



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

TUESDAY, MAY 6, 2025
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

William K. Rounds, Mayor
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Councilmember
Juanita Martin, Councilmember
John M. Mora, Councilmember

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

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

Nicholas Razo
Chad Van Meeteren
Aviv Bar
Cuong Nguyen
Maricela Balderas
Julio Morales
Gus Hernandez
Arlene Salazar
James Enriquez
Fernando N. Muñoz

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City's YouTube Channel and can be accessed on the City's website via the following link:

https://santafesprings.gov/city_council/city_council_meetings/index.php

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, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$500 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.gov. 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.

Council Meeting Start Times: If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

Please Note: Staff reports and supplemental attachments are available for inspection online and 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

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. PROCLAMATION – “SANTA FE SPRINGS HISTORY DAY” – 68TH ANNIVERSARY (COMMUNITY SERVICES)
2. PROCLAMATION – MENTAL HEALTH AWARENESS MONTH (COMMUNITY SERVICES)
3. PROCLAMATION – AUTISM AWARENESS MONTH (COMMUNITY SERVICES)
4. PROCLAMATION – NATIONAL POLICE WEEK (POLICE SERVICES)
5. RECOGNITION OF MAYOR’S PRAYER BREAKFAST SPONSORS (PARKS & RECREATION)

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. 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.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

6. INTRODUCTION OF ORDINANCE NO. 1159 – AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENTS FROM TEN (10) TO TWENTY (20) DAYS (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

- 1) Open the Public Hearing; and

- 2) Receive comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- 3) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 4) Introduce by title only and waive further reading of Ordinance No. 1159:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS; and

- 5) Take such additional, related action that may be desirable.

OLD BUSINESS

7. BOXCAR MURAL SUBMISSIONS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and approve the Boxcar Mural winner submission; and
- 2) Authorize the Director of Community Services to contract with a professional artist to digitize the artwork for vinyl wrap production and installation on the boxcar; and
- 3) Authorize the allocation of funds from the Public Art and Art Education Program (10511001) for all expenses related to the Boxcar Mural Project; and
- 4) Take such additional, related action that may be desirable.

REGULAR BUSINESS – NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

HOUSING SUCCESSOR

8. MINUTES OF THE APRIL 1, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

9. **MINUTES OF THE APRIL 1, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

10. **MINUTES OF THE APRIL 1, 2025 CITY COUNCIL MEETINGS (CITY CLERK)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

11. **REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME): AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (FIRE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the Fire Chief to advertise a Request for Proposals to fill a 2023 State Homeland Security Program grant funded Regional Training Group (RTG) Civilian Assistant Planning Coordinator (Part Time) position; and
- 2) Take such additional, related, action that may be desirable.

12. **DEFERRED COMPENSATION 401(A) PROGRAM (HUMAN RESOURCES)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the amendment to the City's existing 401(a) benefit plan for all Associations pertaining to the City's Deferred Compensation program.

13. **SAFETY SERVICES INFRASTRUCTURE NEEDS ASSESSMENT – AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Westgroup Designs, Inc. for architectural services for the Safety Services Infrastructure Needs Assessment for a total not-to-exceed fee of \$99,880; and

- 2) Authorize the City Manager to execute the agreement; and
 - 3) Appropriate \$100,000 from the Utility Users Tax (UUT) Capital Projects Reserve Fund for the project: and
 - 4) Take such additional, related action that may be desirable.
14. **AUTHORIZE THE PURCHASE OF HANDHELD RADIOS AND REPEATERS FOR POLICE SERVICES, PUBLIC WORKS, AND PARKS & RECREATION (POLICE SERVICES)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the Director of Police Services to issue a purchase order to CommLine, Inc. in an amount not-to-exceed \$87,277 to facilitate the procurement of (80) Kenwood NX 1300 handheld radios, (3) Kenwood VP 8000 emergency radios, and (2) DMR/UHF repeaters including hardware, wiring materials, programming and installation; and
- 2) Authorize a budget transfer from Parks and Recreation Contractual Services 10106110-542050 in the amount of \$10,000 and Public Works-Street Maintenance Supplies 10432001-521000 in the amount of \$50,000 to Public Safety Officer Patrol-Miscellaneous Equipment Replacement 10102220-523030 for the above listed services; and
- 3) Appropriate \$27,277 from the General Fund to cover the remaining costs related to the above purchase and installation costs; and
- 4) Take such additional, related action that may be desirable.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.gov; 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: Cuong Nguyen, Director of Community Development

SUBJECT: INTRODUCTION OF ORDINANCE NO. 1159 – AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS

DATE: May 6, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Open the Public Hearing; and
- 2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- 3) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and
- 4) Introduce by title only and waive further reading of Ordinance No. 1159:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS; and

- 5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

Effective January 1, 2025, Assembly Bill 2904 (“AB 2904”) requires local governments to increase public hearing noticing from ten (10) days to at least twenty (20) days before conducting a Planning Commission public hearing on a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property.

ANALYSIS

The proposed Ordinance will implement this state mandate and create local standards for public hearing notices related to zoning ordinances and zoning ordinance amendments heard before the Planning Commission. Because this Ordinance does not affect a permitted use of property and is being heard by the City Council, only ten (10) days notice was required in advance of this hearing.

ENVIRONMENTAL

This Ordinance is exempt from California Environmental Quality Act (“CEQA”) pursuant to the common sense exemption (CEQA Guidelines Section 15061(b)(3)), which provides that CEQA applies only to projects which have the potential to have a “significant effect on the environment,” as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382. Because the approval of this Ordinance does not authorize specific physical improvements or developments, it can be seen with certainty that adoption would not result in direct or indirect environmental impacts and would not have a significant effect on the environment.

SUMMARY

Staff is recommending that the City Council approve and adopt Ordinance No. 1159 to effectuate the proposed amendments to the text of the City’s Municipal Code and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

ATTACHMENT(S):

A. Ordinance No. 1159

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ORDINANCE NO. 1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTIONS 155.862, 155.863, AND 155.813 OF THE SANTA FE SPRINGS MUNICIPAL CODE TO CHANGE PUBLIC HEARING NOTICING REQUIREMENT FROM TEN (10) TO TWENTY (20) DAYS

WHEREAS, effective January 1, 2025, Assembly Bill 2904 ("AB 2904") requires local governments to increase public hearing noticing from ten (10) days to at least twenty (20) days before conducting a Planning Commission public hearing on a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property; and

WHEREAS, because this Ordinance does not affect the use of real property, only ten (10) days public notice is required in advance of City Council review; and

WHEREAS, the City finds it necessary to amend the Santa Fe Springs Municipal Code to enact provisions that comply with the new state noticing law under Government Code Section 65854.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Section 155.862 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"Notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the city at least ten days prior to the public hearing. However, notice shall be published at least twenty days prior to the public hearing when the item to be considered is a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property."

Section 3. Section 155.863 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"(A) At least ten days prior to the public hearing, the Director of Community Development shall cause a notice of the public hearing to be sent first-class mail to all owners.

(B) Notice in Section (A) shall be mailed at least twenty days prior to the public hearing when the item to be considered is a proposed zoning ordinance or zoning ordinance amendment that affects a permitted use of real property."

Section 4. Section 155.813 of Chapter 155 (Zoning) of Title VX (Land Use) of the Santa Fe Springs Municipal Code is hereby amended to read as follows:

"(A) If the Commission or Council intends to revoke any permit or approval granted by said Commission or Council, written notice of the time and place of the hearing shall be sent by

registered mail to the owner or operator of the premises involved at least ten days prior to said hearing.

(B) Notice in Section (A) shall be mailed at least twenty days prior to the Planning Commission public hearing when the permit or approval can only be revoked by zoning ordinance.”

Section 5. In accordance with the California Environmental Quality Act (“CEQA”) (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*) the City Council determines that this Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), because the approval of this Ordinance does not authorize specific physical improvements or developments, and future projects would be subject to environmental review under CEQA. Therefore, it can be seen with certainty that the adoption of this Ordinance would not result in direct or indirect environmental impacts and would not have a significant effect on the environment.

Section 6. 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 affect the provisions of this Ordinance.

Section 7. If any section, subsequent subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, 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 section, subsections, phrases, or clauses may be declared unconstitutional or invalid.

Section 8. This Ordinance shall take effect thirty (30) days after its final passage by City Council, after which the City Clerk of the City of Santa Fe Springs shall certify the same be published in the same manner required by law.

PASSED and ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ASTAIN:

William K. Rounds, Mayor

ATTEST:

Fernando Munoz, City Clerk



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: Maricela Balderas, Director of Community Services

SUBJECT: BOXCAR MURAL SUBMISSIONS

DATE: May 6, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Review and approve the Boxcar Mural winner submission; and
- 2) Authorize the Director of Community Services to contract with a professional artist to digitize the artwork for vinyl wrap production and installation on the boxcar; and
- 3) Authorize the allocation of funds from the Public Art and Art Education Program (10511001) for all expenses related to the Boxcar Mural Project; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The estimated cost for this project ranges from \$16,500 up to \$45,800, which includes a new boxcar information kiosk, vinyl print wrap, the commission of a professional artist to digitize the selected artwork, and all installation costs. It is requested that this project be funded through the Public Arts and Art Education Program (10511001). There is no impact to the General Fund.

BACKGROUND

On October 15, 2024, staff presented to City Council three recommended options to replace the original "Santa Fe Springs Oranges" mural painted by artist Mary McMenamin on the boxcar located at Heritage Park. Upon review of the recommendations, the City Council directed staff to create a boxcar mural contest for Santa Fe Springs students. The contest provided a space for student artists to share their talents and show how positive community collaboration can work to preserve the historical and cultural beauty of public

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 6, 2025

BOXCAR MURAL SUBMISSIONS

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art in the City. Students were required to be City of Santa Fe Springs residents, 12 years and older, who attend middle school, high school, junior college, or university.

The *Boxcar Mural Contest* was promoted for two and a half months from February through April 11, 2025, using various marketing methods, which included the *All Things Santa Fe Springs* activity brochure, flyers, social media posts, and working directly with teachers and administrators of Santa Fe Springs schools. Furthermore, students were provided general guidelines to ensure that the submitted work was created within the City's parameters to preserve the City's rich history and enhance the Railroad Exhibit's unique canvas for artists. The criteria are as follows:

The Boxcar Mural Contest Criteria:

- Must be the student's original artwork named on the entered art.
- The artwork must be original, unpublished, unique, and imaginative.
- Entries of the artwork must be accompanied by an explanation that highlights the theme clearly.
- Entries should be a high-resolution photograph, PDF, and/or scan of a physical artwork.
- AI-generated and AI-aided submissions are not permitted.
- When possible, encourage public engagement by inspiring community conversations, fostering interaction at Heritage Park, or incorporating elements that invite viewers to learn more about Santa Fe Springs' history and culture.
- No political, social statements or influences.
- When possible, represent a Santa Fe Springs message; message should reflect community values, history, and culture.
- Happy, uplifting, inspiring and colorful in nature.
- Mural designs shall be free of vulgar, offensive, or politically charged language and should be "family-friendly".
- No advertisements, logos, or copyrighted images.
- Works that contain or mention an organization, brand, pre-candidates, and candidates for elected office or political parties will not be accepted.
- Universal appeal – accepted and loved.
- Neon, fluorescent, or reflective type colors will not be accepted
- Keep the piece relevant to the City of Santa Fe Springs history, its values, culture, and people.
- If the mural contains a portrait of a person, it must have the corresponding authorization for the use of their image.
- Colors, though vibrant, should be complimentary and harmonious with the exterior colors of the Refrigerated Boxcar structure.
- Some theme ideas: natural beauty of Heritage Park, Santa Fe Springs history, Santa Fe Railway, art or education.
- Projects that do not meet all the design criteria/guidelines, will be eliminated from the contest. Moreover, the City of Santa Fe Springs reserves the right to accept or reject all entries.

ANALYSIS

Fourteen sketch submissions were received on the contest deadline of April 11, 2025, all from students of Santa Fe High School. Only seven of the submissions were from Santa Fe Springs residents, disqualifying the entries from the other contestants. On April 26, 2025, the seven art sketches were displayed at the *SFS Art Fest*, and on Tuesday, April 29, 2025, the *Heritage Arts Advisory Committee* (HAAC) reviewed the artwork to recommend the top sketches for the City Council's final winner selection. The HAAC scored the sketches using a scoring matrix totaling 40 points, evaluating the areas of creativity (10 pts.), connection to Santa Fe Springs (10 pts.), visual appeal (10 pts.), and message clarity (10 pts.). Below are the seven art sketch submissions reviewed by the HAAC:

- Submission #1

Artwork Title: The Santa Fe Dream



Description:

I gained inspiration from Santa Fe's history of growing many oranges, discovering farming oil, & Tongva dwelling.

- Submission #2

Artwork Title: Santa Fe Springs Water Spring

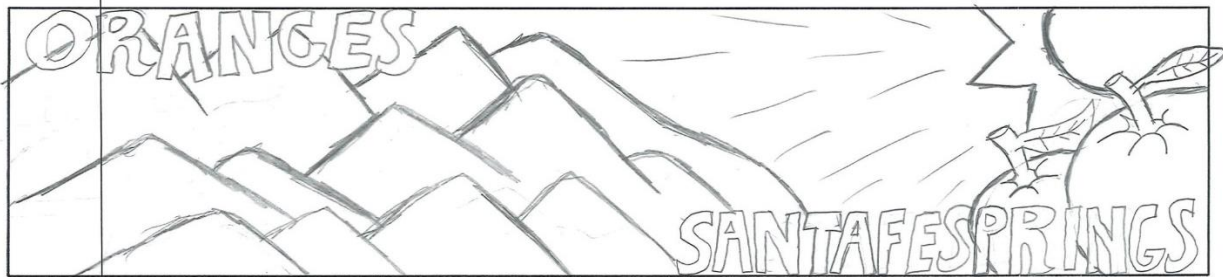


Description:

I thought that making a spring of water would go well because Santa Fe Springs. Spring of water. I also decided to add a piece of the original art the oranges so I made an orange tree. I also thought I should add something from Heritage, so I added the pink and purple flowers to make everything more colorful.

- Submission #3

Artwork Title: Valerie's Santa Fe Springs Boxcar

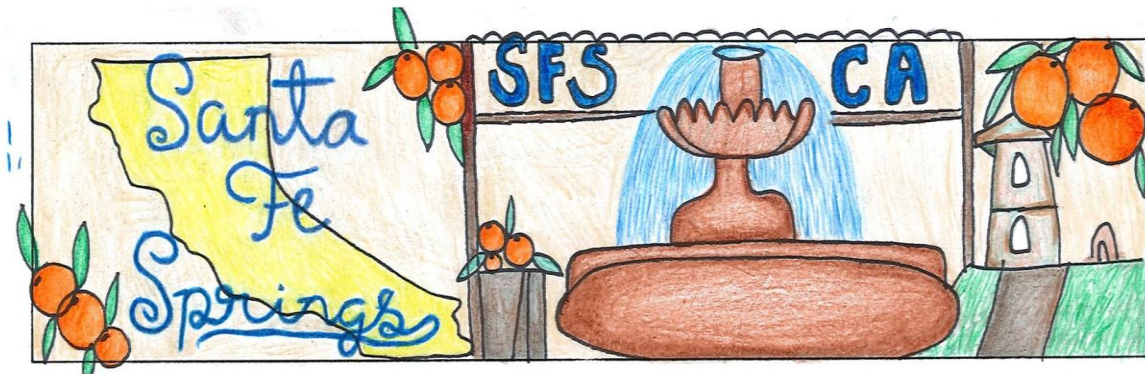


Description:

None

- Submission #4

Artwork Title: Heritage of Santa Fe Springs

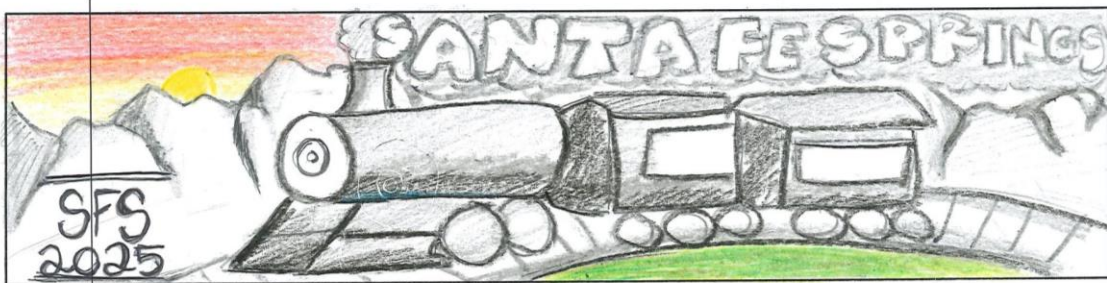


Description:

I took inspiration from the outline of what Heritage Park is about and looks like. From the fountain inside the flower wall, to the oranges, and also the piano house with the tree hut next to it. I also incorporated the California state sign and added our city name.

- Submission #5:

Artwork Title: Santa Fe Springs Mural



Description:

My artwork is what I think represents Santa Fe Springs the most. The train is something you see and hear on a daily basis in Santa Fe Springs. The inspiration for this artwork was for the people of Santa Fe Springs to enjoy and admire my artwork, and to take pictures of it. I came up with a nice sketch in nearly 15 minutes. As a resident of Santa Fe Springs, it is an honor for my sketch to be accepted by the city.

- Submission #6

Artwork Title: Santa Fe Springs Boxcar



Description:

I made an oldie type of art piece also including 2 of the schools known in Santa Fe. In my boxcar design I drew the Santa Fe high school logo and St. Paul logo. I also drew the popular heritage park train as well as the heritage park sign under the welcome to Santa Fe springs sign. I included an orange behind the welcome sign and a pioneer blvd street sign coming behind the chiefs logo. On the right side I included the swap meet sign with a old Volkswagen bug and the city of SF logo.

- Submission #7

Artwork Title: Boxcar Mural



Description:

I grew up in this city so most of what is shown in the picture comes from my childhood. The Native American chief shows what school I come from (SFHS). The ducks and the pond are from Wilderness Park, this is my grandpa's favorite park. He used to go there and feed the ducks. The railroad represents what I used to fall asleep to as a baby.

ENVIRONMENTAL

N/A

DISCUSSION

Following the review, the HAAC recommends that none of the submissions received be used to install on the boxcar. Instead, they recommend using the submissions for the traffic signal box project installations. The HAAC also recommends that a professional artist be commissioned to design the digital artwork installed on the boxcar. Though the HAAC recommended that none of the submissions be used for installation on the boxcar, they did score them. The top four candidates identified by the HAAC are:

Submission #:	Score:
1	31.1
6	28.4
7	24.1
5	21.3

SUMMARY/NEXT STEPS

If a final candidate is selected and the City Council gives direction to proceed, City staff will contact the student artist and collaborate with a commissioned professional artist to digitize the artwork. Staff will also begin updating the information kiosk, schedule the vinyl

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 6, 2025

BOXCAR MURAL SUBMISSIONS

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mural installation, and coordinate recognition of the winning student at a future City Council meeting.

ATTACHMENT(S):

None

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

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

FOR ITEM NO. 9, PLEASE SEE ITEM NO. 10



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: Fernando N. Muñoz, City Clerk
SUBJECT: MINUTES OF THE APRIL 1, 2025 CITY COUNCIL MEETINGS
DATE: May 6, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- Regular Meeting of April 1, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. April 1, 2025 Regular Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 1, 2025

CALL TO ORDER

Mayor Rounds called the meeting to order at 5:05 p.m.

ROLL CALL

Members present: Councilmembers/Directors: Mora (arrived at 5:08 p.m.), Martin, Rodriguez, Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rounds.

Members absent: None

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

1. CLOSED SESSION

CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION: One Matter
(Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1))

Mayor Rounds recessed the meeting at 5:06 p.m.

Mayor Rounds convened the meeting at 6:06 p.m.

CLOSED SESSION REPORT

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

INVOCATION

Councilmember Rodriguez led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Zamora led the pledge of allegiance.

INTRODUCTIONS

Mayor Rounds introduced the following members from the Chamber of Commerce:

1. Lina Ariza – CBM Real Estate
2. Karen Lomas – Principal Financial
3. Kathie Fink – SFS Chamber CEO

PRESENTATIONS

2. PROCLAIMING THE MONTH OF APRIL 2025 AS “DONATE LIFE MONTH”

CHANGES TO AGENDA

None.

PUBLIC COMMENTS

The following people spoke during Public Comments: 1) Chandler Weber.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

3. APPROVAL AND AUTHORIZATION OF THE SALE OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY 2025 SPECIAL PARCEL TAX REVENUE BONDS (MEASURE SFS), RELATED OFFICIAL STATEMENT, LEGAL AND FINANCING AGREEMENTS, AND CERTAIN RELATED ACTIONS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;
- 2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Financing Agreement, and Preliminary Official Statement (POS);
- 3) Take such additional, related, action(s) that may be necessary.

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;
- 2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Indenture of Trust, Financing Agreement, Bond Purchase Agreement, Financing Agreement and Preliminary Official Statement (POS);
- 3) Take such additional, related, action(s) that may be necessary.

Mayor Rounds opened the public hearing at: 6:30 p.m.

There were no speakers.

Mayor Rounds closed the public hearing at: 6:30 p.m.

It was moved by Mayor Pro Tem/Vice Chair Zamora, seconded by Councilmember/Board Member Martin, to approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds, approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Financing Agreement, and Preliminary Official Statement (POS), approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds, approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Indenture of Trust, Financing Agreement, Bond Purchase Agreement, Financing Agreement and Preliminary Official Statement (POS), and take such additional, related, action(s) that may be necessary, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

REGULAR BUSINESS

4. NAMING OF THE AQUATIC CENTER (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Take such additional, related, action that may be desirable.

City Manager, René Bobadilla introduced Director of Parks & Recreation, Gus Hernandez to provide information on the background of the choice behind the name of the aquatic center. Council provided additional ideas as to how to incorporate the name into the aquatic center and gave direction to bring back an item with finalized renderings of name selection at a subsequent meeting for approval.

5. CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize a contract with Phoenix Decorating Company (Phoenix), in an amount not to exceed \$600,000 for Pasadena Tournament of Roses (Rose Parade) services for 2026, 2027, and 2028 in an agreement approved by the City Attorney; and
- 2) Allocate \$200,000 for Fiscal Year 2024-2025 in Art in Public Places special fund monies to the Public Art & Art Education activity for expenditures related to the design, production, storage, and operation of the 2026 City of Santa Fe Springs Rose Float entry; and
- 3) Authorize Phoenix to apply, on behalf of the City of Santa Fe Springs, for entry into the 2026, 2027, and 2028 Rose Parades; and

4) Take such additional, related, action that may be desirable.

Director of Community Services, Maricela Balderas provided a presentation on Item No. 5.

It was moved by Councilmember Rodriguez, seconded by Councilmember Mora, to authorize a contract with Phoenix Decorating Company (Phoenix), in an amount not to exceed \$600,000 for Pasadena Tournament of Roses (Rose Parade) services for 2026, 2027, and 2028 in an agreement approved by the City Attorney, allocate \$200,000 for Fiscal Year 2024-2025 in Art in Public Places special fund monies to the Public Art & Art Education activity for expenditures related to the design, production, storage, and operation of the 2026 City of Santa Fe Springs Rose Float entry, authorize Phoenix to apply, on behalf of the City of Santa Fe Springs, for entry into the 2026, 2027, and 2028 Rose Parades, and take such additional, related, action that may be desirable, by the following vote:

Ayes:	Mora, Martin, Rodriguez, Zamora, Rounds
Noes:	None
Absent:	None
Recuse:	None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

HOUSING SUCCESSOR

6. MINUTES OF THE MARCH 4, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

7. MINUTES OF THE MARCH 4, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

8. MINUTES OF THE MARCH 4, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

9. **SECOND READING OF ORDINANCE NO. 1155 – AMEND SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1155:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155

2) Take such additional, related action that may be desirable.

10. **AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR THE DOWNTOWN SPECIFIC PLAN (COMMUNITY DEVELOPMENT)**

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to advertise the Request for Proposals (RFP) for the Downtown Specific Plan; and

2) Take such additional, related action that may be desirable.

11. **AUTHORIZE BID AWARD FOR AS-NEEDED ITEMS FOR IRRIGATION SYSTEMS MAINTENANCE AND REPAIRS (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

1) Authorize awarding an annual blanket purchase order to SiteOne Landscape Supply, LLC (SiteOne) in the not-to-exceed amount of \$80,000 per fiscal year through June 30, 2027; and

2) Authorize the City Manager to take any further necessary actions regarding this matter.

12. **APPROVE INCREASING THE BLANKET PURCHASE ORDER TO SOCAL AUTO & TRUCK PARTS DBA NAPA AUTO PARTS AND ISSUING A PURCHASE ORDER FOR FISCAL YEAR 2025 - 26 (FINANCE)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize increasing the City's existing blanket purchase order to Socal Auto & Truck Parts DBA NAPA Auto Parts (NAPA Auto) to \$250,000 for items to perform vehicle and equipment maintenance and repairs; and
- 2) Authorize issuing a City-wide blanket purchase order to NAPA Auto for Fiscal Year 2025 – 26 in the amount of \$275,000; and
- 3) Designate the authority to the City Manager to increase the blanket purchase order by \$50,000 each year, if needed; and
- 4) Take such additional, related action that may be desirable.

13. APPROVE ISSUING A PURCHASE ORDER AND PSA TO LEHR AUTO (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize issuing a purchase order to LEHR Auto in the amount of \$109,230 for the items and services necessary to upfit four (4) police vehicles;
- 2) Approve the attached agreement with LEHR Auto in an amount that shall not exceed \$150,000 per fiscal year through June 30, 2027; and
- 3) Take such additional, related action that may be desirable.

14. AUTHORIZE BID AWARDS FOR WATER DISTRIBUTION SYSTEM ITEMS AND SUPPLIES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize awarding an annual blanket purchase order to Aqua-Metric Sales Company (Aqua-Metric) in the not-to-exceed amount of \$75,000 per fiscal year through June 30, 2028; and
- 2) Authorize awarding an annual blanket purchase order to Core & Main LP (Core & Main) in the not-to-exceed amount of \$75,000 per fiscal year thru June 30, 2028; and
- 3) Authorize awarding an annual blanket purchase order to Ferguson US Holding, Inc. (Ferguson) in the not-to-exceed amount of \$75,000 per fiscal year through June 30, 2028; and
- 4) Authorize awarding an annual blanket purchase order to S&J Supply Co, Inc. (S&J) in the not-to-exceed amount of \$75,000 per fiscal year through June 30, 2028; and

- 5) Authorize awarding an annual blanket purchase order to Western Water Works Supply Company (Western) in the not-to-exceed amount of \$75,000 per fiscal year through June 30, 2028; and
- 6) Authorize awarding an annual blanket purchase order to Yardley-Orgill (Yardley-Orgill) in the not-to-exceed amount of \$75,000 per fiscal year through June 30, 2028; and
- 7) Authorize the City Manager to take any further necessary actions regarding this matter.

15. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9949 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9949, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive); and
- 2) Take such additional, related action that may be desirable.

16. STREET LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9948 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 9948, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Street Lighting District No. 1; and
- 2) Take such additional, related action that may be desirable.

17. FIRE STATION HEADQUARTERS OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Appropriate an additional \$200,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and
- 2) Take such additional, related action that may be desirable.

18. ON-CALL PROFESSIONAL ENGINEERING SERVICES – APPROVE CONTRACT AMENDMENT NO. 1 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the On-Call Professional Engineering Services Contract Agreements with Onward Engineering and Coast Surveying Inc., providing a 1-year term extension and revising the expiration date to April 6, 2026; and
- 2) Authorize the City Manager to execute the amendment with each of the consultant firms; and
- 3) Take such additional, related, action that may be desirable.

19. ON-CALL TREE MAINTENANCE SERVICES – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize City Staff to advertise an RFP for On-Call Tree Maintenance Services on Planet bids; and
- 2) Approve Amendment Number 2 to the Agreement with West Coast Arborists, extending the current contract for 90 days to terminate on August 14, 2025, for an additional not-to-exceed fee of \$40,000; and
- 3) Take such additional, related, action that may be desirable.

20. AUTHORIZE TRANSFER OF FUNDS FROM HERITAGE ARTS FUND TO AUDIO/VISUAL PROJECT FUND (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize a transfer from the Heritage Arts Fund (Fund 2510) to the Capital Project Fund 4154 (Project Number CS250001) Audio and Visual Equipment Upgrades in the amount of \$200,000; and
- 2) Authorize an appropriation adjustment to account 4154 Project Number CS250001 (Audio and Visual Equipment Upgrades) for art-related enhancements; and
- 3) Take such additional, related action that may be desirable.

21. AUTHORIZATION TO AWARD CITY WEBSITE DEVELOPMENT RFP 25-6 TO CIVICPLUS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the award of RFP 25-6 to CivicPlus for City Website Development; and

2) Authorize a contract with CivicPlus, in an amount not to exceed \$125,291, for a three-year term in an agreement approved by the City Attorney; and

3) Take such additional, related action that may be desirable.

22. STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF XPLOIR HANDHELD GAS/VAPOR DETECTOR IDENTIFICATION SYSTEM (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Award of purchase to Hazmat Resource Inc., in the amount of \$57,128.50 for XPLOIR Handheld Gas Identification System; and

2) Take such additional, related, action that may be desirable.

23. STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF ATTACKPRO VRS THERMAL IMAGING CAMERAS AND RELATED EQUIPMENT (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Award of purchase to Municipal Emergency Services in the amount of \$72,527.12 for AttackPRO VRS Thermal Imaging Cameras and Related Equipment; and

2) Take such additional, related, action that may be desirable.

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

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds

Noes: None

Absent: None

Recuse: None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

Mayor Pro Tem Zamora appointed Brianna Valencia to the Youth Leadership Committee.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora talked about the First Friday events and the Chalk it Out event. He thanked city staff for all of their assistance.

Councilmember Martin talked about the Chalk it Out event. She also promoted the SEAACA “Pets for Troops” program where they reduce the price of adoption for veterans. She highlighted the Chamber of Commerce for their network of businesses in the City.

Councilmember Rodriguez talked about the Chalk it Out event and promoted the Community Garden Cleanup event.

Mayor Pro Tem Zamora thanked first responders and staff. He talked about the Chalk it Out event. He also talked about the great reserve policy that the City has adopted and also talked about increased vigilance at the Promenade shopping center. Lastly, he promoted Quartermania this upcoming Sunday.

Mayor Rounds talked about the efforts made throughout the City to reduce homeless encampments. He thanked the Nakamura family for their attendance and looked forward to the City's participation in future Rose Parades.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:04 p.m.

William K. Rounds
Mayor

ATTEST:

Fernando N. Muñoz
City Clerk

Date



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: Chad Van Meeteren, Fire Chief

SUBJECT: REGIONAL TRAINING GROUP CIVILIAN ASSISTANT PLANNING COORDINATOR (PART TIME): AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS

DATE: May 6, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the Fire Chief to advertise a Request for Proposals to fill a 2023 State Homeland Security Program grant funded Regional Training Group (RTG) Civilian Assistant Planning Coordinator (Part Time) position; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

If approved, there is no fiscal impact associated with this RFP. The 2023 State Homeland Security Grant fully funds the position.

BACKGROUND

The 2023 to 2025 State Homeland Security Program (SHSP) grant has a performance period of three years and closes for spending in April of 2026. The 2023 grant has awarded funds to hire a part time Regional Training Group Civilian Assistant Planning Coordinator position. The Regional Training Group was established to address the training needs of all twenty-nine (29) fire departments in the greater Los Angeles area. With the development of the Regional Fire Service Training Strategic Plan, the RTG develops a regional training program for all Los Angeles area fire agencies. The RTG is currently comprised of an Executive Director, an Intelligence Chief and four sworn Fire Service Officers from selected departments, and one RTG Fire Service Training Officer,

Regional Training Group Civilian Assistant Planning Coordinator (Part Time):

Authorization to Advertise Request for Proposals

Page 2 of 2

who oversee the implementation of the Strategic Plan, through six (6) regional training centers that support the plan's goals and objectives.

ANALYSIS

The RTG Civilian Assistant Planning Coordinator is a civilian contracted position who will work with and be directly subordinate to the LAAFCA Executive Director of the Regional Training Group. The successful candidate will assist RTG Personnel with training program and project coordination, and handle routine and advanced duties for RTG business, including organize files, create correspondence, prepare reports and documents, manage calendars to schedule training and appointments, assist the LAAFCA grant administrator as needed, and offer general staff support around managing and distributing information internally and externally. The person in this position will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and regular finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues. The Request for Proposals will be issued by the City as the grant recipient. All accepted proposals will be reviewed by an independent panel of subject matter experts as assigned by the Executive Director of the Regional Training Group.

DISCUSSION

The RTG position will support training programs by assisting in the planning, coordination, and execution of training events and activities, in addition to assisting the LAAFCA grant administrator as needed with research and reports.

SUMMARY/NEXT STEPS

It is requested that the City Council approve the Authorization to Advertise Request for Proposals, which will allow the Department of Fire-Rescue to advertise for the Regional Training Group Civilian Assistant Planning Coordinator position.

ATTACHMENT(S):

A. Request for Proposals

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS



Regional Training Group Civilian Assistant Planning Coordinator
(Part Time)

REQUEST FOR PROPOSALS

FIRE DEPARTMENT RELEASE DATE: May 7, 2025

DEADLINE FOR QUESTIONS: May 22, 2025

RESPONSE DEADLINE: June 5, 2025, 3:00 pm APPROVED

FOR ADVERTISEMENT

CITY CONTACT:

Fire Chief Chad Van Meeteren

City of Santa Fe Springs

Request for Proposals

RTG Civilian Assistant Planning Coordinator (Part Time)

Table of Contents

- 1. Introduction**
- 2. Scope of Work**
- 3. Content of Proposals**
- 4. Evaluation Criteria**
- 5. Award Process**
- 6. Terms & Conditions**

Attachments:

A – Professional Services Sample Agreement

1 INTRODUCTION

1.1 Summary

The City of Santa Fe Springs is seeking a consultant to assume the position of RTG Civilian Assistant Planning Coordinator to assist the Regional Training Group (RTG) of the Los Angeles Fire Chiefs Association (LAAFCA). The funding for this regionally supported position is made possible by a State Homeland Security Grant and is subject to specific grant reporting guidelines. The City of Santa Fe Springs is hosting all aspects of the procurement and contract management process on behalf of LAAFCA.

The Regional Training Group was established to address the training needs of all twenty-nine (29) fire departments in the greater Los Angeles area. With the development of the Regional Fire Service Training Strategic Plan, the RTG develops a regional training program for all Los Angeles area fire agencies. The RTG is currently comprised of an Executive Director, an Intelligence Chief and four sworn Fire Service Officers from selected departments, and one RTG Fire Service Training Officer, who oversee the implementation of the Strategic Plan, through six (6) regional training centers that support the plan's goals and objectives.

1.2 Contact Information

The City has designated Fire Chief Chad Van Meeteren, as its contact (the "City Contact") for this Request for Proposals (this "RFP"). The City Contact's information is listed below.

Any inquiries or requests regarding this procurement should be submitted via email. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

Chad Van Meeteren

Fire Chief

11300 Greenstone Ave.

Santa Fe Springs, CA 90670

Email: chadvanmeeteren@santafesprings.gov

Phone: [\(562\) 944-9713](tel:(562)944-9713)

1.3 Timeline*

Proposal Calendar

The following is a list of key dates:

Release Project Date	May 7, 2025
Question Submission Deadline	May 22, 2025, 3:00pm
Question Response Deadline	May 29, 2025, 5:00pm
Proposal Submission Deadline	June 5, 2025 3:00pm
Selection of Consultant(s) for Recommendation & Submission of Consultant(s) Contract to the City Council for Possible Award	Notification to be sent out upon completion

**Timeline/Schedule is subject to change. It is the Consultant's responsibility to ensure that the most complete and current version of the solicitation, including addenda, have been reviewed*

2 SCOPE OF WORK

2.1 Scope of Work

The RTG Civilian Assistant Planning Coordinator is a civilian contracted position who will work with and be directly subordinate to the LAAFCA Executive Director of the Regional Training Group. The successful candidate will assist RTG Personnel with training program and project coordination, and handle routine and advanced duties for RTG business, including organize files, create correspondence, prepare reports and documents, manage calendars to schedule training and appointments, assist the LAAFCA grant administrator as needed, and offer general staff support around managing and distributing information internally and externally. The person in this position will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and regular finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues.

2.2 Vendor Requirements

REQUIRED QUALIFICATIONS:

- High School Diploma or GED equivalent – required.

DESIRABLE QUALIFICATIONS:

- Associate Degree in Fire Science, EMS, Public Administration or other related field (Note: Bachelor's Degree will supersede this requirement)
- Bachelor's Degree in Fire Science, EMS, Public Administration or other related field is highly desirable.
- Two years of progressively responsible fire service experience is highly desirable.

- Equivalent combination of education and progressive, relevant and direct experience may be considered in lieu of educational/experience requirements indicated above.
- Possesses the ability to collaborate with positive effects to build professional relationships with stakeholders, partners and auxiliary organizations.
- Ability to work independently at remote locations while producing outstanding work product in compressed time frames.
- Understanding of principles of budget preparation, management and control.
- An understanding of hazardous materials and/or Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) related programs.
- An understanding of Urban Search and Rescue (USAR) related programs.
- Proficient in Microsoft Office Suite.

The awarded consultant will function independently and will be responsible for providing his/her own transportation, technology, and support functions. This includes tasks such as management of workflow, document preparation, report writing, creating spreadsheets, tracking work, scheduling and other essential functions. Proposers shall include costs for any such administrative support as a part of their proposals.

The awarded consultant shall agree to submit regular and timely invoices. Invoices shall include functional time sheets indicating the total daily hours dedicated to each task and a brief description of each task performed by the Fire Service Regional Training Officer and any administrative support personnel, as applicable.

2.3 Responsibilities

Under the direction of the RTG Executive Director, the awarded consultant shall:

- Provide administrative support in the strategy of the RTG within the broad context of the Training Strategic Plan.
- Assist RTG Personnel with training program and project coordination.
- Handle routine and advanced duties for RTG business
- Organize files, create correspondence, and prepare detailed reports and documents related to the RTG.
- Manage calendars to schedule training and appointments.
- Attend meetings throughout the Los Angeles region and adjoining areas as requested and required.
- Assist the LAAFCA Grant Administrator as directed.
- Offer general staff support around managing and distributing information both internally and externally.
- Assist with other RTG training, research, and administrative tasks as needed.

- Provide routine written and oral reports of RTG matters.
- Represent LAAFCA and the RTG in a professional manner.

3 CONTENT OF PROPOSALS

3.1 Proposal

Each proposal submitted must comply with all of the requirements of and contain all of the information set forth in this Section 3.

3.2 Letter of Transmittal

The Transmittal Letter must include a brief statement of the Consultant's understanding of the work to be done and commitment to perform the work as scheduled, including the following items:

- A. Identify the submitting organization.
- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization.
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification.
- E. Statement of work specifications.
- F. Commitment to perform the work within the requested time period (if applicable).
- G. Acknowledge receipt of any and all amendments to this RFP.

An officer authorized to bind the Consultant(s) must sign the proposal on behalf of the Consultant(s).

Please email your letter of Transmittal as a PDF to fire@santafesprings.gov.

3.3 Qualifications

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

3.4 Key Personnel

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

3.5 Work Plan

Describe in detail your understanding of the services and how you will deliver them. List any resources you expect the City to provide.

3.6 Cost Proposal

Provide a proposed total fee for services and identify the hourly fee schedule, if any. The hourly rates should include fringe benefits, indirect costs and profit. Additionally, if applicable, a schedule of reimbursable expenses should be included.

The Cost Proposal should be made based on good faith estimates and should contain all pricing information related to performing all work contemplated under this solicitation

3.7 Letters of Recommendation

Must provide 3 Letters of Recommendation from work within the last 5 years.

Notice Regarding Disclosure of Contents of Documents

All responses to this RFP accepted by the City shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public in accordance with applicable law. Any blanket statement of confidentiality shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

4 EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Value Add/Breadth of Service Points may be awarded based on the proposer's ability to provide insight and information, industry best practices and the ability to effectively communicate information to management and provide technical training or resources.	Points Based	15 (15% of Total)
2.	Quality of Work/Technical Capabilities Assign points that may be awarded based on evaluation of the proposer's work shall be such as to ensure that the distinctive goals established for each component are met. Brief descriptions of previous project experiences should be used as examples of how quality control was achieved with former clients.	Points Based	5 (5% of Total)
3.	References Must provide 3 Letters of Recommendation from work within the last 5 years	Points Based	10 (10% of Total)
4.	Experience and Identified Scope of work The proposer will be evaluated on their understanding of the fire service and their ability to serve as the regional training officer.	Points Based	30 (30% of Total)
5.	Cost Proposals will be evaluated on a best bidder formula. The consultant is funded by federal grant dollars which will requires best and final offer and a negotiation of profit.	Points Based	20 (20% of Total)
6.	Interview Only the top three candidates will be invited to a formal interview.	Points Based	20 (20% of Total)

5 AWARD PROCESS

5.1 Selection

The City of Santa Fe Springs shall have all accepted proposals reviewed by an independent panel of subject matter experts as assigned by the Executive Director of the Regional Training Group.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to issue written notice to all prospective consultants of any

changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

The City reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the responding Consultant, or to make any award to that responding Consultant, who, in the opinion of the City, will provide the most value to the City. The City also reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if the City determines that such an action would be in the best interest of the City

5.2 Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. The selected proposer will be notified to enter into an agreement. If the selected proposer does not enter into the agreement, the City may begin negotiations with another consultant.

Please review the attached sample agreement prior to submitting a proposal. The City intends to use this form as the baseline agreement with the successful consultant. The City reserves the right to reject material changes to the agreement once the contract has been awarded. If you wish to request changes to the agreement, you must do so during the proposal process.

The RFP document and the successful proposal response, as memorialized by agreement between the City of Santa Fe Springs and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Fe Springs may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Fe Springs shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.

6 TERMS & CONDITIONS

6.1 Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City will be the governing time for acceptability of proposals.

Late proposals are not accepted.

6.2 Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

6.3 Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

6.4 Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

6.5 Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

6.6 Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

6.7 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Fe Springs.

6.8 Sufficient Appropriation

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

6.9 Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their

proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

6.10 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

6.11 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

6.12 Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

6.13 Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

6.14 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

6.15 Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside consultants (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

6.16 Reservation of Rights

The City reserves the right to reject any Proposal for any reason without cause. The City reserves the right to enter into relationships with more than one Consultant, may choose not to proceed with any Consultant(s) with respect to one or more categories of work, decline to enter into any potential engagement agreement or contract with any Consultant(s), terminate negotiations with any Consultant(s), and may choose to suspend this solicitation, issue a new solicitation that would supersede and replace this solicitation, or to abandon the solicitation process in its entirety.

The City shall not be liable to any Consultant(s) or Subconsultant(s) or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this solicitation.

Information in this solicitation is accurate to the best of the City's knowledge but is not guaranteed to be correct. Consultant(s) are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with the City.

6.17 Insurance

If selected, the Consultant(s) will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. The City may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

Examples of coverage include, but are not limited to, the following:

INSURANCE TYPE		MINIMUM COVERAGE FOR EACH OCCURENCE	MINIMUM COVERAGE FOR AGGREGATE
	General Liability	\$1,000,000.00	\$2,000,000.00
	Automobile Liability Insurance	-	\$2,000,000.00
	Workers Compensation	\$1,000,000.00	\$1,000,000.00
	Errors & Omissions	\$2,000,000.00	

Additional insurance requirements may include, but are not limited to, the following:

- An endorsement naming the City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- All required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. The City may, at its sole and absolute discretion, accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide.

A - Professional Services Sample Agreement

CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH

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

1. **TERM**

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

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

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

dollars (\$__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

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

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

To Consultant: _____

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

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

20. ENTIRE AGREEMENT

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

21. SERVICES SCHEDULED/TIME OF COMPLETION

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

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

22. AMENDMENTS

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

23. NON-EXCLUSIVE AGREEMENT

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

24. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

25. CONSTRUCTION

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

26. WAIVER

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

27. SEVERABILITY

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

28. COUNTERPARTS

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. ELECTRONIC SIGNATURES

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

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

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

CITY OF SANTA FE SPRINGS

CONSULTANT

Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

CONSULTANT

Fernando Muñoz, City Clerk

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

EXHIBIT A
SERVICES

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

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

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

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

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

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



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Elizabeth Ortega, Human Resources Manager

SUBJECT: DEFERRED COMPENSATION 401(A) PROGRAM

DATE: May 6, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the amendment to the City's existing 401(a) benefit plan for all Associations pertaining to the City's Deferred Compensation program.

FISCAL IMPACT

N/A

BACKGROUND

The City of Santa Fe Springs and the Associations, Santa Fe Springs City Employees Association (SFSCEA) and the Santa Fe Springs Firefighters Association (SFSFA) have reached a mutual agreement to allow the City's 3% match contributions currently made to the 457(b) plan to be made to the City's existing 401(a) plan, providing covered employees the opportunity to maximize their deferrals to the 457(b) plan since employer contributions to 457(b) plans reduce the amount an employee can defer of their own earnings. The 401(a) plan is currently record-kept and administered by a third-party, with services to continue as is. The City's 3% match will continue to be contributed on a bi-weekly basis to the 457(b) plan until the 401(a) plan is amended and the record-keeping system is updated at which point the match will be made to the 401(a) plan. The City has the authority to change the program record-keeper and investment options at any time.

ANALYSIS

N/A

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 6, 2025

Deferred Compensation 401 (a) Program

Page 2 of 2

ENVIRONMENTAL

N/A

DISCUSSION

City staff actively engaged in discussions with representatives of the (SFSCEA) and the (SFSFA) to assess the incorporation of the 401(a) 3% City's match benefit into their already existing compensation plans. The objective is to promote fairness with the retirement benefits offered across all represented groups while maintaining fiscal responsibility. There will be no change to the current benefits for the plans that already exist. The side letters will amend the existing language across all groups to ensure alignment.

SUMMARY/NEXT STEPS

Upon approval, the City will amend the 401(a) plan with the third-party Administrator.

ATTACHMENT(S):

- A. Side Letter #1 To the 2024-2027 Memorandum of Understanding between The City of Santa Fe Springs and The Santa Fe Springs Employees Association
- B. Side Letter #1 To the 2024-2027 Memorandum of Understanding between The City of Santa Fe Springs and The Santa Fe Springs Firefighters Association
- C. Side Letter #1 To the 2024-2027 Memorandum of Understanding between The City of Santa Fe Springs and The Santa Fe Springs Management and Confidential Employees Association
- D. Side Letter #1 To the 2024-2027 Memorandum of Understanding between The City of Santa Fe Springs and The Santa Fe Springs Executive Management Association

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**SIDE LETTER #1 TO THE 2024-2027
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS EMPLOYEES ASSOCIATION**

CITY'S DEFERRED COMPENSATION PROGRAM

This document shall serve as Side Letter No. 1 modifying the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Employees Association ("Association"), in the following manner:

The city will amend the eligibility provision of the current 401(a) plan ("the plan") to allow Association employees ("employees") to participate. As directed by the City, the Plan is and will be record-kept and administered by a third-party according to the Internal Revenue Service (IRS) guidelines. The city will match employee contributions at a rate of 2:1 up to a maximum of 3% of eligible compensation. The City's match to the Plan will be contributed on behalf of the employee on a biweekly basis as soon as administratively feasible. As the Plan Sponsor and Administrator, the City has the authority by law to change record-keepers and investment options at any time.

This Side Letter Agreement is entered into this _____.

William K. Rounds, Mayor
City of Santa Fe Springs

Abel Meraz, President
SFS Employees Association

**SIDE LETTER #1 TO THE 2024-2027
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION**

CITY'S DEFERRED COMPENSATION PROGRAM

This document shall serve as Side Letter No. 1 modifying the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Firefighters Association ("Association"), in the following manner:

The city will amend the eligibility provision of the current 401(a) plan ("the plan") to allow Association employees ("employees") to participate. As directed by the City, the Plan is and will be record-kept and administered by a third-party according to the Internal Revenue Service (IRS) guidelines. The city will match employee contributions at a rate of 1:1 up to a maximum of 3% of eligible compensation. The City's match to the Plan will be contributed on behalf of the employee on a biweekly basis as soon as administratively feasible. As the Plan Sponsor and Administrator, the City has the authority by law to change record-keepers and investment options at any time.

This Side Letter Agreement is entered into this _____.

William K. Rounds, Mayor
City of Santa Fe Springs

Michael Palacios, President
SFS Firefighters Association

**SIDE LETTER #1 TO THE 2024-2027
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS MANAGEMENT AND CONFIDENTIAL
EMPLOYEES ASSOCIATION**

CITY'S DEFERRED COMPENSATION PROGRAM

This document shall serve as Side Letter No. 1 modifying the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Management and Confidential Employees Association ("Association"), in the following manner:

The city will amend the eligibility provision of the current 401(a) plan ("the plan") to allow Association employees ("employees") to participate. As directed by the City, the Plan is and will be record-kept and administered by a third-party according to the Internal Revenue Service (IRS) guidelines. The city will match employee contributions at a rate of 1:1 up to a maximum of 3% of eligible compensation. The City's match to the Plan will be contributed on behalf of the employee on a biweekly basis as soon as administratively feasible. As the Plan Sponsor and Administrator, the City has the authority by law to change record- keepers and investment options at any time.

This Side Letter Agreement is entered into this _____.

William K. Rounds, Mayor
City of Santa Fe Springs

Johnny Chavarria, President
SFS Mgmt. and Conf. Employees Association

**SIDE LETTER #1 TO THE 2024-2027
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS EXECUTIVE MANAGEMENT ASSOCIATION**

CITY'S DEFERRED COMPENSATION PROGRAM

This document shall serve as Side Letter No. 1 modifying the 2024-2027 Memorandum of Understanding between the City of Santa Fe Springs ("City") and the Santa Fe Springs Executive Management Association ("Association"), in the following manner:

The city will amend the eligibility provision of the current 401(a) plan ("the plan") to allow Association employees ("employees") to participate. As directed by the City, the Plan is and will be record-kept and administered by a third-party according to the Internal Revenue Service (IRS) guidelines. The city will match employee contributions at a rate of 1:1 up to a maximum of 3% of eligible compensation. The City's match to the Plan will be contributed on behalf of the employee on a biweekly basis as soon as administratively feasible. As the Plan Sponsor and Administrator, the City has the authority by law to change record-keepers and investment options at any time.

This Side Letter Agreement is entered into this _____.

William K. Rounds, Mayor
City of Santa Fe Springs

Chad Van Meeteren, President
SFS Executive Management Association



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: James Enriquez, P.E., Director of Public Works / City Engineer

**SUBJECT: SAFETY SERVICES INFRASTRUCTURE NEEDS ASSESSMENT -
AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL DESIGN SERVICES**

DATE: May 6, 2025

RECOMMENDATION:

It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Westgroup Designs, Inc. for architectural services for the Safety Services Infrastructure Needs Assessment for a total not-to-exceed fee of \$99,880; and
- 2) Authorize the City Manager to execute the agreement; and
- 3) Appropriate \$100,000 from the Utility Users Tax (UUT) Capital Projects Reserve Fund for the project; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The recommended project is not part of the adopted Capital Improvement Program. Therefore, an appropriation in the amount of \$100,000 from the UUT Capital Projects Reserve Fund is recommended to provide funding for the project.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 6, 2025
Safety Services Infrastructure Needs Assessment - Award of Professional Services Agreement for Architectural Design Services
Page 2 of 2

BACKGROUND

The City's buildings for Fire Stations were all built before 1972. They are aging and in need of significant repairs. Although the buildings continue to receive regular maintenance and minor repairs, major repairs and renovations have been deferred for decades. Police Services building are also aging and in need of significant repairs.

In addition to repairs, the size and configuration of many of these buildings is no longer adequate to meet the operational and functional needs of police and fire services.

DISCUSSION

The recommended architectural services will provide a needs assessment study of fire and police services that will provide a building program with conceptual layouts and construction estimates. This is the first step in developing an updated building program that will meet the current needs of these critical services and the needs in the foreseeable future.

Staff checked references of the recommended firm, and they have successfully completed similar services and projects for surrounding cities. This includes the recent construction program for the update of the fire stations for the City of Downey.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will coordinate with Westgroup Designs on the delivery of the project.

ATTACHMENT:

A. Professional Services Agreement

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

2025
PROFESSIONAL SERVICES AGREEMENT
(Engagement: ARCHITECTURAL DESIGN SERVICES FOR THE SAFETY SERVICES
INFRASTRUCTURE NEEDS ASSESSMENT)
(Parties: WESTGROUP DESIGNS, INC. and City of Santa Fe Springs)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6TH day of May 2025 (hereinafter, the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and WESTGROUP DESIGNS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires architectural design services for the Safety Services Infrastructure Needs Assessment project; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Santa Fe Springs City Council at its Regular Meeting of May 6, 2025.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through May 6, 2026 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for one additional year at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal

of CONSULTANT entitled **SCOPE OF SERVICES** dated **April 24, 2025** (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services."

1.3 PROSECUTION OF SERVICES:

- A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific services or tasks requested;
 - 2. The location of where the particular services or tasks are to be performed, if applicable;
 - 3. A not-to-exceed budget for performing the services or tasks;
 - 4. A timeline for completing the requested services or tasks;
 - 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 - 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "COST PROPOSAL" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of **NINETY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$99,880)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved in accordance with the City's Municipal Code for Purchasing. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the Director of Public Works / City Engineer (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Yvette Kirrin, P.E., President, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and

tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing

representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable,,CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as listed in the CONSULTANT Proposal.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding,

unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
 - E. Cyber Security: *Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content*

(excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer**

to bind coverage on its behalf and will be on forms provided by the CITY if requested. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss

or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence,

recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the following Events of Defaults within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon

a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar

medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3801 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Southstar Engineering and
Consulting, Inc.
1945 Chicago Ave.
Unit C-2
Riverside, CA 92507
Attn: Yvette Kirrin
Phone: (626) 644-8058

CITY:

City of Santa Fe Springs
Department of Public Works
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 868-0511 Ext. 7611
Attn: DEPARTMENT DIRECTOR

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **CONFLICTS OF INTEREST:**

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed

- to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such

action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY.

CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA FE SPRINGS:

WESTGROUP DESIGNS, INC.:

By: _____
René Bobadilla, P.E., City Manager

By: _____

Name: PariSima Hassani

Date: _____

Title: CEO & Managing Principal

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Date: _____



April 24, 2025

Mr. James Enriquez
Director of Public Works
City of Santa Fe Springs

CC: Fire Chief Chad Van Meeteren
Gabriel Livas

RE: *Building Assessment, Programming, and Cost Estimation for Fire Station 1, Fire Station 2, Fire Station 3, Fire Station 4, and USPS conversion into Police Headquarters.*

Dear Mr. Enriquez

Westgroup Designs, Inc. (WD) is pleased to submit the following proposal for Architectural / Professional services for the Fire Station renovations/expansions, and Police Headquarter Relocation for the City of Santa Fe Springs (Client) in multiple locations, as described below. We look forward to partnering with you to deliver an optimal space that reflects the vision, mission, and goals of your City, staff, and community you serve.

1.0 THE PROJECT UNDERSTANDING – SCOPE OF SERVICES

- 1.1 The project consists of preparing building assessments, conceptual programming layout diagrams, and cost estimates for the following building locations:
 - a. Fire Station #1 located at 11300 Greenstone Avenue
 - b. Fire Station #2 located at 8634 Dice Road
 - c. Fire Station #3 located at 15517 Carmenita Road
 - d. Fire Station #4 located at 11736 Telegraph Road
 - e. USPS Office conversion to Police Headquarters located at 11760 Telegraph Road

See attached scope of work narrative.

- 1.2 Per our understanding of the project, WD will provide the following requested services listed below in Section 2.0, 3.0, and 4.0. In good faith, prior to date of this proposal, WD has participated in site walks and conference calls in support of the proposal. WD will proceed further with these below services upon approval of this proposal.
- 1.3 Scope of work noted is based upon direction to date. Should scope of work be modified during the process, this proposal will be adjusted accordingly.

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2.0 BUILDING ASSESSMENT

- 2.1 WD and our consultants will prepare a building assessment report for each of the above referenced properties.
- 2.2 Building assessment will include condition of architectural features, structural systems, accessibility features, mechanical systems, electrical systems, plumbing systems, fire and life safety systems, as well as opinions of probable costs over the next 10 years for the replacement of such systems, should they remain.

3.0 CONCEPTUAL PROGRAM AND DIAGRAMS

- 3.1 WD and our consultants will develop a program and conceptual diagrams for each of the locations, using input from the assessment report, direct communications and meeting(s) with the end users, programmatic desires from the Fire Chief and Police Chief, and additional information from the City and Public Works Staff.
- 3.2 WD and our consultants will take into consideration the existing sites, the physical constraints of each site, and make recommendations for the continued operation of each location during improvements.
- 3.3 Conceptual diagrams would be diagrammatic site plans, floor plans, and program documents.

4.0 COST ESTIMATIONS

- 4.1 Based upon the approved conceptual program and diagrams, WD and our consultants will prepare a cost estimate for each of the locations for the remodel, addition, or removal and replacement of each building and building systems.

Building assessment, program and diagrams, and cost estimates will be presented to the Client for review and approval.

COMPENSATION

Fee is based upon understanding of the scope of work, site visit that occurred on Tuesday, April 15, 2025, drawings provided by the City, plus retained consultants. Should client request to revise design or scope direction during the process, work already completed by Westgroup Designs and its retained consultants, will be billed as time spent, reflecting the "percentage complete". Changes to approved scope of work with associated fee will require a revised proposal to be prepared for client review and approval.

To be billed monthly, as percent phase complete. Monthly Invoicing will be sent in alignment and formatted per the below Project Phases:

Architectural & Engineering Design Services:

<u>Scope</u>	<u>Fee</u>	<u>Duration</u>
Building Assessment	\$17,500.00	3 Weeks
Concept Program and Diagrams	\$46,880.00	3 Weeks
Cost Estimate	\$35,500.00	3 Weeks
Total:		\$99,880.00

**Reimbursable expenses not included. Reimbursables Include actual expenditures made by Westgroup incurred in the interest of the Project and as directed by client or client's consultants, plus an administrative fee of 10%. These may include, but are not limited to, travel and mileage to the building site(2), computer plotting, printing and document reproduction, requested overnight delivery, formal presentation finish boards, and/or printed final reports. Does not include any Plan Check or Agency review fees.*

CONDITIONS AND EXCLUSIONS

- Excluded is any scope of work or services not specifically listed above, including, but not limited to additional scope, documentation or preparation of existing base building plans, presentation boards, FFE selection, engineering not specifically listed in this document.
- Excluded work is available as an Additional Service.
- Construction Bidding is to be by Owner.
- Site work and site design other than noted above is not included.
- Book Format specifications are not included.
- Additional documentation not related to the scope of work, as required by Governing Agencies, including but not limited to ADA compliance, Restroom plans and Path of Travel documentation, or creating any additional as-built documentation not provided by the Client, is available as an Additional Service.
- Existing electrical, telecom/data, domestic water, natural gas, sewer, and fire protection utility services are assumed to have adequate capacity to serve the areas included in the scope of this work. Utility services upgrades are not included in scope and fee.
- The existing power, low voltage, mechanical, and plumbing systems equipment and distribution systems are assumed to have capacity to service the area included in the scope of work and meet current code requirements. Equipment and distribution systems upgrade is not included in the scope and fee.
- The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.
- Additional services including or related to anything not specifically noted or included in this proposal; additional Client desires, requests or conditions which necessitate WD activities; which translate to time expended. Consideration and activities that would come under this category include, but are not limited to:

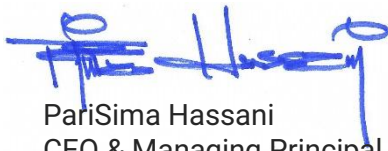
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- Revisions to Drawings, Specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the program or project budget.
- As an Additional Service in connection with Change Orders and Construction Change Directives, WD will prepare drawings, specifications, and other documentation and data, provide any other services made necessary by such Change Orders and Construction Change Directives.
- Additional Services shall be authorized or confirmed in writing by the Client prior to work being performed.
- In the event of Termination, Suspension or Abandonment of the project, Westgroup Designs shall be equitably compensated for services performed. Failure of the Client to make payments in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Westgroup Designs to either suspend or terminate services. Either the Client or Westgroup Designs may terminate this Agreement after giving no less than seven (7) days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement

SUMMARY

This proposal is based on our understanding of the project scope of services developed to date. If the Scope of Services for this project is altered, this proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and Westgroup Designs.

Sincerely,



PariSima Hassani
CEO & Managing Principal
Westgroup Designs, Inc.

Accepted by:

Mr. James Eriquez
Director of Public Works
City of Santa Fe Springs
Date:



Joshua Smith | Architect
Principal
Westgroup Designs, Inc.

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Santa Fe Springs – Fire Stations and Police Station Site Walks and Meeting Notes

General scope of work

Provide needs assessment for all four fire stations, provide proposed programs for all four fire stations expansion, and provide preliminary budgets for all four fire stations to be included on the November ballot. Assessment, program, and budget required in Mid-June for review.

Fire Station #1

11300 Greenstone Avenue
Santa Fe Springs, CA
Site Area: +/- 67,025 SF
Existing Building: +/- 19,045 SF
New Addition: +/- 1,800 SF



1. No Expansion to apparatus bays proposed (3 bays plus 1 maintenance bay) – no major revision needed to apparatus bays
2. Need additional storage areas for crew lockers, equipment, vehicles
3. Expansion to dorms to accommodate 8 total fire personnel (possible second floor?)
4. Reconfiguration of toilet rooms and showers to accommodate expansion of staff, personal shower/toilet rooms/gender neutral spaces
5. If possible, create outdoor coverage storage for vehicles
6. No improvements anticipated to the public front of the fire station
7. General update to the interior of the fire station

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Fire Station #2

8634 Dice Road

Santa Fe Springs, CA

Site Area: +/- 12,279 SF

Existing Building: +/- 2,880 SF

New Addition: +/- 2,800 SF



1. Maintain 2 apparatus bays – No major revisions need to apparatus bays anticipated
2. Separation between apparatus bays and dorm space
3. Maintain staff count – 1 Captain, 1 Engineer, 2 fire personnel
4. Reconfiguration of internal space to allow more private bunk space
5. Reconfiguration of toilet rooms and showers to accommodate personal shower/toilet rooms/gender neutral spaces
6. Need additional storage areas
7. Exercise room is currently in a shed outdoors – expansion to building to incorporate to interior space adjacent to bunks
8. Exterior enclosed building (similar to Fire Station 3) for vehicular storage/equipment
9. Laundry facility – washer/dryer for clothing/bedding and UniMac extractors and UniMac Suit Dryers for turnout gear
10. Reconfigure outdoor area for BBQ and dining area
11. General update to the interior of the fire station
12. Upgrade electrical generator and distribution to run the entire building for a minimum of 24 hours.

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Fire Station #3

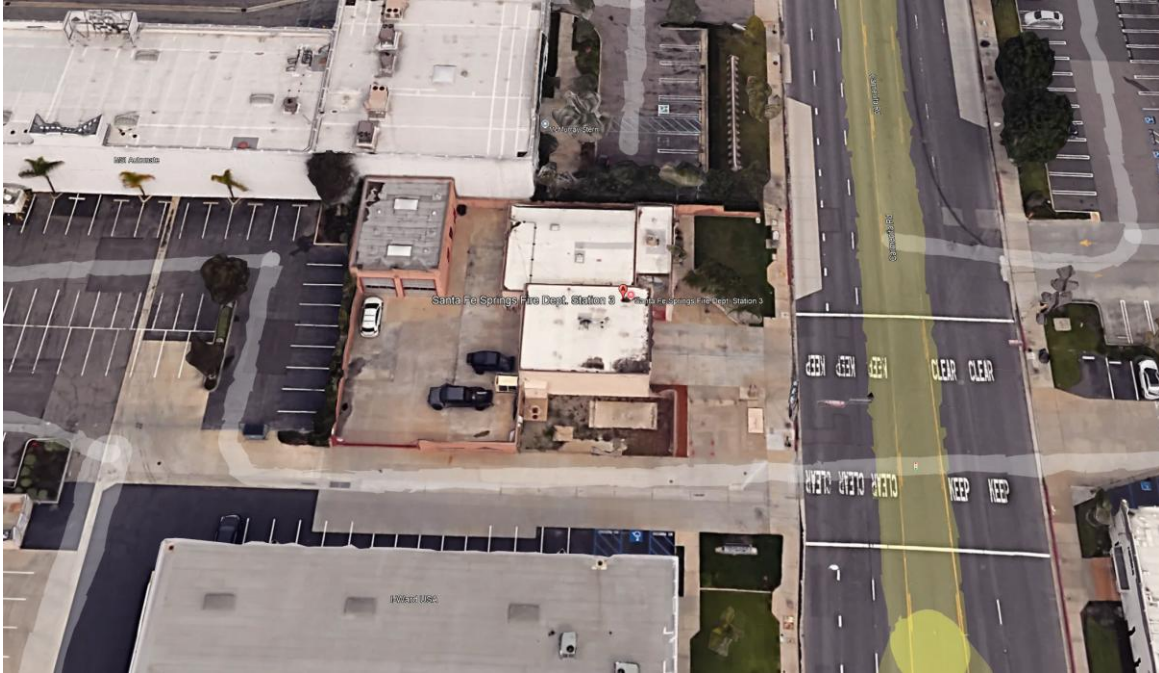
15517 Carmenita Road

Santa Fe Springs, CA

Site Area: +/- 9,989 SF

Existing Building: +/- 4,536 SF

New Addition: +/- 1,800 SF



1. Maintain 2 apparatus bays – Apparatus bays should be taller with bigger roll-up doors for vehicles, and no more backing into space
2. Separation between apparatus bays and dorm space (protection)
3. Maintain staff count – 1 Captain, 1 Engineer, 2 fire personnel
4. Reconfiguration of internal space to allow more private bunk space
5. Reconfiguration of toilet rooms and showers to accommodate personal shower/toilet rooms/gender neutral spaces
6. Need additional storage areas
7. Exercise room is currently in bunks – expansion to building to incorporate to interior space separate from dorms
8. Laundry facility – washer/dryer for clothing/bedding and UniMac extractors and UniMac Suit Dryers for turnout gear
9. Reconfigure outdoor area for BBQ and dining area
10. General update to the interior of the fire station
11. Upgrade electrical generator and distribution to run the entire building for a minimum of 24 hours.

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Fire Station #4

11736 Telegraph Road

Santa Fe Springs, CA

Site Area: +/- 13,610 SF

Existing Building: +/- 7,025 SF

New Addition: +/- 3,100 SF



1. Expansion to apparatus bays – for three total bays
2. Expansion to fire station for additional personnel – 7 total
3. Reconfigure exercise room(s)
4. Reconfiguration of internal space to allow more private bunk space
5. Reconfiguration of toilet rooms and showers to accommodate personal shower/toilet rooms/gender neutral spaces
6. Need additional storage areas
7. Update laundry facility – washer/dryer for clothing/bedding and UniMac extractors and UniMac Suit Dryers for turnout gear
8. Reconfigure outdoor area for BBQ and dining area
9. General update to the interior of the fire station
10. Upgrade electrical generator and distribution to run the entire building for a minimum of 24 hours.

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United States Postal Service – Post Office Conversion

11760 Telegraph Road

Santa Fe Springs, CA

Site Area: +/- 18,030 SF

Existing Building: +/- 12,070 SF



1. Conversion of USPS into Police Department Headquarters once the lease has expired with USPS
2. Interior remodel of interior building for Police Department – Offices, reception, detention, communications, multi-purpose rooms, training rooms, restrooms, records/storage, interview rooms, break rooms, showers and lockers, armory and weapons storage, etc. – exact program to be determined
3. Rework back parking lot to be fleet support, vehicular maintenance, vehicle refilling
4. Updates to ADA compliance at site, path of travel, and interior of building

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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: Arlene Salazar, Director of Police Services

SUBJECT: AUTHORIZE THE PURCHASE OF HANDHELD RADIOS AND REPEATERS FOR POLICE SERVICES, PUBLIC WORKS AND PARKS & RECREATION

DATE: May 6, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the Director of Police Services to issue a purchase order to CommLine, Inc. in an amount not-to-exceed \$87,277 to facilitate the procurement of (80) Kenwood NX 1300 handheld radios, (3) Kenwood VP 8000 emergency radios, and (2) DMR/UHF repeaters including hardware, wiring materials, programming and installation; and
- 2) Authorize a budget transfer from Parks and Recreation Contractual Services 10106110-542050 in the amount of \$10,000 and Public Works-Street Maintenance Supplies 10432001-521000 in the amount of \$50,000 to Public Safety Officer Patrol-Miscellaneous Equipment Replacement 10102220-523030 for the above listed services; and
- 3) Appropriate \$27,277 from the General Fund to cover the remaining costs related to the above purchase and installation costs; and
- 4) Take such additional, related action that may be desirable.

FISCAL IMPACT

The total cost of this project shall not exceed \$87,277. This includes the purchase of (80) Kenwood NX 1300 handheld radios, (3) Kenwood VP 8000 emergency radios, and (2) DMR/UHF repeaters. The cost includes all hardware, wiring materials, programming and

AUTHORIZE THE PURCHASE OF HANDHELD RADIOS AND REPEATERS FOR POLICE SERVICES, PUBLIC WORKS AND PARKS & RECREATION

Page 2 of 4

installation services. Budget transfers from the Parks and Recreation-Contractual Services 10106110-542050 fund in the amount of \$10,000 and from the Public Works-Street Maintenance Supplies 10432001-521000 fund in the amount of \$50,000 to Public Safety Officer Patrol-Miscellaneous Equipment Replacement 10102220-523030 is required. In addition, the Department of Police Services is requesting a budget appropriation in the amount of \$27,277 to ensure sufficient funds are available for this project. Upon completion of the budget transfers and the requested appropriation, funds will be available in account 101102220-523030 Public Safety Officer Patrol- Misc. Equipment Replacement fund to complete the purchase.

CommLine was previously awarded contracts/purchase orders through a competitive process for similar items acquired by the Department of Veteran Affairs and Rio Hondo Community College. To assist the City with expediting this purchase, CommLine has agreed to allow the City to purchase these items using the same terms, conditions, and pricing (with a minimal CPI adjustment). This exception to the standard bidding process is authorized under Santa Fe Springs Municipal Code Section 34.18(B) – Purchase By Bidding Required Generally; Exceptions. The aforementioned Municipal Code section states:

Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:

Cooperative or piggyback purchasing, which may consist of the following:

(1) Cooperative purchasing with other public agencies, and with nonprofit groups or organizations established by public entities, provided that a competitive bidding process is used.

(2) Contracts with suppliers who have been awarded contracts by the state or other local agencies for the purchase of supplies, equipment, and services under a competitive bidding process.

(3) Purchasing supplies, equipment, or services through bid award lists of others, provided that competitive purchasing procedures similar to those required in the city were employed to create such bid award lists.

BACKGROUND

Handheld radios are essential for Police Services and Citywide communications. Currently, Public Safety Officers, Code Enforcement Inspectors and Administrative staff utilize Kenwood handheld radios to communicate information to personnel while working in the field. These radios are approximately twenty (20) years old, nearing the end of their life and do not have the capability to communicate externally with other Departments. In addition, Public Works and Parks and Recreation do not have radios capable of transmitting and communicating with Police Services. As such, we continue to communicate with Department staff via cell phones when requesting assistance during day-to-day activities, assignments and City special events. Although this line of communication has worked, it is less than ideal or an efficient means of communication. Additionally, in the event of a large-scale emergency, staff would not have the ability to

AUTHORIZE THE PURCHASE OF HANDHELD RADIOS AND REPEATERS FOR POLICE SERVICES, PUBLIC WORKS AND PARKS & RECREATION

Page 3 of 4

effectively communicate with personnel in the field. The radio system upgrade is also essential for staff to communicate with external public safety agencies during emergencies via Kenwood VP 8000 emergency radios.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

The purchase of handheld radios is necessary to properly equip personnel with essential emergency communications equipment. Additionally, upgrading our current radio system is essential for all field personnel to increase efficiency and effectively support inter-Departmental collaboration, enhance communication and address end-of-life concerns with current Police Services radios. A recent inventory of City/Department inventory of radios and equipment revealed that our current radios and repeater will not support enhanced radio communications. As such, the installation of (2) UHF Kenwood repeaters at Ridge Water Tower located in the City of Whittier will be necessary.

This radio upgrade is a collaborative project that will improve Citywide communications. As previously mentioned, the cost to fund this project will be shared between Police Services, Parks & Recreation and Public Works. Radios will be divided as follows:

- Parks and Recreation will be issued (10) Kenwood NX 1300 Radios
- Public Works will be issued (35) Kenwood NX 1300 Radios
- Police Services will be issued (35) Kenwood NX 1300 Radios
- City Manager's Office will be issued (3) Kenwood VP 8000 Emergency Radios

Additionally, the Whittier Police Department has verbally agreed to allow the City of Santa Fe Springs to utilize one of their existing radio frequencies at no cost to the City. A Memorandum of Understanding (MOU) will be drafted to formalize this agreement between the City of Whittier and City of Santa Fe Springs.

SUMMARY/NEXT STEPS

Staff recommends that the City Council authorize budget transfers from Parks & Recreation Contractual Services 10106110-542050 in the amount of \$10,000 and Public Works-Street Maintenance Supplies 10432001-521000 in the amount of \$50,000, and appropriate \$27,277 from the General Fund to fund this project. Upon approval, the Director of Police Services will issue a purchase order to CommLine Inc. for \$87,276.97

**AUTHORIZE THE PURCHASE OF HANDHELD RADIOS AND REPEATERS FOR
POLICE SERVICES, PUBLIC WORKS AND PARKS & RECREATION**

Page 4 of 4

for the purchase of handheld radios, emergency radios, and repeaters including misc. hardware, wiring materials, programming and installation services. Additionally, Staff will work with the Whittier Police Department to obtain the MOU allowing the City of Santa Fe Springs to utilize an existing radio frequency.

ATTACHMENT(S):

- A. CommLine Inc. Quote with previously awarded contracts
- B. CommLine Inc. Statement of Work

<u>ITEM STATUS:</u>	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

REQUEST FOR QUOTE			
DATE:	3/26/2025	SALES REP:	Jen Sheppard jen.sheppard@commlineinc.com

BILL TO:		SHIP TO:	
COMPANY:	City of Santa Fe Springs - Public Works	COMPANY:	SAME
ATTENTION:	Johnny Chavarria	ATTENTION:	
ADDRESS:	12636 Emmens Way	ADDRESS:	
CITY/ST/ZIP:	Santa Fe Springs, CA 90670	CITY/ST/ZIP:	
PHONE:	562-447-0892	PHONE:	
EMAIL:	JohnnyChavarria@santafesprings.gov	EMAIL:	

DESCRIPTION: Kenwood Repeater and Emergency Radios for Santa Fe Springs Public Works

QTY	MODEL #	DESCRIPTION	UNIT COST	EXT COST
2	NXR-1800E-PS	Kenwood NXR-1800E-PS DMR UHF 450-527 MHz Repeater with Power Supply	\$ 2,501.00	\$ 5,002.00
2	KWD-NX10DCK	License Key for DMR Tier II Conventional	\$ 334.00	\$ 668.00
6	4U100	4U Folding 19" Cold Rolled Steel Wall Mountable Vertical Networking Rack	\$ 48.00	\$ 288.00
2	EMR65544/SNC	440-512 MHz 4-Cav Pass/Notch Base Duplexer, 3.0 MHz Spacing	\$ 2,227.00	\$ 4,454.00
2	DS4E08P12U-N	400-512 MHz, 7.5 dBd, Directional, N(F) Panel Antenna	\$ 2,090.00	\$ 4,180.00
2	221213	Weatherproofing Kit	\$ 21.00	\$ 42.00
200	LDF4-50A	1/2" Helix Low Density Foam Coaxial Cable, Corrugated Copper, 50 Ohm	\$ 1.75	\$ 350.00
8	UXP-NM-12	Connector, N-Male Crimp Hex/Knurled Nut for LMR600, Non-Solder Pin	\$ 42.00	\$ 336.00
1	UGBKIT-0210	1/4"x2"x10" Universal Copper Ground Buss Bar, 2 x 10 Holes with Hardware	\$ 59.00	\$ 59.00
4	RG142NMNM3	3' N-Male to N-Male RG142 Cable Assembly	\$ 35.00	\$ 140.00
4	RG142NMBM3	3' N-Male to BNC-Male RG142 Cable Assembly	\$ 35.00	\$ 140.00
2	IS-50NX-C2	125-1000 MHz Flange Mount Coax Protector with N Females Polyphaser	\$ 91.00	\$ 182.00
100	INFMT-586-G	Ground Line Per Foot	\$ 2.00	\$ 200.00
8	INF62-38U-I	Ground Lugs	\$ 3.00	\$ 24.00
1	MISC HARDWARE	Miscellaneous Hardware for Onsite Installation	\$ 234.00	\$ 234.00
80	NX1300DU-K2	Kenwood NX1300 UHF 450-520 MHz, 5W, 260 Ch, LCD Standard Keypad DMR	\$ 349.00	\$ 27,920.00
		Includes:		
		Li-Ion Battery		
		Fast Charger		
		UHF Antenna		
		Belt Clip		
		2-Pin Connector Cap		
		3 Year Warranty		
3	VP8000BKF2	VP8000, M2, BK, Standard Keypad Black Immersion	\$ 1,385.00	\$ 4,155.00
3	832VP8000-UHF	UHF 380-520 MHz	\$ 403.00	\$ 1,209.00
3	KRA-47MB	Wideband Antenna	\$ 59.00	\$ 177.00
3	KNB-L11M	Li-Ion 3900 mAh (L11 High Capacity)	\$ 124.00	\$ 372.00
3		Protocol: Analog FM, P25 AI A MBE+2, Analog Conventional	\$ -	\$ -
3	8322000002	P25 Conventional	\$ 234.00	\$ 702.00
3	8322000005	P25 Phase 1 Trunking	\$ 84.00	\$ 252.00
3	8322000006	P25 Phase 2 TDMA	\$ 267.00	\$ 801.00
3	8322000009	DMR Tier II Conventional	\$ 267.00	\$ 801.00
3	8326000006	1024 Ch	\$ -	\$ -
3	8323000003	Multi Key DES-OFB	\$ -	\$ -
3	8323000004	Multi Key AES	\$ 315.00	\$ 945.00
3	8323000005	ARC4 (ADP Compatible) Conventional Voting Scan, TrueVoice Noise Cancellation	\$ -	\$ -
3	8326000039	Wifi	\$ -	\$ -
3	8326000025	Bluetooth	\$ -	\$ -
3	8326000033	Bluetooth Low Energy	\$ -	\$ -
3	8324000002	P25 OTAR	\$ 499.00	\$ 1,497.00
3	8326000015	25 KHz Disabled	\$ -	\$ -
3	VL-8001	Factory Activation of Radio Option Licenses	\$ -	\$ -
3		3 Year Warranty	\$ -	\$ -
3	KSC-52AK	Charger, Single Bay Rapid Rate, A-Pocket, VP-T	\$ 84.00	\$ 252.00
3	ICI MONTHLY	ICI Access as an Affiliate to ICI Network for VP8000 Radios	\$ -	\$ -
1	LABOR SD	Onsite Installation/System Setup/Programming of Code Plugs	\$ 25,000.00	\$ 25,000.00
		Installation of Repeater, Antenna, Duplexer, Cable Run		
1	FCC	Creation of FCC Call Sign	\$ 1,150.00	\$ 1,150.00
		SUB-TOTAL		\$ 54,714.00
		NOTES: Previously Awarded Contracts	TAX (10.50%)	\$ 5,744.97
	(200) NX1300DUK2	Cal Vet PO# 8955-0000031271 12/13/2022	FREIGHT	CLI DELIVERY
	(3) VP8000	Rio Hondo Community College PO# 25-01456 02/21/2025	LABOR/SERVICES	\$ 26,818.00
			GRAND TOTAL	\$ 87,276.97

ADDITIONAL NOTES:	CUSTOMER APPROVAL SIGNATURE	PO #	DATE
25% restocking fee will apply to returns and/or canceled purchase orders. Quote good for 30 days.			



Purchase Order

Page: 1 of 6

Dept of Veterans Affairs

1227 "O" Street
First Floor
Sacramento CA 95814
United States

CHANGE ORDER		Dispatch Via Print
Purchase Order	Date	Revision
8955-0000031271	12-17-2021	1 - 2022-05-05
Payment Terms	Freight Terms	Ship Via
Net 45	FOB Destination-Freight PP	COMMON
Buyer	Phone	Currency
Jovana Nettles	424/832-8544	USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
11500 Nimitz
Avenue
Los Angeles CA
90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953

Small
Business

Begin Date: 04/16/2019

Expiration:
04/30/2022

DVBE Begin Date:

Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	NX-1300-DUK2 UHF ANALOG / DIGITAL W DISPLAY (includes: battery, charger, antenna, standard warranty)		200.00	EA	273.00	54600.00	12/17/2021
SUT Code: CAC-0924 (9.5%)						5187.00	
Attention: Devlan Boyd							
Schedule Total						59787.00	
Item Total						59787.00	
2 - 1	NXR-810-PS REPEATER UHF ANALOG/DIGITAL DMR (includes: kspgs20200 power supply, standard warranty)		3.00	EA	2169.00	6507.00	12/17/2021
SUT Code: CAC-0924 (9.5%)						618.17	
Attention: Devlan Boyd							
Schedule Total						7125.17	
Item Total						7125.17	
3 - 1	KENWOOD SLIM 6 UNIT NX1300 RAPID BATTERY CHARGER		15.00	EA	149.00	2235.00	12/17/2021
SUT Code: CAC-0924 (9.5%)						212.33	
Attention: Devlan Boyd							
Schedule Total						2447.33	
Item Total						2447.33	

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

Authorizing Signature

David R. Gerard



Purchase Order

Dept of Veterans Affairs

1227 "O" Street
First Floor
Sacramento CA 95814
United States

CHANGE ORDER		Dispatch Via Print
Purchase Order	Date	Revision
8955-0000031271	12-17-2021	1 - 2022-05-05
Payment Terms	Freight Terms	Ship Via
Net 45	FOB Destination-Freight PP	COMMON
Buyer	Phone	Currency
Jovana Nettles	424/832-8544	USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
11500 Nimitz
Avenue
Los Angeles CA
90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953 Small Business Begin Date: 04/16/2019 Expiration: 04/30/2022 DVBE Begin Date: Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
4 - 1	LI ION BATTERIES FOR NX RADIOS		200.00	EA	29.50	0.00	CANCEL
					Attention: Devlan Boyd		
					Schedule Total	0.00	
item canceled due to extended backorder					Item Total	0.00	
5 - 1	1 WIRE SURVEILLANCE KITS		100.00	EA	25.00	2500.00	12/17/2021
					SUT Code: CAC-0924 (9.5%)	237.50	
					Attention: Devlan Boyd		
					Schedule Total	2737.50	
					Item Total	2737.50	
6 - 1	450F2 ANTENNAS		3.00	EA	800.00	0.00	CANCEL
					Attention: Devlan Boyd		
					Schedule Total	0.00	
Item canceled due to change in type per vendor					Item Total	0.00	
7 - 1	CLAMP KITS		3.00	EA	74.00	222.00	12/17/2021
					SUT Code: CAC-0924 (9.5%)	21.09	
					Attention: Devlan Boyd		
					Schedule Total	243.09	
					Item Total	243.09	
8 - 1	10' UNI-STRUT		2.00	EA	35.00	70.00	12/17/2021
					SUT Code: CAC-0924 (9.5%)	6.65	

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

Authorizing Signature

David R. Gerard



Purchase Order

Dept of Veterans Affairs

1227 "O" Street
First Floor
Sacramento CA 95814
United States

CHANGE ORDER		Dispatch Via Print
Purchase Order 8955-0000031271	Date 12-17-2021	Revision 1 - 2022-05-05
Payment Terms Net 45	Freight Terms FOB Destination-Freight PP	Ship Via COMMON
Buyer Jovana Nettles	Phone 424/832-8544	Currency USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
11500 Nimitz
Avenue
Los Angeles CA
90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953 Small Business Begin Date: 04/16/2019 Expiration: 04/30/2022 DVBE Begin Date: Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Attention: Devlan Boyd							
Schedule Total						76.65	
Item Total						76.65	
9 - 1	HELIAX COPPER CABLE 1/2"		500.00	EA	2.28	0.00	CANCEL
item canceled due to replaced with different cable LMR 400							
Attention: Devlan Boyd							
Schedule Total						0.00	
Item Total						0.00	
10 - 1	JMA CONNECTORS		12.00	EA	37.60	451.20	12/17/2021
SUT Code: CAC-0924 (9.5%)						42.86	
Attention: Devlan Boyd							
Schedule Total						494.06	
Item Total						494.06	
11 - 1	CONCRETE ANCHORS, WEATHER SEAL, CONNECTORS		1.00	EA	245.00	245.00	12/17/2021
SUT Code: CAC-0924 (9.5%)						23.28	
Attention: Devlan Boyd							
Schedule Total						268.28	
Item Total						268.28	
12 - 1	LICENSE MODIFICATION - DIGITAL EMISSIONS		1.00	EA	1450.00	1450.00	12/17/2021

Attention: Devlan Boyd

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Purchase Order

Page: 4 of 6

Dept of Veterans Affairs

1227 "O" Street
First Floor
Sacramento CA 95814
United States

CHANGE ORDER		Dispatch Via Print
Purchase Order	Date	Revision
8955-0000031271	12-17-2021	1 - 2022-05-05
Payment Terms	Freight Terms	Ship Via
Net 45	FOB Destination-Freight PP	COMMON
Buyer	Phone	Currency
Jovana Nettles	424/832-8544	USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
11500 Nimitz
Avenue
Los Angeles CA
90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953 Small Business Begin Date: 04/16/2019 Expiration: 04/30/2022 DVBE Begin Date: Expiration:

Tax Exempt? N		Tax Exempt ID:					
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
				Schedule Total		1450.00	
New Application**Call Sign old WQLX231				Item Total		1450.00	
13 - 1	LABOR		1.00	MHR	4250.00	4250.00	12/17/2021
				Attention: Devlan Boyd			
				Schedule Total		4250.00	
				Item Total		4250.00	
14 - 1	LMR 400		700.00	EA	1.50	1050.00	05/05/2022
				SUT Code: CAC-0924 (9.5%)		99.75	
				Attention: Not Specified			
				Schedule Total		1149.75	
15 - 1	480F2 Antennas		3.00	EA	800.00	2400.00	05/05/2022
				SUT Code: CAC-0924 (9.5%)		228.00	
				Attention: Not Specified			
				Schedule Total		2628.00	
Item added to replace 450F2							
16 - 1	6ft x 19" Standing Equipment Rack		1.00	EA	180.00	180.00	05/05/2022
				SUT Code: CAC-0924 (9.5%)		17.10	
				Attention: Not Specified			
				Schedule Total		197.10	
Item added due to final site survey per vendor							

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Purchase Order

Page: 5 of 6

Dept of Veterans Affairs

1227 "O" Street
First Floor
Sacramento CA 95814
United States

CHANGE ORDER		Dispatch Via Print
Purchase Order	Date	Revision
8955-0000031271	12-17-2021	1 - 2022-05-05
Payment Terms	Freight Terms	Ship Via
Net 45	FOB Destination-Freight PP	COMMON
Buyer	Phone	Currency
Jovana Nettles	424/832-8544	USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
11500 Nimitz
Avenue
Los Angeles CA
90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953 Small Business Begin Date: 04/16/2019 Expiration: 04/30/2022 DVBE Begin Date: Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
17 - 1	Polyphasers		3.00	EA	60.00	180.00	05/05/2022
					SUT Code: CAC-0924 (9.5%)	17.10	
					Attention: Not Specified		
					Schedule Total	197.10	
	Item added due to final site survey per vendor						
18 - 1	UniStrut Roof Blocks		2.00	EA	40.00	80.00	05/05/2022
					SUT Code: CAC-0924 (9.5%)	7.60	
					Attention: Not Specified		
					Schedule Total	87.60	
	Item added due to final site survey per vendor						
19 - 1	Ground Bar		1.00	EA	95.00	95.00	05/05/2022
					SUT Code: CAC-0924 (9.5%)	9.03	
					Attention: Not Specified		
					Schedule Total	104.03	
	Item added due to final site survey per vendor						
					Total SUT Code CAC-0924 (9.5%)	6727.46	

General Provisions are incorporated herein by reference to: Form GSPD-401Non-IT Commodities (revision date 6/8/2010). Published at: www.dgs.ca.gov/pd

BILLING CODE: 77081

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David R. Gerard



Purchase Order

Page: 6 of 6

Dept of Veterans Affairs

1227 "O" Street
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United States

CHANGE ORDER		Dispatch Via Print
Purchase Order	Date	Revision
8955-0000031271	12-17-2021	1 - 2022-05-05
Payment Terms	Freight Terms	Ship Via
Net 45	FOB Destination-Freight PP	COMMON
Buyer	Phone	Currency
Jovana Nettles	424/832-8544	USD
LPA Contract ID:		

Supplier: 0000027900
COMMLINE INC
13700 CIMARRON AVE
GARDENA CA 90249-2462
United States

Ship To: 8955000009
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90049
United States

Attention: See Detail Below
Bill Code: 077081

Bill To: 1227 "O" Street
Room 403
Sacramento CA 95814
United States

Certification#: 1770953

Small
Business

Begin Date: 04/16/2019

Expiration:
04/30/2022

DVBE Begin Date:

Expiration:

Tax Exempt? N

Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Due to amendment items may have a different line compared to invoice.
Due to amendment items may have a different line compared to invoice.
DELIVERY TIMES: 7AM-3PM / MONDAY - FRIDAY / DD: DEVLAN BOYD-
HOUSEKEEPING

Total PO Amount

83242.66

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Authorizing Signature

David R. Gerard



Rio Hondo Community College

3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 692-0921

PURCHASE ORDER

No: **25-01456**

Date: 02/21/2025

CommLine, Inc.

Page 1 of 2

Vendor# 360567

V E N D O R	Commline, Inc.
	13700 Cimarron Ave.
	Gardena, CA 90249
	ryan.narimatsu@commlineinc.com
	Phone: (310) 390-8003 Fax:

S H I P T O	Rio Hondo Community College
	Warehouse
	3600 Workman Mill Road
	Whittier, CA 90601
	For: Todd Rogers
	By: Michelle Alfaro

Contact Name:

Req# R25-02280

Buyer: Priscilla Solis Gonzalez, Phone: (562) 463-7237

Email: PSolisGonzalez@riohondo.edu

ITEM	QUANTITY	UNIT	ISSUE	DESCRIPTION	UNIT COST	LINE TOTAL
				Quote dated 1/28/25		
1	3			VP8000BKF2-VP8000, M2, BK	1,964.00	5,892.00
2	3			832VP8000-UHF- UHF (380 - 520 MHz)	572.00	1,716.00
3	3			832VP8000-7800- 7/800 MHz	572.00	1,716.00
4	3			KRA-47MB- Wideband Antenna	84.00	252.00
5	3			KNB-L11M- Li-Ion 3900 mAh (L11 High Capacity)	175.40	526.20
6	3			KMC-70M- KMC-70M Speaker Mic (Black)	126.64	379.92
7	3			8322000002- P25 Conventional	332.00	996.00
8	3			8322000005- P25 Phase 1 Trunking	116.00	348.00
9	3			8322000006- P25 Phase 2 TDMA	380.00	1,140.00
10	3			8323000004- Multi Key AES	448.00	1,344.00
11	3			8326000002- MDC1200 / GE-Star Signaling	48.00	144.00
12	3			KSC-52AK- CHARGER, SINGLE BAY RAPID RATE, A-POCKET, VP-T	77.84	233.52
13	3			KNB-L11M- LI-ION BATTERY, 3900MAH, NON-IS, A-POCKET, VP-T (SPARE)	175.40	526.20
14	3			KW9130-LP- VP8000 LEATHER CASE, D-SWIVEL (LG BATTERY)	64.00	192.00
15	3			KEP-1- EARPHONE KIT 3.55MM (FOR KMC-41M/42WM), VP-T/TK	54.16	162.48
	3			2990600013- 2-YR EXTENDED WARRANTY, VIKING	205.00	615.00
	1			Freight		
				This Purchase Order (PO) is governed by the Rio Hondo Community College District Purchase Order (PO) Terms and Conditions [see link below]		

Terms and Conditions/Comments:

Supplier to send invoice to: accountspayable@riohondo.edu

ACCOUNT	AMOUNT
010-00000-0-00000-6770000-4411-00060-0000	\$6,451.74
010-00000-0-00000-6770000-4550-00060-0000	\$10,595.57
010-00000-0-00000-6770000-5890-00060-0000	\$635.93

SUB TOTAL \$16,183.32

SALES TAX \$1,478.99

SHIPPING \$20.93

TOTAL \$17,683.24

[Signature]

Authorized/Approval Signature



Rio Hondo Community College

3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 692-0921

PURCHASE ORDER

No: **25-01456**

Date: 02/21/2025

Commline, Inc.

Page 2 of 2

Vendor# 360567

V E N D O R	Commline, Inc.
	13700 Cimarron Ave.
	Gardena, CA 90249
	ryan.narimatsu@commlineinc.com
	Phone: (310) 390-8003 Fax:

S H I P T O	Rio Hondo Community College
	Warehouse
	3600 Workman Mill Road
	Whittier, CA 90601
	For: Todd Rogers
	By: Michelle Alfaro

Contact Name:

Req# R25-02280

Buyer: Priscilla Solis Gonzalez, Phone: (562) 463-7237

Email: PSolisGonzalez@riohondo.edu

ITEM	QUANTITY	UNIT	ISSUE	DESCRIPTION	UNIT COST	LINE TOTAL
				http://www.riohondo.edu/finance-and-business/doing-business-with-rhc/vendors/ All goods and services in this PO must be delivered and fulfilled by June 30th of the current Fiscal Year.		

Terms and Conditions/Comments:

Supplier to send invoice to: accountspayable@riohondo.edu

ACCOUNT	AMOUNT
010-00000-0-00000-6770000-4411-00060-0000	\$6,451.74
010-00000-0-00000-6770000-4550-00060-0000	\$10,595.57
010-00000-0-00000-6770000-5890-00060-0000	\$635.93

SUB TOTAL \$16,183.32

SALES TAX \$1,478.99

SHIPPING \$20.93

TOTAL \$17,683.24

Authorized/Approval Signature

**SOW for (2) DMR/UHF Repeater Install with Handhelds and Emergency Radios for
City of Santa Fe Springs**

a. FCC License and Call Sign

- i. Coordinate the creation of (2) new UHF repeater pairs and Call Sign.

b. Installation of (2) DMR/UHF Kenwood NXR-1800E-PS Repeaters at Ridge Water Tower:

i. Repeaters:

- 1. Rack mount (2) repeaters using existing rack mounts in electrical room.
- 2. Program Kenwood repeaters with FCC Licensed frequencies.

ii. Antennas/Main Coax Runs:

- 1. Installation of antennas.
- 2. Install ground bar.
- 3. Install polyphasers.
- 4. Terminate coax lines.
- 5. Install weatherproofing kits.
- 6. Sweep coax lines.

iii. Duplexers:

- 1. Tune.
- 2. Install (2) Duplexers.
- 3. Run RG-142 jumpers.
- 4. Power test coax run.

c. NX-1300 and P25 VP8000 Handhelds

- i. Program NX-1300 handhelds with FCC Licensed frequencies and customers specs.
- ii. Program P25 VP8000 handhelds with FCC Licensed frequencies, customer specs and local ICI affiliates.
- iii. City of Santa Fe Springs is responsible for negotiating contract with ICI.
- iv. Commline will program radios based on contract.

d. System Deployment:

- i. Commline will test to ensure the system is working properly.