



CITY OF SANTA FE SPRINGS
SPECIAL MEETING OF THE CITY COUNCIL
AGENDA

SATURDAY, MAY 25, 2024
AT 8:00 A.M.

GUS VELASCO NEIGHBORHOOD CENTER
9255 PIONEER BLVD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Ivy M. Tsai

CITY STAFF

Assistant City Manager
Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Parks & Recreation
Director of Community Development
Director of Police Services
Director of Public Works

Nicholas Razo
Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Gus Hernandez
Cuong H. Nguyen
Dino Torres
James Enriquez

NOTICES

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.

Public Comments: 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 on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. 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.

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS

At this time, the general public may address the City Council on agenda items *only*. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the City Council.

CLOSED SESSION

1. **CLOSED SESSION**
PUBLIC EMPLOYMENT
(Pursuant to California Government Code Section 54957(b)(1))
TITLE: City Manager Evaluation

2. **CLOSED SESSION REPORT**

CONSENT AGENDA

3. **AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT WITH TEAMCIVX, LLC FOR COMMUNICATION AND INFORMATION SERVICES**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve and authorize the City Manager to execute Amendment Number One to the Professional Services Agreement with TeamCivX, LLC for Communication and Information Services; and
- 2) Take such additional, related action that may be desirable.

STUDY SESSION

4. **FISCAL YEAR 2024-25 PROPOSED BUDGET – BUDGET INTRODUCTION**

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 24 hours 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.



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: René Bobadilla, P.E., City Manager

SUBJECT: AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT WITH TEAMCIVX, LLC FOR COMMUNICATION AND INFORMATION SERVICES

DATE: May 25, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve and authorize the City Manager to execute Amendment Number One to the Professional Services Agreement with TeamCivX, LLC for Communication and Information Services; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Amendment Number One to the Professional Services Agreement with TeamCivX, LLC contains a not-to-exceed limit of \$97,850.00.

BACKGROUND

On April 30, 2024, the City entered into a professional services agreement with TeamCivX, LLC under the City Manager's authority pursuant to Sections 34.18(A) and 34.21(B) of the Code of Santa Fe Springs, for TeamCivX to provide communication and information services to the City relating to a potential measure for the 2024 ballot. Staff recommends the City Council approve Amendment Number One to the agreement to allow for continued services through the election, in an amount not to exceed \$97,850.00. This amount includes a monthly fee of \$8,200.00 for unlimited services, allows for a survey to be conducted at an all-inclusive cost of \$31,950.00, and allows for an informational mailer at a cost ranging \$7,800.00-\$8,500.00 if requested by the City. The

Amendment Number One to Professional Services Agreement with TeamCivX, LLC for Communication and Information Services

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agreement may be terminated at any time by the City if the City determines that services are no longer needed, and partial months of service would be prorated.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Amendment Number One would be effective upon approval by the City Council and execution by the City and TeamCivX.

ATTACHMENT(S):

- A. Amendment Number One to Professional Services Agreement with TeamCivX, LLC
- B. Professional Services Agreement with TeamCivX, LLC

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

**AMENDMENT NUMBER ONE TO
PROFESSIONAL SERVICES AGREEMENT
WITH
TEAMCIVX, LLC**

This Amendment Number One ("Amendment") is made and entered into this 25th day of May, 2024, by and between the City of Santa Fe Springs, a California municipal corporation ("City") and TeamCivX, LLC, a California limited liability company ("Consultant").

WHEREAS, the City and Consultant previously entered into an agreement on April 30, 2024, for Consultant to provide communication and information services ("Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement in order for Consultant to continue to provide necessary services.

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

1. Section 5(A) of the Agreement is amended to read as follows:
 - 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 A. This amount shall not exceed Ninety-Seven Thousand Eight Hundred Fifty Dollars (\$97,850.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

René Bobadilla, City Manager

Date: _____

Joy Kummer, Partner

Date: _____

ATTEST:

Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
TEAMCIVX, LLC**

This Professional Services Agreement ("Agreement") is made and effective as of April 30, 2024 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and TeamCivX, LLC, a California limited liability company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

Consultant shall perform the services described and set forth in Consultant's Proposal, attached hereto as Exhibit A, 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 contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. City agrees to pay Consultant monthly in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A.
- 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. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. 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. 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. Consultant shall be responsible for costs incurred by the City due to Consultant's failure to comply with this section. The City shall 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. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties"), from and against any and all claims, demands, actions, suits, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, arising out of or in any way connected with the performance of Consultant, its officers, agents, employees, and/or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) under this Agreement, including all negligent acts or omissions, or willful misconduct, whether active or passive, on the part of Consultant, its officers, agents, employees, and/or subconsultants. Consultant's duty to indemnify and hold harmless the Indemnified Parties shall not extend to the sole negligence or willful misconduct of the Indemnified Parties.
- B. Duty to Defend. In the event the Indemnified Parties, individually or collectively, are made a party to any claim, action, lawsuit, or other adversarial proceeding

arising or alleged to arise out of or is in any way connected with the performance of Consultant's services under this Agreement, and upon demand by the City, Consultant shall immediately defend the Indemnified Parties at Consultant's 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 of such matters, regardless of whether or not Consultant, its officers, agents, employees, and/or subconsultants are specifically named or otherwise asserted to be liable, and regardless of whether or not there is any evidence of finding of fault or wrongdoing by Consultant, its officers, agents, employees and/or subconsultants. Payment by the City is not a condition precedent to enforcement of this provision.

- C. In the event of any dispute between Consultant and the City as to whether liability arises from the sole negligence or willful misconduct of the City or its officials, 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 Indemnified Parties as solely negligent or to have acted with willful misconduct. 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 B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social

Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO CITY 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 with respect to any project or property located within 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: City Manager

To Consultant: TeamCivX, LLC
21 Orinda Way
Suite C-191
Orinda, CA 94563
Attention: Joy Kummer

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. NON-EXCLUSIVE AGREEMENT

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

23. ATTORNEYS' FEES

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

24. CONSTRUCTION

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

25. WAIVER

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

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant 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 signature or electronic transmittal of signatures shall have the same effect 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

DocuSigned by:



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René Bobadilla, City Manager

Date: 5/6/2024

CONSULTANT

DocuSigned by:



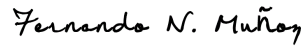
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Joy Kummer, Partner

Date: 4/30/2024

ATTEST:

DocuSigned by:



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Fernando Muñoz, Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Ivy M. Tsai
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Ivy M. Tsai, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



Proposal for Communication and Information Services

Prepared for:
City of Santa Fe Springs

April 18, 2024

By: Joy Kummer, Partner
TeamCivX



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Executive Summary

It has always been a pleasure working with the City of Santa Fe Springs in the past, and I am appreciative of the opportunity to provide information for services to the City of Santa Fe Springs as part of your Outreach Consultant Services for your potential measure on the November 2024 ballot.

TeamCivX is a team of seasoned professionals with decades of experience helping Cities and other public agencies navigate the ballot measure process to achieve locally controlled funding. We are a project management and communications consultants with unmatched experience evaluating the feasibility of local funding measures, designing measures for the ballot that align with community priorities and implementing informational communication efforts to raise awareness of your needs and a potential ballot measure.

We are respected in our industry as good “team players” that pay attention to the nuances of every community where we work to develop the customized strategies needed to meet our client’s needs.

TeamCivX is uniquely positioned to support the City of Santa Fe Springs for the following reasons:

Unmatched Experience and Expertise. The partners at TeamCivX have been the leaders in helping California agencies, including Santa Fe Springs, develop and pass tax measures to fund operational, facility and infrastructure needs. Statewide, we’ve helped many cities with sales taxes, TOT measures, business license tax measures, documentary/real estate transfer taxes, cannabis-related measures, Prop 218 measures and others. You can see our full client list at www.TeamCivX.com.

Capacity to Serve You. TeamCivX’s seasoned partners and well-trained staff have both the knowledge and the capacity to serve your needs throughout this process. I will be the main point of contact for the entire term and will be supported by one of our experienced Consultants who will help manage project logistics to ensure the plans I develop are executed on time, on budget and with precision.

Experience with Information, Not Advocacy. We have extensive experience helping cities and other public agencies craft effective public informational materials that don’t cross the line into advocacy.

If you have questions or need additional information, please don’t hesitate to contact me on my cell phone at 510-914-0028 or jkummer@TeamCivX.com.

Thank you,



Joy Kummer Esq., Partner



Services

The partners and staff at TeamCivX have decades of experience helping public agencies navigate the ballot measure process to achieve locally controlled funding. We believe in the civic process and work hard to bring people together to build stronger communities. Our recommended approach is outlined below, listed sequentially as we work towards placing a measure on the November 2024 ballot.

Through the entire process, TeamCivX will create a master timeline with all revenant partners and act as the overall project manager from start to finish. This helps ensure staff have the support they need every step of the way.

Phase 1: Feasibility Assessment

During Phase 1, TeamCivX will work with your team and FM3 to help you assess the basic viability of a potential revenue measure and identify the strategic elements needed to maximize the chances for success. We'll help ensure you are asking the right strategic questions so that we can get an honest assessment of the options available to us and begin to develop a roadmap to a viable measure.

TeamCivX will conduct a thorough assessment of the local political landscape, analyze recent election results and work with FM3 as they design a statistically reliable opinion survey of your local voters.

With key strategic questions answered through the feasibility assessment, our team will provide you with specific recommendations on how to structure your potential measure, when to go to the ballot, and communication strategies that are needed to support your efforts. If a revenue measure does not appear to be viable at the current time, we will tell you that.

Phase 2: Awareness Building

Our next step is to develop and implement an informational communications plan to raise awareness of your needs, while also introducing your proposed measure and providing opportunities for community input. While cities and public agencies are legally prohibited from advocating for the passage of a revenue measure, you can educate and inform your community about your needs and plans.

To build community awareness, TeamCivX will work with the City to implement an informational communications effort that will include the following components:

- Develop informational messaging and fact sheets to be distributed in the community.
- Provide talking points, frequently asked questions and a message training to city and community leaders who will be interfacing with the public on this issue.
- Provide content related to your needs and proposed measures to be added to your website, used in social media, and included in email updates and newsletters.
- Prepare PowerPoint presentations for public and community meetings.
- Write design and produce mailings to inform local residents.
- Develop plans to inform internal groups, including councilmembers, bargaining units, City staff.
- Develop plans to inform external groups, including current and former elected leaders, business leaders, faith community leaders, ethnic community leaders, taxpayer groups and others.



We will write all copy, handle the graphic design, coordinate print and mailing and handle any ad buys as needed. We will just need for you to review content and designs and make sure the information is accurate and has the right feel for your community. We will also need to coordinate with those who manage your various social media accounts.

Phase 3: Measure Development

Based on the results of the feasibility assessment and community input received during the awareness building efforts, we will work with your team to develop the measure for the ballot so it aligns with your needs and the community's priorities and sensitivities. Working with your team, city attorney and other experts to accomplish this work, we will:

- Recommend final specifics for the measure.
- Refine the final funding plans to reflect community priorities and ensuring programs eligible for funding are described in clear language the general public will understand.
- Work with legal counsel to develop the 75-word ballot questions.
- Work with legal counsel to develop and refine all language appearing in the ballot pamphlet mailed to all voters.
- Attend council meetings as needed to provide updates, share information on measure development, first readings and eventual vote if they decide to move forward.
- Work with local elections officials to ensure your measure qualifies for the ballot.

**** The deadline to qualify for the November 2024 ballot is August 9, 2024.***

With these steps complete, your measure will be on the ballot. Since public agencies cannot advocate for ballot measures, an independent campaign committee will need to be formed to run an advocacy campaign in support of the measure. TeamCivX provides campaign consulting services to independent campaign committees, but those services are not part of this proposal since an independent group must lead the campaign.



Firm Information / Organization

TeamCivX is a Limited Liability Company managed by its five founding partners: Charles Heath, Jared Boigon, Barry Barnes, Joy Kummer, and Jeremy Hauser. Additionally, we have eight Consultants and 4 paid interns who provide project support, in addition to our independent art and production team.

There will be two members from TeamCivX staffing this project, Joy Kummer and a consultant in our firm. As a founding partner at TeamCivX, Joy will serve as the Strategic Lead for the project. She will play the leading role in guiding the overall strategic vision and approach, ensuring all communications strike the right tone and message for your community and managing the entire process from feasibility to balloting. The assigned consultant will work directly with the partner to coordinate all deliverables, timelines and deadlines, executing communications plans and ensuring that all aspects of the project are completed accurately, on-time and with precision.

In addition to partners and staff, TeamCivX has a well-developed network of contract graphic designers, videographers, photographers, printers, mailhouses, ad buyers, and other professional resources that will be utilized as needed to execute planned strategies. Our firm is fully remote, with all professionals based in either Northern or Southern California.



Staffing

JOY KUMMER, Founding Partner of TeamCivX

Joy is a founding partner of TeamCivX, and brings over 25 years of political, legal and community service experience to each of her clients and causes. Over the past several years, Joy has been successful in helping public agencies in all regions of California develop local public finance measures for the ballot and achieve voter support—raising billions of dollars for counties, cities, schools, hospitals, community colleges, special districts and other much-needed community projects.

Joy worked directly with several cities in recent years on revenue measures, including the City of Ontario, City of La Plama, City of San Bernardino, City of Redlands, City of Murietta, City of Laguna Beach, City of Whittier, City of Santa Fe Springs, City of Burlingame, City of Kerman, and many more. Part of Joy's success is in the relationships she builds with her clients, focusing in on their specific needs and working together to build a communication and community plan that allows them to reach their goals. She is known for her can-do attitude, friendly smile and willingness to listen and collaborate as a team to find the right solution.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in Communications from Montana State University–Billings. Joy is a member of the California State Bar in good standing. Prior to co-founding TeamCivX, Joy was a partner at her former consulting firm, served as Regional Field Director for U.S. Senator Max Baucus (D-MT) and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA.

Joy and her husband Todd live in Oakland where they enjoy cheering on the Warriors and Cal Bears. Joy is a proud mother and grandmother, occasional yoga instructor, slow and steady distance runner, roller coaster enthusiast and gluten-free baker.



Fee Summary

As is standard in our industry, TeamCivX contracts on a monthly fee basis during the period of our engagement. For a city the size of Santa Fe Springs, our monthly consultant fee is \$8,200. Our fee will not change regardless of how many times you need us on the phone, responding to emails or attending video meetings. TeamCivX doesn't want you to hesitate to call when you need us.

Our contract can be canceled at any time should you decide not to move forward. Partial months of service would be prorated.

As an optional service, we can produce and mail informational mailers to the community or develop and implement a digital advertising program. We estimate an informational mailer to all approximately 11,335 registered voters to cost between \$7,800 - \$8,500 depending on exact specifications and quantities.

The cost of an 18 minute dual-mode survey (text, email, phone) by FM3 of 300 voters in Spanish and English, would be \$31,950 and is inclusive of all tasks and deliverables

EXHIBIT B

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.

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.

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.