 Freeman Ave.



Bodycote
9921 Romandel Ave.



Rove Concepts
8201 Sorensen Ave.



KB Construction
10135 Geary Ave.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 19C

July 18, 2023

PRESENTATION

Introduction of New Employee, Jose Larios, Associate Civil Engineer

RECOMMENDATION

The Mayor may wish to call upon Interim Director of Public Works, Yvette Kirrin, to introduce Jose Larios.

Jose Larios is the new Associate Civil Engineer in the Engineering Division of the Public Works Department. His first day of work was July 10, 2023. Jose is present at tonight's Council meeting to be introduced to the City Council and the community.

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

Tom Hatch
Interim City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 19D

July 18, 2023

PRESENTATION

Every 15 Minutes Program – St. Paul High School (Police Services)

RECOMMENDATION

- The Mayor may wish to call upon Family and Youth Intervention Program Supervisor, Rick Brown, to discuss the “Every 15 Minutes” Program, show a short video of the program and recognize supporting agencies.

On May 24th and 25th, 2023, the Department of Police Services, Family and Youth Intervention Team with the assistance of SFS Fire-Rescue, Whittier Police Department, California Highway Patrol and several local agencies, participated in the “Every 15 Minutes” Program.

The two-day program focuses on challenging high school juniors and seniors to think about drinking and driving, personal safety, and the responsibility of making mature decisions when it comes to alcohol consumption.

This meaningful program brought together a broad coalition of external agencies, groups, and City Departments for the common goal of reducing alcohol-related traffic fatalities among youth. The California Highway Patrol and St. Paul High School have both remained strong supporters and active program participants for over a decade. Their active involvement, funding, and participation allow the “Every 15 Minutes” to successfully reach the youth in our community, and contribute to the prevention of tragic situations involving alcohol and unsafe driving in the future.

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

Tom Hatch
Interim City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 22

July 18, 2023

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	3	Rounds
Historical & Preservation	1	Zamora
Historical & Preservation	2	Sarno
Historical & Preservation	4	Martin
Family & Human Svcs	1	Rounds
Family & Human Svcs	1	Rodriguez
Parks & Recreation	4	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	2	Rodriguez
Senior	1	Rounds
Senior	3	Zamora
Senior	2	Sarno
Senior	4	Rodriguez
Senior	3	Martin
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	2	Zamora
Youth Leadership Committee	3	Sarno
Youth Leadership Committee	2	Rodriguez
Youth Leadership Committee	4	Martin

Applications Received: None

Recent Actions: Julie Garcia was removed from the Historical and Community Preservation Advisory Committee. Aaron Doss was removed from the Youth Leadership Committee (graduated).

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

Tom Hatch
Interim City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar Vacant Vacant Vacant	
Zamora	Hilda Zamora* Marina Gurrola Mary Arias Vacant	
Sarno	Vacant Sally Gaitan Jeannette Lizarraga Vacant	
Rodriguez	Elena Lopez* Mark Scoggins Gloria Maghame Blake Carter*	
Martin	Vacant Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Miriam Herrera Gilbert Aguirre Vacant	
Zamora	Francis Carbajal* Gabriela Garcia Christina Colón	
Sarno	Janie Aguirre Peggy Radoumis Dolores Duran	
Rodriguez	Adrianne Karnofel Elena Lopez* Vacant	
Martin	Bonnie Fox Laurie Rios* Kerry Ann Cobos	

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar	
Zamora	Hilda Zamora*	
Sarno	Peggy Radoumis	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Elena Lopez*
Historical & Comm. Preservation Committee	Gloria Maghame
Planning Commission	Vacant
Chamber of Commerce	Vacant

Council/Staff Representatives

Council Liaison	Bill Rounds
Council Alternate	Vacant
City Manager	Vacant
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Rounds

APPOINTED BY

NAME

**TERM EXPIRES
DEC 31, 2024**

Rounds

David (Kurt) Hamra
Joe Avila
Eddie Barrios
Ralph Aranda
William Logan

Zamora

Vacant
John Mora
Vacant
Vacant
Vacant

Sarno

Dani Cook
Kerry Ann Cobos
Jeannette Lizarraga
Mark Scoggins
Vacant

Rodriguez

Priscilla Rodriguez
Lisa Garcia
Johnny Hernandez
Vacant
Vacant

Martin

Elizabeth Ford
Andrea Lopez
Nancy Krueger
Dolores Romero
Mary Anderson

**Indicates person currently serves on three committees*

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY		NAME
Rounds		David Ayala
Sarno		Joseph Flores
Rodriguez		Francis Carbajal*
Martin		John Mora
Zamora		Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Astrid Shesterkin Dolores Romero Paul Nakamura Yoko Nakamura Vacant	
Zamora	Hilda Zamora* Josefina Lara Vacant Vacant Vacant	
Sarno	Gilbert Aguirre Janie Aguirre Bonnie Fox Vacant Vacant	
Rodriguez	Johnny Hernandez Vacant Vacant Vacant Vacant	
Martin	Dolores Duran Vacant Nancy Krueger Vacant Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Rounds	Sally Gaitan
Sarno	Johana Coca
Rodriguez	Felix Miranda
Martin	Linda Vallejo*
Zamora	Blake Carter*

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Martin

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Jilliana Casillas Jaeleen Casillas Vacant Vacant	
Zamora	Vanessa Doss Valerie Gamboa Vacant Vacant	
Sarno	Vacant Valerie Bojorquez Vacant Vacant	
Rodriguez	Zulema Gamboa Jisel Morales Vacant Vacant	
Martin	Vacant Vacant Vacant Vacant	

Ineligible Members for Various Committees/Commissions

Historical & Community Preservation

Julie Garcia (*until December 2023*)

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Blake Carter (*until November 2023*)

Planning Commission

Senior

Traffic Commission

Youth Leadership